

Board Office Use: Legislative File Info.	
File ID Number	12-1223
Introduction Date	5-23-12
Enactment Number	12-1397
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**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) 5-23-12

Subject Professional Services Contract -
Faucette Micro Systems, Inc. Fallon NV (contractor, City State)
968/ Health Services (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Faucette Micro Systems, Inc.. Services to be primarily provided to 968/ Health Services for the period of 03/01/2012 through 06/30/2012.

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

Faucette Micro Systems proposes to build a new 504 plan web-based system for Oakland Unified School District (OUSD). The program will provide an effective way to electronically maintain 504 plans and ensure that OUSD is in compliance with the Office of Civil Rights.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of a professional services contract between Oakland Unified School District and Faucette Micro Systems, Fallon, NV, for the latter to build a new 504 plan web-based system for the period of March 1, 2012 through June 30, 2012, in an amount not to exceed \$33,770.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Faucette Micro Systems, Inc.. Services to be primarily provided to 968/ Health Services for the period of 03/01/2012 through 06/30/2012.

Fiscal Impact Funding resource name (please spell out) Unrest-Health Services
 not to exceed \$ 33,770.00

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, Inc. (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 03/01/2012, 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 Thirty-three thousand seven hundred and seventy Dollars (\$ 33,770.00). 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:* n/a 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: Barbara Parker
Site /Dept.: 968/ Health Services
Address: 2850 West Street
Oakland, CA 94608
Phone: (510) 874-3753

CONTRACTOR:

Name: Marlene 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 at 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 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.) 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: RF

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).

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.

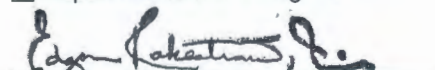
Summary of terms and compensation:

Anticipated start date: 03/01/2012 Work shall be completed by: 06/30/2012 Total Fee: \$33,770.00

OAKLAND UNIFIED SCHOOL DISTRICT




- President, Board of Education
 Superintendent or Designee


 Secretary, Board of Education

5/24/12
 Date

5/24/12
 Date

CONTRACTOR


 Contractor Signature 4-18-12
 Date

Marlene Faucette President
 Print Name, Title

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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.

Ratification by the Board of Education of a professional services contract between Oakland Unified School District and Faucette Micro Systems, Fallon, NV, for the latter to build a new 504 plan web-based system for the period of March 1, 2012 through June 30, 2012, in an amount not to exceed \$33,770.00.

SCOPE OF WORK

Faucette Micro Systems, Inc. will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$33,770.00. Services are anticipated to begin on 03/01/2012 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.

Please refer to the attached Web504 project proposal.

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.

Please refer to the attached Web504 project proposal.

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

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

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.
-

Web504 Project Proposal

A Project Proposal for a Web-based 504 Plan Database

Presented to

Oakland Unified School District

April 4, 2012

by

Faucette Micro Systems, Inc.
1170 S. Maine St
Fallon, NV 89406
775-423-7990

Web504 Project Proposal

Executive Summary

Faucette Micro Systems proposes to build a new 504 Plan web-based system for the Oakland Unified School District (OUSD.) The program would be based upon many of the design ideas found today in our WebIEP 2.0 product that OUSD Programs for Exceptional Children currently uses. Many of the same processes used in WebIEP would be modified to work for 504 plans. Thus the project would be built faster because it would not be a ground up new effort, but would utilize some existing modules, and modification of others. We expect the program could be ready for use in about a sixty to ninety day period from authorization to proceed.

The new program would tentatively be called Web504.

Program Features

The new Web504 would have a similar look and feel to the WebIEP program, and share many of the same concepts. These features include:

- Data entry to screen forms that match paper form layout
- Forms generated as PDF files for printing
- History of Completed 504 plans stored online
- Web-based access from Internet browsers such as IE, Firefox, and Safari
- Validations to insure the minimum requirements for a 504 plan are met
- A team approach to data entry
- Import of Demographic data from District Student Information System
- User authentication to OUSD Active Directory Domain
- Multiple security levels possible, so users can be restricted to just their site or individual students.

We'll briefly review the proposed program features here in the following paragraphs.

Data Entry

The approach to implementing the 504 data entry is to closely follow the layout of the paper forms to a HTML input screen. We have found that system users are much more receptive to using an online system if it closely follows the paper forms with which they are already familiar. This has proven successful in our WebIEP 2.0 product. Further, we implement the data entry forms on a page by page basis, with a navigation bar on the left side of the screen, that permits the user to change input pages with one click.

Printing

Forms printing is accomplished via the generation of a standard PDF file, that can be previewed online in Acrobat Reader, and easily printed from there if desired.

We also have the concept in our system of a Draft Print vs. a Final Print. Before a 504 plan is finalized, it will be printed with a watermark on each page indicating it is a Draft document. Upon completion of all required fields (and passing a Validation Step), the 504 plan then can be printed with the draft watermark removed.

