

Board Office Use: Legislative File Info.	
File ID Number	16-1026
Introduction Date	6-8-16
Enactment Number	16-0831
Enactment Date	6-8-16



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) 6-8-16

Subject Professional Services Contract Amendment No. 1 -
Gap Technology -
Technology Services - 986 (site/department)

Action Requested Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Gap Technology. Services to be primarily provided to Technology Services - 986 for the period of 7/1/2015 through 6/30/2016.

Background
A one paragraph explanation of why an amendment is needed.

The Technology Services team has identified the need for additional hours to fulfill the Technology Services resource requirements identified by the Workday team within the OUSD Talent Department. Additional hours are also needed to complete follow-on work related to the recent IFAS upgrade, including significant CDD work, the launch of new modules, and other advanced support items.

Discussion
One paragraph summary of the amended scope of work.

The IFAS Upgrade was successfully launched in November 2015. Pam's contributions to this project were as indicated in the SOW for her original contract. As such, the amendment does not include this deliverable, but does note additional post-upgrade support and deliverables related to the IFAS-Workday integration currently undergoing implementation and testing. Other ongoing items are as per the original contract SOW.

Recommendation Approval by the Board of Education of Amendment No. 1 to the Professional Services Contract between Oakland Unified School District and Gap Technology. Services to be primarily provided to Technology Services - 986 for the period of 7/1/2015 through 6/30/2016.

Fiscal Impact Funding resource name (please spell out) Central Office not to exceed \$ 27,900.00

Attachments

- Contract Amendment
- Copy of original contract and any prior amendments



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 16-1026

Department: Technology Services - 986

Vendor Name: Gap Technology

Project Name: Workday Implementation, IFAS Post-Upgrade Support and Projects

Annual Cost: \$ 27,900 **Project No.:** N/A

Contract Term: Start Date: 7/1/2015 End Date: 6/30/2016

Approved by: John Krull, CTO

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Pam Meissner possesses deep expertise in using IFAS to support mission critical HR, payroll, and financial functions within OUSD. Her unique expertise and knowledge of not only the IFAS system but existing OUSD processes is needed to successfully launch Workday with its bi-directional system integration with IFAS, and also to complete advanced support and follow-up projects related to the recent IFAS upgrade.

Summarize the services this Vendor will be providing.

OUSD Technology Services requires assistance from Ms. Meissner with solution architecture and design, implementation and testing to complete integration of the IFAS system with the Workday application along with advanced support and post-upgrade IFAS projects. In addition, OUSD Technology Services seeks assistance from Ms. Meissner to increase the capacity of OUSD employees to perform critical HR, Payroll and financial functions through increased knowledge sharing and documentation.

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

The rate charged by Pam Meissner is significantly lower than than the \$187.50 per hour charged by Sungard Professional Services for similar work. In addition, the rate charged by Pam Meissner is comparable to that charged by senior consultants providing similar technical services, such as software development, as confirmed by discussions with industry recruiters.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Gap Technology
(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 7/1/2015, and the parties agree to amend that Agreement as follows:

<p>1. Services: <input type="checkbox"/> The scope of work is <u>unchanged</u>. <input checked="" type="checkbox"/> The scope of work has <u>changed</u>.</p> <p>If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.</p> <p><input checked="" type="checkbox"/> <u>Revised scope of work attached.</u> OR <input type="checkbox"/> The CONTRACTOR agrees to provide the following amended services: See Exhibit A for Scope of Work</p>
<p>2. Terms (duration): <input checked="" type="checkbox"/> The term of the contract is <u>unchanged</u>. <input type="checkbox"/> The term of the contract has <u>changed</u>.</p> <p>If the term has changed: The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____.</p>
<p>3. Compensation: <input type="checkbox"/> The contract price is <u>unchanged</u>. <input checked="" type="checkbox"/> The contract price has <u>changed</u>.</p> <p>If the compensation has changed: The contract price is amended by</p> <p><input checked="" type="checkbox"/> Increase of \$ <u>27,900.00</u> to original contract amount</p> <p><input type="checkbox"/> Decrease of \$ _____ to original contract amount</p> <p>and the new contract total is <u>One Hundred Ten Thousand Seven Hundred and 00/100</u> dollars (\$ <u>110,700.00</u>)</p>

