

Board Office Use: Legislative File Info.	
File ID Number	11-2019
Introduction Date	10-17-11
Enactment Number	11-2275
Enactment Date	10-26-11



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education

**From** Tony Smith, Ph.D., Superintendent  
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
(To be completed by Procurement) 10-26-11

**Subject** Professional Services Contract -  
Faucette Micro Systems Fallon NV (contractor, City State)  
Programs for Exceptional Children (site/department)

**Action Requested** Ratification of a professional services contract between Oakland Unified School District and Faucette Micro Systems. Services to be primarily provided to Programs for Exceptional Children for the period of 07/01/2011 through 06/30/2012.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.* Programs for Exceptional Children as members of the SELPA which uses SSII having all the Programs and Add-on modules which OUSD has elected to use, and Faucette Micro Systems, Inc. having developed SSII and therefore is specially skilled, trained and experienced to render the services and advice to ensure OUSD's compliance with the California Department of Education's requirements (CASEMIS) for special education reporting.

**Discussion**  
*One paragraph summary of the scope of work.* Consultant to provide software updates that comply with the California Department of Education, special educational reporting requirements, telephone and e-mail assistance and troubleshooting support for the SSII program and third party software component for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$40,000.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Faucette Micro Systems. Services to be primarily provided to Programs for Exceptional Children for the period of 07/01/2011 through 06/30/2012.

**Fiscal Impact** Funding resource name (please spell out) Special Ed  
not to exceed \$ 40,000.00

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

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**OAKLAND UNIFIED SCHOOL DISTRICT**

**PROFESSIONAL SERVICES CONTRACT 2011-2012**

This Agreement is entered into between the Oakland Unified School District (OUSD) and Faucette Micro Systems (CONTRACTOR) 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 described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
- Terms:** CONTRACTOR shall commence work on 07/01/2011, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2012.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed forty thousand & 00/100 Dollars (\$ 40,000.00 ). 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 the 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.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  - Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  - Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* \_\_\_\_\_ which shall not exceed a total cost of \$ \_\_\_\_\_.
- 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.

- 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:

Professional Services Contract

**OUSD Representative:**

Name: Katy Babcock  
Site /Dept.: Programs for Exceptional Children  
Address: 2850 West Street  
Oakland, CA 94608  
Phone: (510) 874-3706

**CONTRACTOR:**

Name: Mariene Faucette  
Title: President  
Address: 1170 South Maine Street  
Fallon NV 89406  
Phone: (775) 423-7990

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. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. 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.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
  - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
  - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

**9. 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.

**10. Insurance:**

1. Commercial General Liability Insurance: 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 insured. 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.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
  13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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.
  14. **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 drugs on these sites.
  15. **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.
  16. **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.
  17. **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.
  18. **Termination:** OUSD may at any time terminate this Agreement upon 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.
  19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
    1. **Tuberculosis Screening**
    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.  
  
Contractor initial: \_\_\_\_\_
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
20. **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.
  21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the 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).

Professional Services Contract

- 22. **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.
- 23. **Confidentiality.** The 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 access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, 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.  
  
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.
- 25. **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.
- 26. **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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District'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.
- 28. **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.
- 29. **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.
- 30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: 07/01/2011 Work shall be completed by: 06/30/2012 Total Fee: \$40,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Marie Santes  
 President, Board of Education  
 Superintendent or Designee

Secretary, Board of Education

9-12-11  
Date

Date

CONTRACTOR

Marlene Faucette 7-22-11  
Contractor Signature Date

Marlene Faucette President  
Print Name, Title

Certified:

Edgar Rakestraw 10/22/11

Edgar Rakestraw, OAKLAND UNIFIED SCHOOL DISTRICT  
Board of Education, Office of General Counsel

APPROVED FOR FORM & SIGNATURE  
By: [Signature]  
Attorney at Law

**EXHIBIT "A" Scope of Work**

**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

**Summary for Board Memo and Board Agenda** – Must accurately align with scope of work below.

Consultant to provide software updates that comply with the California Department of Education, special educational reporting requirements, telephone and e-mail assistance and troubleshooting support for the SSII program and third party software component for the period of July 1, 2011 through June 30, 2012, in an amount not to exceed \$40,000.