History

Completion of the 504 plan permits the Meeting coordinator or team leader to file the 504 documents to an online history within the system. Once filed to history, the 504 PDF document is stored in a database file. And the data that produced the 504 plan is "locked" so that it cannot be readily changed by users. The history is accessible to all authorized users to read at that point. But the student's plan cannot be readily changed without reopening the student records and specifying a reason for modifying the plan data.

Web-based Access

Since the system would be developed as a web-based database system, it means the system is available from school sites, as well as access by teachers from home using a standard Internet browser. We support such standard browsers as Internet Explorer 7 and higher, Firefox 2.0 and higher, and Safari 2.0 and higher.

Validation Process

One of the necessary steps we find in completion of IEP documents is to insure that all required fields for a student's IEP have been addressed before the document can be considered complete. The same logic can be employed for the Web504 system as well. The system users would be required to pass the validation process before they could print a final copy of the 504 plan, and file it to history within the system.

The validation process is straightforward and intuitive. Links are provided in the error list to take the user back to the form with the error, as well as a description of what the error is, and why it needs to be corrected.

We have a flexible architecture when it comes to this validation step. We can create as many validation rules as needed, or as few as needed. All our validation rules are stored in a table, and this gives us flexibility to add or remove validations without having to make program modifications. Individual validation rules can even be turned off, if necessary, by the system administrator if the validation rule is not working as expected. Later, it can be corrected and re-enabled by our firm when the validation problem is resolved.

Team Data Entry

The Web504 system would be designed for a team approach to data entry. Once a 504 plan is begun, the plan would be available online for other team members to submit their sections of the plan, and to review what others have written as well.

User Security And Authentication

In the WebIEP module, we have security controlled by security privileges. Also we have the concept of groups, and privileges to complete most operations are controlled at the group level. Examples of privileges we have in WebIEP right now are:

- To begin a new IEP document / plan
- To complete a plan and file it to History
- Update a student's plan, or to just view it
- Limiting the students that can be accessed to those of one site, or to just a defined caseload of students
- A District-wide view of students
- System Administrator privileges

We see that similar privileges can be established for 504 plans, as there are similar needs to grant and restrict access.

For user authentication, we can employ a feature we have recently developed where the Web504 user name and password are shared with the OUSD Microsoft Active Directory system. Authentication using existing District user name and password means we do not need a separate user name and password combination for use of Web504. The only requirement is to create a user (usually just one time) in the system that matches the user's District login name. We don't store the user's password in this model, as that is just passed through and authenticated against the Active Directory system.

All logins to the system, as well as the students that are accessed by a user, are logged within the system for audit purposes. These logs of activity are available to the system administrator for review.

Interfacing with District SIS

We have a feature in WebIEP that we intend to implement in Web504, where basic Student Demographic information can be imported from a District Student Information System (SIS.) We have a separate database known as "AllStudents" which would be updated nightly from a district's SIS system. In the case of OUSD, this is the Aeries system. From this AllStudents database, both WebIEP and Web504 can receive current demographic information.

The process to import student demographic data is not live at this moment at OUSD, but we expect that it should be active within about 30 days. This should be well within the time line of implementation of the Web504 system.

System Training

Our usual model for training users in our system is a "train the trainers" model. It is usually not practical for us to train each user on the system directly, due to distance limitations and costs. We find it very valuable to train the key people who will administer the system, and also a group of teachers who will act as trainers to others on the system. Also, it would be helpful to have a trainer on the 504 system at each school site, but this may not be practical in every case. But it does make it easier for

getting new users onboard with using the system if they have someone to consult with at their particular school site.

Web and Database Server

Since this project involves a web-based application and database, there is always the question of provision of hardware and software licenses to implement the system. We anticipate the system will be housed on a virtualized server by OUSD Technology Department, and housed at the OUSD Data Center. (This is the same approach we use with WebIEP for Programs for Exceptional Children.) Some of the project costs are able to be kept down as we do not anticipate a separate web server and database server are required. We have included the costs associated with third-party products used with our system and required to be installed with the combined web and database server, including Advantage Database Server from Sybase and Fytek PDF Report Writer module.

Project Cost

We have included a quote here for the system cost of \$45,520 for initial start up and training on the system. We have included time to modify the database and framework of WebIEP to fit the 504 Plan model. This involves some screen changes and database changes. Also, we quoted implementation of 20 forms. This number may go up or down, depending on your actual requirements. Form and screen programming usually runs \$950 per page; however, forms which have complex printing requirements may incur additional costs.

Also included in the Project Proposal is for five days of onsite training. We're suggesting four days for end user training (training of trainers) and one day for system administration and setup. The training is flexible, so more training could be added if desired.

Timeline for Project

The programming team at Faucette Micro Systems could begin work on this project within approximately 30 days from receipt of a purchase order. We expect a development timeline would likely be about 60-90 days in length.