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

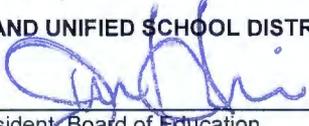
5. Amendment History:

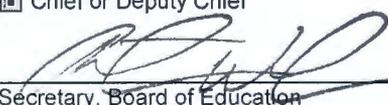
There are no previous amendments to this Agreement. This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT


 President, Board of Education 6-8-16
Date
 Superintendent
 Chief or Deputy Chief


Secretary, Board of Education 6-8-16
Date

CONTRACTOR

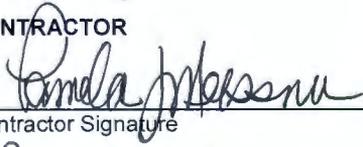

Contractor Signature 5-17-16
Date
PAMELA J. MEISSNER, OWNER
Print Name, Title

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.

The Technology Services department seeks to engage Pam Meissner to provide the following services:

1. Assist the Technology Services team with design and implementation of the IFAS-Workday integration, including:
 - 1.1 Perform analysis and provide recommendations regarding integration design and implementation, including:
 - 1.1.1 Review of the data elements to be transferred between systems
 - 1.1.2 Review of the frequency of data transfers and the associated mechanisms for error handling
 - 1.1.3 Contribute to the design of any reconciliation reports required to troubleshoot issues and verify the integrated systems are working as expected
 - 1.1.4 Other related integration design decisions as needed
 - 1.2 Develop and test the IFAS CDD reports used to import data from IFAS into Workday.
 - 1.3 Develop and execute test plans for the integrated Workday-IFAS system prior to launch
 - 1.4 Assist with ongoing project planning efforts, including project task scheduling, resource planning, and identification of risks and risk mitigation strategies.
 - 1.5 Participate in project meetings with IFAS and Workday stakeholders and the vendors related to the Workday-IFAS integration
 - 1.6 Assist the Technology Services team in troubleshooting issues reported post-launch of the integrated system.
2. Assist the Technology Services team with ongoing troubleshooting related to the recent IFAS upgrade including:
 - 2.1 Assist with porting of Click Drag and Drill (CDD) reports to the upgraded version of IFAS
 - 2.2 Participate in project meetings with IFAS stakeholders and the vendor related to post-upgrade concerns
 - 2.3 Assist the Technology Services team in troubleshooting advanced post-upgrade issues
3. Assist the Technology Services team with project planning, technical decision-making and implementation related to any post-upgrade IFAS projects including:
 - 3.1 Planning and implementing Business Process Review (BPR) recommendations targeted for implementation by Finance
 - 3.2 Contribute to project planning, design and implementation efforts for the launch of additional IFAS modules to be implemented after the initial upgrade
 - 3.2.1 Includes project scheduling, resource planning, and identification of risks and risk mitigation strategies
 - 3.2.2 Additional modules may include documents online, budget, fixed assets, time cards, job ledger, stores inventory, grants management, and web forms
 - 3.3 Develop and execute test plans for process changes and additional modules prior to launch
 - 3.4 Participate in project meetings with IFAS stakeholders and the vendor related to process changes and new modules
 - 3.5 Assist the Technology Services team in troubleshooting issues reported after the launch of process changes and new modules
4. Provide expertise and knowledge transfer on the IFAS system to the Technology Services team
 - 4.1 Assist with troubleshooting of advanced issues and support requests related to HR, Payroll and other modules of the IFAS system
 - 4.2 Assist with the design, implementation and testing of advanced CDD reports
 - 4.3 Provide documentation and training for all design, implementation, troubleshooting, and testing activities
5. Provide assistance with other new IFAS and Workday projects as required

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.