**SCOPE OF WORK**

Faucette Micro Systems will provide a maximum of \_\_\_\_\_ hours of services at a rate of \$ \_\_\_\_\_ per hour for a total not to exceed \$40,000.00. Services are anticipated to begin on 07/01/2011 and end on 06/30/2012.

- 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.

See attached Maintenance Agreement for SELPA System II attached and incorporated herein for reference.

- 2. **Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). **NOT THE GOALS OF THE SITE OR DEPARTMENT.**

See attached Maintenance Agreement for SELPA System II attached and incorporated herein for reference.

- 3. **Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- |  |  |
|--|--|
| <input type="checkbox"/> Ensure a high quality instructional core      | <input type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health | <input type="checkbox"/> Safe, healthy and supportive schools                |
| <input type="checkbox"/> Create equitable opportunities for learning   | <input type="checkbox"/> Accountable for quality                             |
| <input type="checkbox"/> High quality and effective instruction        | <input type="checkbox"/> Full service community district                     |

Faucette Micro Systems, Inc.  
1170 South Main Street  
Fallon, NV 89406

## MAINTENANCE AGREEMENT FOR SELPA SYSTEM II

**THIS AGREEMENT** is made and entered into this 20th day of April 2011, by and between Faucette Micro Systems, Inc., hereinafter called "**CONSULTANT**" and Oakland Unified School District, hereinafter called "**SELPA**". And is for the sole purpose of maintaining a viable software program named SELPA System II and hereinafter called "**SSII**" which contains a Windows based computer program designed for inputting data into a form compatible with California's CASEMIS requirements, and a Web based program for producing electronic IEPs.

### RECITALS

WHEREAS, **CONSULTANT** has developed **SSII** and is specially skilled, trained, experienced, and competent to render the services and advice of this Agreement and **SELPA** has a need to use the **SSII** program and these services and advice;

NOW, THEREFORE, **CONSULTANT** and **SELPA** mutually agree as follows:

1. **By reference, SSII contains all Programs and Add-on Modules which SELPA has elected to utilize:**

a. Programs:

- 1) # DA-CORE SELPA System II Core Program, multi-user version 2.4.0.8 and higher.
- 2) #WebIEP-CORE SELPA System II Program, multi-user version 2.0.1.1 and higher, consisting of:
  - WebIEP Program,
  - WebIEP Maintenance
  - WebSync, and
  - IEP Transfer

b. Add-on Module(s):

- Low Incidence, multi-user version 2.4.0.1 and higher.
- Web-DA in PHP, multi-user version 3.0.0.1 and higher
- Advantage Replication Licenses for WebDA and Bridge

2. **Services Provided by CONSULTANT:**

- a. **CONSULTANT** shall provide software updates that comply with the California Department of Education (CDE) special education reporting requirements (CASEMIS). These CASEMIS software updates will be completed within 90 calendar days from the CDE release of the FINAL CASEMIS changes.
- b. **CONSULTANT** shall provide telephone and e-mail assistance and troubleshooting support for the **SSII** program and third party software components. This support will include program operational advice, troubleshooting assistance, program errors, noted problems, and System Administration support.
- c. **CONSULTANT** shall provide **SELPA** with a complete listing of all database files, report files, manuals, and software media as necessary for the installation and operation of the program.
- d. **CONSULTANT** shall provide e-mail notification to **SELPA** key personnel regarding incremental version releases. The e-mail will include the version number released and the purpose of the update. Updates will be posted on the **CONSULTANT'S** web site.