About Faucette Micro Systems

Faucette Micro Systems is a team of dedicated individuals that have been working with technology and education for more than twenty years. We have been involved with the SELPA System II and WebIEP databases since 2000, and the predecessor system (SELPA System I) since 1992. Our involvement with Programs for Exceptional Children at OUSD dates back to 1997.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/23/2012

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).

PRODUCER Western Nevada Insurance Services, Inc. 686 W. Williams Ave. Fallon NV 89406	CONTACT NAME: Russ Brooks PHONE (A/C, No, Ext): (775) 423-7056x E-MAIL ADDRESS: FAX (A/C, No):																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Travlers Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>First Comp Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>USLI Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travlers Insurance Company		INSURER B:	First Comp Insurance Company		INSURER C:	USLI Company		INSURER D:			INSURER E:			INSURER F:	
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INSURED Faucette Microsystems 1170 S. Maine St. Fallon NV 89406																					

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 SUBR INSR 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		I-680-1944P61-AACJ-11	9/24/2011	9/24/2012	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 2,000,000
							\$
A	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		9892024311011	2/5/2012	8/5/2012	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 type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ISF-CUP-2046P032-11	9/24/2011	9/24/2012	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$
							\$
B	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 <input type="checkbox"/> N/A		LWC0001262	12/1/2011	12/1/2012	WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Errors and Omissions		TK 1005284B	11/3/2011	11/3/2012	\$1,000,000 per Inc and \$2,000,000 Agg	

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

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

RA Brooks

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OUSD Consultant General Liability Insurance

Reduced Insurance Requirement or Waiver Request

Directions

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Quick Tips: Consultant General Liability Insurance." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have no interaction with students.

Steps:

1. OUSD Contract Originator completes request form
2. OUSD Contract Originator submits request form and **copy of contract** with Scope of Work to Risk Management at 1025 2nd Avenue, Room 115A or email Reginald.crowell@ousd.k12.ca.us and Pauline.williams@ousd.k12.ca.us
3. Risk Management considers request and returns form within 10 business days to OUSD Contract Originator
4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

Contractor Name	Faucette Micro Systems	Contract Amount	\$ 23,000.00
OUSD Originator Name	Barbara Parker	Site / Department	968/Health Services

Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?

The contractor poses low risk to the District because they will only be working with OUSD staff. The contractor will not come into contact with any children.

Signature of Contract Originator Requesting Waiver

If submitted via email, type name and send from principal or manager's email account.

OUSD Principal or Manager

Barbara Parker

Date

Risk Management

Approved: Based on the scope of work provided, I approve the following adjustment to the General Liability Insurance requirement for this contract:

Reduced Requirement : \$ _____ Waiver of General Liability Insurance Requirement

Reason for reduction or waiver: _____

Denied: Unfortunately, this contract does not qualify for a reduction or waiver

Denial Reason: _____

Signature

Date

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

OUSD Staff Contact Emails about this contract should be sent to: barbara.parker@ousd.k12.ca.us

Contractor Information

Contractor Name	Faucette Micro Systems, Inc.	Agency's Contact	Marlene Faucette
OUSD Vendor ID #	I012100	Title	President
Street Address	1170 South Maine Street	City	Fallon
Telephone	(775) 423-7990	State	NV
		Zip	89406
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	03/01/2012	Date work will end	06/30/2012	Other Expenses	
Pay Rate Per Hour (required)	\$	Number of Hours		Total Contract Amount	\$ 33,770.00

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
0000	Unrest-Health Ser	9681310302	5825	\$ 33,770.00
			5825	\$
			5825	\$
Requisition No.	R0204357	Total Contract Amount		\$ 33,770.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Barbara Parker	Phone	(510) 874-3753
	Site / Department		968/ Health Services	Fax	(510) 874-3748
	Signature	<i>Barbara Parker</i>		Date Approved	4/9/12
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Regional Executive Officer				
	<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	<i>Whitney Jarkey</i>		Date Approved	5/2/12
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000				
	Signature	<i>Maria Santos</i>		Date Approved	5-10-12
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement	Date Received			PO Number	



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. The OUSD contract originator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (CFO, CSO, CAO or Assistant 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		
Originator Name	Barbara Parker	Site or Department	968/Health Services
Which sites or locations will the contractor be working at? Health Services			
TB Clearance Requirement <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.</i> How is this contractor going to meet the TB clearance requirement? <input type="checkbox"/> Proof of TB clearance is in the contract packet <input checked="" type="checkbox"/> TB Waiver requested			

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.] 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))

OUSD Representative's Name	Barbara Parker	Title	Coordinator
OUSD Representative's Signature		Date	4/18/12

Approval Cabinet Level approval required (CFO, CSO, CAO or Assistant Superintendent)			
Approver Name		Title	
Approver Signature		Date	
Reason for Approval			