As a result of the services of this Contract:

1. The risks surrounding post-upgrade IFAS projects and the IFAS-Workday integration will be significantly reduced, including:
 - 1.1 Reduced risk of increased project timeline and costs due to problems with the technical approach or integration design, including:
 - 1.1.1 Reduced risk of overlooking necessary data elements in the IFAS-Workday integration
 - 1.1.2 Reduced risk of implementing an integration approach that does not align properly with the associated OUSD business processes
 - 1.1.3 Reduced risk of performing incomplete or insufficient testing throughout the implementation and quality assurance phases of the project
 - 1.2 Reduced risk of possibly severe impact upon District operations after the updated systems are launched, including:
 - 1.2.1 Reduced risk of delays or errors in mission-critical operations (such as payroll) due to bugs not being identified and fixed prior to launch
 - 1.2.2 Reduced risk of substantial time required to troubleshoot issues due to insufficient logging, error reporting, and reconciliation reporting
2. Technology Services capacity and turnaround time on requests will be improved through knowledge sharing and documentation
3. The timelines of IFAS-Workday integration and post-upgrade IFAS projects will be improved so as to better align with stakeholder launch goals
4. Process improvements made possible by the planned system upgrades will be identified and realized to the fullest possible extent
5. Capacity will be increased to complete any other new IFAS and Workday related projects on time and on budget

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 checked="" type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
- a. Relevant page of CSSSP 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.
 - b. Meeting announcement for meeting in which the CSSSP modification was approved.
 - c. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 - d. Sign-in sheet for meeting in which the CSSSP modification was approved.

AMENDMENT ROUTING FORM 2015-2016

PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

- Attachment Checklist
- Contract amendment packet including Board Memo and Amendment Form
 - Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
 - Board approved copy of the original contract and any prior Amendments.

OUSD Staff Contact *Emails about this contract should be sent to: (required)* john.krull@ousd.org

Contractor Information

Contractor Name	Gap Technology	Agency's Contact	Pam Meissner				
OUSD Vendor ID #	I003838	Title	Owner				
Street Address	3237 Ensenada Drive	City	San Ramon	State	CA	Zip	94583
Telephone	925-819-1855	Email (required)	pjmeissner@comcast.net				

Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 82,800.00	Original PO #	P1600799	New Requisition #	R0163861
Amended Amount	\$ 27,900.00	Start Date	7/1/15 1/20/2016	End Date	6/30/2016
New Total Contract Amount	\$ 110,700.00	Pay Rate Per Hour	\$ 120.00	# of Hours	232.5

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
0005	Central Office	9862222101	5825	\$ 27,900.00
			5825	
			5825	

Approval and Routing (in order of approval steps)

Additional services above original contract cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	Administrator / Manager (Originator)	Name	John Krull	Phone	510-879-8872
	Site/Department (Name & #)	Technology Services - 986		Fax	510-879-1848
	Signature			Date Approved	05-04-2016
2.	Resource Manager , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Community Schools & Student Services Dept.				
	<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 checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<input 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			Date Approved	5/10/16
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>				

Legal <i>Required if not using standard contract</i>	Approved	Denied - Reason	Date
Procurement	Date Received	PO Number	

Board Office Use: Legislative File Info.	
File ID Number:	15-1606
Introduction Date:	09/24/2015
Enactment Number:	15-1432
Enactment Date:	09/24/2015



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To: Board of Education
From: Antwan Wilson, Superintendent
Board Meeting Date: 09/24/2015
Subject: Professional Service Contract
Contractor: Gap Technology of San Ramon, CA
Services for: 986-TECHNOLOGY SERVICES

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Gap Technology, San Ramon, CA, for the latter to provide: The Technology Services department seeks to engage Pam Meissner to provide the following services:
1. Assist the Technology Services team with technical decision-making and implementation related to the IFAS upgrade including:
1.1 Develop and execute test plans for the upgraded IFAS system prior to launch
1.2 Assist with porting of Click Drag and Drill (CDD) reports to the upgraded version of IFAS
1.3 Participate in project meetings with IFAS stakeholders and the vendor related to the IFAS upgrade
1.4 Assist the Technology Services team in troubleshooting issues reported after the launch of the upgraded system

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

Assist district employees as requested to perform the following functions:
Assist with the implementation and testing of the IFAS upgrade
Assist with the design, implementation and testing of post-upgrade IFAS projects
Assist with the design, implementation and testing of the IFAS-Workday integration
Assist with other new IFAS and Workday related projects as needed
Provide knowledge sharing and documentation in the areas of IFAS CDD reporting and troubleshooting

Discussion:
(QUANTIFY what is being purchased.)