- e. **CONSULTANT** shall provide **SELPA** with authorization for, and direct access to the database files for use in generating reports with external reporting and analysis programs.
  - f. **CONSULTANT** will provide alterations as agreed upon by the parties to enhance **SSII** when universally beneficial to the users for general release.
  - g. Using remote access software, **CONSULTANT** may access **SELPA'S SSII** software and database as necessary for evaluating error handling or other **SSII** related operations.
3. **Exclusions from CONSULTANT'S Services: The following items are a non-exclusive list of services excluded from this Agreement and the costs of any services and/or materials provided by CONSULTANT with regard to these items shall, if requested by SELPA, be billable at CONSULTANT'S current rates as listed in Section 6:**
- a. Support of any altered, modified or customized programs and/or files not contained in the standard and general release of **SSII**, whether or not programmed by **CONSULTANT**.
  - b. Downloading (porting) of all software to or from magnetic media formats that are not directly supported by **CONSULTANT**.
  - c. Reconstruction of **SELPA** Data files.
  - d. On-site services, whether it be for technical support, training, programming services or other services.
4. **Responsibilities of SELPA:**
- a. **SELPA** key personnel will notify the end users of incremental version releases and instruct the end users on download procedures.
  - b. **SELPA** may freely download and distribute to the end users all manuals and instructions as posted on **CONSULTANT'S** web site.
  - c. **SELPA** shall work with **CONSULTANT** in defining **SELPA** requirements for the special education student database system and will prepare and furnish to **CONSULTANT** upon his request such information as is reasonably necessary.
  - d. **SELPA** shall assist **CONSULTANT** in communication with the MIS Department to insure software/hardware implementation.
  - e. Adhere to regular backup procedures in accordance with schedules suggested by **CONSULTANT**.
  - f. Perform all routinely required utility procedures (i.e., re-index files) to verify the data integrity and/or refresh data files.
  - g. Attend, at **SELPA'S** discretion, user's meetings coordinated and facilitated by **CONSULTANT** to discuss system requirements or anticipated system updates/changes. Any costs incurred by **SELPA** in attending these meetings shall be at the sole expense of the **SELPA**.
  - h. **SELPA** will provide IEP forms for WebIEP in a Microsoft Word document format. Each Microsoft document must be a separate file. Each form will include a form revision date for clarification of form versions.
  - i. **SELPA** understands that WebIEP takes advantage of the latest published standards for Internet browsers set forth by the W3C Consortium. To utilize these standards, WebIEP requires compatible browsers be maintained on user workstations.



- j. SELPA understands that WebIEP is a generic program that is modified per customer to accommodate each customer's IEP forms. As a generic program, certain underlying processes and the main structure of the program are not customizable and the SELPA must work within the scope of the IEP program. Custom screen layouts are included as a part of the forms process. As required, custom programming is available for a fee.
- k. SELPA shall have their users maintain passwords that are sufficiently complex in nature to maintain system security.

**5. Third party software:**

- a. SELPA System II software utilizes Advantage Database Server of Sybase, Inc. Upgrades of Advantage Database Server will be required periodically to use the newest features and to handle any increase in user count.
- b. The WebIEP program requires the Fytek PDF Report Writer (Server Runtime License) written by Fytek, Inc. There are annual renewal fees on this program.
- c. The WebIEP program requires Apache Webserver software which is an open source product. There are no annual renewal fees on this program at this time.
- d. Commercially available security certificate must be installed on web servers. Your organization may have a security certificate that would cover your server, or CONSULTANT can do the licensing of a commercial license. Labor to install and manage security certificates (SSL Certificates) for the Web Server is performed at the Off-Site Support rate.

**6. CONSULTANT'S Fee and Payment Thereof:**

- a. CONSULTANT shall invoice SELPA for the following DA-CORE maintenance fees based on an annual fee of One & 30/100 Dollars (\$1.30) per current student count. (Current student count shall be defined as the SELPA'S total unduplicated December 2010 Pupil Count as submitted to the CDE.) The current student count total is 4,980.

#DA-CORE SELPA System II Core Program, including Add-on Module #DAA-001 Low Incidence	\$ 6,474.00
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CONSULTANT shall invoice SELPA for the following WebIEP maintenance fees based on an annual fee of One & 00/100 Dollars (\$1.00) per current student count.

#WebIEP-CORE SELPA System II Program	\$ 4,980.00
--------------------------------------	-------------

- b. SELPA shall pay CONSULTANT an annual maintenance for additional Add-On Modules and other Modules at the following rate:

Export Utility for AERIES Maintenance Agreement	\$ 159.00
WebDA in PHP	\$ 1,891.60
Advantage Database Replication Maintenance Covers monitoring of replication into WebDA and Bridge and general maintenance. Programming for additional features or technology changes are not covered under maintenance.	\$ 1,150.00

- c. Technology upgrades fees are periodically necessary when technology improvements are such that SSII requires major reworking of the program and / or structures to adhere to newer technologies or technology requirements.

- d. Any additional work performed outside of those services described in Section 2 will be invoiced at the **CONSULTANT'S** current rates as follows:

Off-Site Support, no minimum requirement \$ 95.00 per hour

On-Site Support, minimum eight (8) hours \$ 125.00 per hour

WebIEP form modifications (English only) \$ 95.00 per hour

Form modifications include programming such as  
Changes to existing WebIEP forms and screens,  
Updating validations based on form changes,  
Programming of expandable reports,  
Library forms additions/modifications  
Forms shared between SELPAs incur modification fees

WebIEP programming of new forms (English only) \$ 950.00 per page  
Forms that require programming for expandability,  
modifications beyond one form, new privileges,  
new status codes, etc. may incur additional per hour  
charges beyond the per page fee.

- e. Annual renewal fees or periodic upgrades may be required on third party software. Third party software fees includes:

Fytek PDF Report Writer license renewal \$ 475.00

Yosemite Server Backup 1 Year Maintenance and Support \$ 300.00

- f. **CONSULTANT** services that cover billable activities will be billed monthly based on work completed, or percentage of work completed, as mutually agreed between **CONSULTANT** and **SELPA**. Any products purchased shall be invoiced upon delivery.
- g. Payment of all charges is due on the thirtieth day from invoice date, in essence 'Net 30' terms. **CONSULTANT** shall submit invoices in triplicate.
- h. **SELPA** will pay no amount of travel or other expenses of **CONSULTANT** under this Agreement.
- i. **SELPA** will not withhold federal and state income tax deductions from payments made to **CONSULTANT** under this Agreement.
- j. **SELPA** will pay appropriate sales tax as billed by **CONSULTANT** based upon California Board of Equalization sales tax regulations.

**7. Duration of Agreement:**

The term of this Agreement shall be from July 1, 2011 through and including, June 30, 2012.

**8. Special Provisions:**

- a. Future maintenance agreements will be contracted on an annual basis. Agreements must be renewed by July 31 of the following fiscal year for support to be uninterrupted.
- b. The DA-CORE maintenance fee calculation structure is based on the Statutory COLA rates as published by the School Services of California, Inc. as a guide to set yearly increases. The rate for 2012/2013 shall be established by taking the 2011/2012 base rate per Current student and then applying the 2012/2013 COLA to the 2011/2012 rate. Projected COLA rates are adjusted to the final COLA rates during the next contract cycle. A negative COLA amount for any year will be treated as 1.000.