The Technology Services department seeks to engage Pam Meissner to provide the following services:
1. Assist the Technology Services team with technical decision-making and implementation related to the IFAS upgrade including:
1.1 Develop and execute test plans for the upgraded IFAS system prior to launch
1.2 Assist with porting of Click Drag and Drill (CDD) reports to the upgraded version of IFAS
1.3 Participate in project meetings with IFAS stakeholders and the vendor related to the IFAS upgrade
1.4 Assist the Technology Services team in troubleshooting issues reported after the launch of the upgraded system
2. Assist the Technology Services team with project planning, technical decision-making and implementation related to post-upgrade IFAS projects including:
2.1 Assist in planning and implementing Business Process Review (BPR) recommendations targeted for implementation by Finance
2.2 Assist with project planning efforts for the launch of additional IFAS modules to be implemented after the initial upgrade
2.2.1 Includes project scheduling, resource planning, and identification of risks and risk mitigation strategies
2.2.2 Additional modules may include budget, fixed assets, timecards, job ledger, stores inventory, grants management, and web forms
2.3 Develop and execute test plans for process changes and additional modules prior to launch

Board Office Use: Legislative File Info.	
File ID Number:	15-1606
Introduction Date:	09/24/2015
Enactment Number:	15-1432
Enactment Date:	09/24/2015



OAKLAND UNIFIED
SCHOOL DISTRICT

Ensuring a bright future for every child

Fiscal Impact: Funding Resource name(s) (detailed below) not to exceed \$82,800.00.

\$82,800.00

CENTRAL OFFICE SUPPLEMENTAL

Attachments: Professional Services Contract including Scope of Work

Board Office Use: Legislative File Info.	
File ID Number	15-1606
Introduction Date	09/24/2015
Enactment Number	15-1432
Enactment Date	09/24/2015



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2015-2016

This Agreement is entered into between Gap Technology of San Ramon, CA (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 07/01/2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$86,000.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$86,000.00, whichever is later. The work shall be completed no later than 06/30/2016.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eighty-Two Thousand Eight Hundred Dollars and 00/100 Dollars (\$82,800.00) [per fiscal year], at an hourly billing rate not to exceed \$120.00 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: N/A

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 \$0.00.

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:

Professional Services Contract

OUSD Representative:

Name: JOHN KRULL
Site /Dept.: 986-TECHNOLOGY SERVICES
Address: 1011 Union Street
Oakland, CA 94606
Phone: (510) 879-8288
Email: John.Krull@ousd.k12.ca.us

CONTRACTOR:

Name: Pam Meissner
Title: Owner
Address: 3237 Ensenada Drive
San Ramon, CA 94583
Phone: 925-819-1855
Email: pjmeissner@comcast.net

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.

Professional Services Contract

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

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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

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

Pam Meissner

Contractor Signature

Pam Meissner, Owner

Print Name, Title

Form approved by OUSD General Counsel for 2015-16 FY

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.

The Technology Services department seeks to engage Pam Meissner to provide the following services:

1. Assist the Technology Services team with technical decision-making and implementation related to the IFAS upgrade including:

- 1.1 Develop and execute test plans for the upgraded IFAS system prior to launch
- 1.2 Assist with porting of Click Drag and Drill (CDD) reports to the upgraded version of IFAS
- 1.3 Participate in project meetings with IFAS stakeholders and the vendor related to the IFAS upgrade
- 1.4 Assist the Technology Services team in troubleshooting issues reported after the launch of the upgraded system

2. Assist the Technology Services team with project planning, technical decision-making and implementation related to post-upgrade IFAS projects including:

- 2.1 Assist in planning and implementing Business Process Review (BPR) recommendations targeted for implementation by Finance
- 2.2 Assist with project planning efforts for the launch of additional IFAS modules to be implemented after the initial upgrade
 - 2.2.1 Includes project scheduling, resource planning, and identification of risks and risk mitigation strategies
 - 2.2.2 Additional modules may include budget, fixed assets, timecards, job ledger, stores inventory, grants management, and web forms
- 2.3 Develop and execute test plans for process changes and additional modules prior to launch
- 2.4 Participate in project meetings with IFAS stakeholders and the vendor related to process changes and new modules
- 2.5 Assist the Technology Services team in troubleshooting issues reported after the launch of process changes and new modules

3. Serve as an advisor to Technology Services with regards to ongoing IFAS-Workday integration project planning and technical decision-making, including:

- 3.1 Perform analysis and provide recommendations regarding the design and implementation of the integration, including:
 - 3.1.1 Evaluation of the data elements to be transferred between systems
 - 3.1.2 The use of the HRUTZZ utility to import data from Workday into IFAS
 - 3.1.3 The use of IFAS CDD reports and Workday APIs to import data from IFAS into Workday.
 - 3.1.4 The frequency of data transfers and the associated mechanisms for error handling
 - 3.1.5 The design of any reconciliation reports required to troubleshoot issues and verify the integrated systems are working as expected
 - 3.1.6 Other related integration design decisions as needed
- 3.2 Assist with project planning efforts, including project scheduling, resource planning, and identification of risks and risk mitigation strategies.
- 3.3 Develop and execute test plans for the integrated Workday-IFAS system prior to launch.
- 3.4 Participate in project meetings with IFAS and Workday stakeholders and the vendors related to the Workday-IFAS integration
- 3.5 Assist the Technology Services team in troubleshooting issues reported after the launch of the integrated system.

4. Provide expertise and knowledge transfer on the IFAS system to the Technology Services team

- 4.1 Assist with troubleshooting of advanced issues and support requests related to HR, Payroll and other modules of the IFAS system
- 4.2 Assist with the design, implementation and testing of advanced CDD reports
- 4.3 Provide documentation and training for all design, implementation, troubleshooting, and testing activities

5. Provide assistance with other new IFAS and Workday projects as required



- 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.

As a result of the services of this Contract:

1. The risks surrounding the IFAS upgrade, post-upgrade IFAS projects and the IFAS-Workday integration will be significantly reduced, including:
 - 1.1 Reduced risk of increased project timeline and costs due to problems with the technical approach or integration design, including:
 - 1.1.1 Reduced risk of overlooking necessary data elements when defining the scope of the IFAS-Workday integration
 - 1.1.2 Reduced risk of implementing an integration approach that does not align properly with the associated OUSD business processes
 - 1.1.3 Reduced risk of performing incomplete or insufficient testing throughout the implementation and quality assurance phases of the project
 - 1.2 Reduced risk of possibly severe impact upon District operations after the updated systems are launched, including:
 - 1.2.1 Reduced risk of delays or errors in mission-critical operations (such as payroll) due to bugs not being identified and fixed prior to launch
 - 1.2.2 Reduced risk of substantial time required to troubleshoot issues due to insufficient logging, error reporting, and reconciliation reporting
2. Technology Services capacity and turnaround time on requests will be improved through knowledge sharing and documentation
3. The timelines of IFAS-Workday integration and post-upgrade IFAS projects will be improved so as to better align with stakeholder launch goals
4. Process improvements made possible by the planned system upgrades will be identified and realized to the fullest possible extent
5. Capacity will be increased to complete any other new IFAS and Workday related projects on time and on budget

- 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 checked="" type="checkbox"/> Accountable for quality |
| <input type="checkbox"/> High quality and effective instruction | <input type="checkbox"/> Full service community district |

- 4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number(s):

- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

1. Relevant page of CSSSP 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 CSSSP modification was approved.
3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the CSSSP modification was approved.