# Consultant Fingerprint/Criminal Background Check Waiver Request

**Directions**

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Faucette Micro Systems, Inc.		
Originator Name	Sharon W. Casanares	Site or Department	Programs for Exceptional Children
Which sites or locations will the contractor be working at?			
<b>TB Clearance Requirement</b>			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
How is this contractor going to meet the TB clearance requirement?			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input type="checkbox"/>	

<b>TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY</b>		
<p>CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))</p>		
OUSD Representative's Name	Sharon W. Casanares	Title Executive Director
OUSD Representative's Signature	<i>Sharon W. Casanares</i>	Date 8/18/11

<b>Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)</b>	
Approver Name	Title
Approver Signature	Date
Reason for Approval:	

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: \_\_\_\_\_
  
  - Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
    1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
    2. Meeting announcement for meeting in which the SPSA modification was approved.
    3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
    4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

7/22/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Western Nevada Insurance 686 W Williams Ave  Fallon NV 89406		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (775) 423-7056 x FAX (A/C, No): (775) 423-0266 x E-MAIL ADDRESS: PRODUCER CUSTOMERID#:															
<b>INSURED</b> Faucette Microsystems 1170 S. Maine St.  Fallon NV 89406		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A : Travelers</td> <td></td> </tr> <tr> <td>INSURER B : FirstComp</td> <td></td> </tr> <tr> <td>INSURER C : Progressive Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Travelers		INSURER B : FirstComp		INSURER C : Progressive Insurance Co		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			1-680-1944P61-ACJ-09	9/24/2010	9/24/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$								
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			66430883-2	5/10/2011	11/10/2011	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000 \$ \$								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			1-680-1944P61-ACJ-09	9/24/2010	9/24/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC0019170-06	11/19/2010	11/19/2011	<table border="1"> <tr> <td>WC STATUS-TOTRY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 100,000</td> </tr> </table>	WC STATUS-TOTRY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 100,000
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E.L. EACH ACCIDENT	\$ 100,000														
E.L. DISEASE - EA EMPLOYEE	\$ 500,000														
E.L. DISEASE - POLICY LIMIT	\$ 100,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

A

**CERTIFICATE HOLDER**

Oakland Unified School District  
 2850 West Street  
 Oakland, CA 94608

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RAB 1004

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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

**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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for current fiscal year
- For individual consultants: Proof of negative tuberculosis status within past 4 years
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant)
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured
- For All Consultants with employees: Proof of workers compensation insurance

OUSD Staff Contact Emails about this contract should be sent to: [robin.sasada@ousd.k12.ca.us](mailto:robin.sasada@ousd.k12.ca.us)

## Contractor Information

Contractor Name	Faucette Micro Systems	Agency's Contact	Marlene Faucette		
OUSD Vendor ID #	I012100	Title	President		
Street Address	1170 South Maine Street	City	Fallon	State	NV Zip 89406
Telephone	(775) 423-7990	Email	marlene@fmicro.com		
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

## Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2011	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$	Number of Hours		Total Contract Amount	\$40,000.00

## 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
3310	Special Ed	9755300101	5825	\$40,000.00
			5825	\$
			5825	\$
<b>Requisition No.</b>	R0200602		<b>Total Contract Amount</b>	\$40,000.00

## 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.

1.	<b>Administrator/Manager (Originator)</b>	Name	Katy Babcock	Phone	(510) 874-3706	
	Site / Department	Programs for Exceptional Children			Fax	(510) 874-3707
	Signature	<i>Katy Babcock</i>			Date Approved	8-3-11
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input checked="" type="checkbox"/> Quality Community School Development <input type="checkbox"/> Complementary Learning / After School Programs					
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature	<i>Sharon St. Casanova</i>			Date Approved	8/10/11
	Signature (if using multiple restricted resources)					
3.	<b>Regional Executive Officer</b>					
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature	<i>Sharon St. Casanova</i>			Date Approved	8/10/11
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> <input checked="" type="checkbox"/> Consultant Aggregate Under \$50,000					
	Signature	<i>Maria Santos</i>			Date Approved	9-12-11
5.	<b>Superintendent, Board of Education Signature on the legal contract</b>					
	Legal Required if not using standard contract	Approved	<i>JM</i>	Denied - Reason		
	Procurement	Date Received		PO Number		
					Date 8/30/11	

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