

Board Office Use: Legislative File Info.	
File ID Number:	13-2695
Introduction Date:	03/12/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

Board Meeting Date: 03/12/2014

Subject: Professional Service Contract

Contractor: Software Project Consulting Inc. of Piedmont, CA

Services for: 922-COMPLEMENTARY LEARNING

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Software Project Consulting Inc., Piedmont, CA, for the latter to provide: Contractor will be responsible for the following: Operating instructions and program fixes for: Generate mail merge for Parent Letters. Generate Principals Lists of students assigned for regular update from March-June. Create the Audit-1-2-3-4- report to clean up Aeries data as assignments change through Options Process in order to avoid duplicates. Generate Persistence reports to allow director to have data required to optimize parent choices. Additional Options Data analysis and Demographic Data Analysis as needed. Create reports for initial CELDT testing at school sites, to meet EL compliance. Generate lists of eligible EL students for reclassification. Generate PNL letters, reclassification letters and certificates for parents and students. Generation of Preprinted applications. for the period of 09/18/2013 through 06/30/2014 in an amount not to exceed \$35,000.00.

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

The contractor is needed to perform the following: Analyze previous year's Options data and generate accurate reports.
Maintain and update pre-scheduled records to insure no duplicates and a smooth transition from CDC to K-12 databases.
Make sure that assignments of SDC students in Aeries match PEC assignments. Create the CELDT lists for 2012-2013 based on Aeries data as well as maintenance of Language Fluency and Home Language data integrity. The contractor's main task will be the implementation and execution of the lottery process' data management system at the direction of the director, which also includes updating addresses and maintaining the database back end to store application information and track appeals. The contractor will also use skills in Sequel and Mail Merges to make sure

Discussion:
(QUANTIFY what is being purchased.)

Contractor will be responsible for the following: Operating instructions and program fixes for: Generate mail merge for Parent Letters. Generate Principals Lists of students assigned for regular update from March-June. Create the Audit-1-2-3-4- report to clean up Aeries data as assignments change through Options Process in order to avoid duplicates. Generate Persistence reports to allow director to have data required to optimize parent choices. Additional Options Data analysis and Demographic Data Analysis as needed. Create reports for initial CELDT testing at school sites, to meet EL compliance. Generate lists of eligible EL students for reclassification. Generate PNL letters, reclassification letters and certificates for parents and students. Generation of Preprinted applications.

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Fiscal Impact: Funding resources below not to exceed \$35,000.00

\$10,000.00 General Purpose-Unrestricted

\$25,000.00 MEDICAL ADMINI ACTIVIT

Attachments: Professional Services Contract including Scope of Work

Waiver Summary

Resume / Statement of Qualifications

EPLS Search Results Page

Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

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

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 09/18/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$83,400.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$83,400.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Thirty five thousand Dollars (\$35,000.00) [per fiscal year], at an hourly billing rate not to exceed \$50.00 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

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:* NONE, which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**
CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: YUSEF CARRILLO
Site /Dept.: 922-COMPLEMENTARY LEARNING
Address: 746 Grand Ave
Oakland, CA 94610
Phone: 510-273-1600

CONTRACTOR:

Name: Paul Gerken
Title: President
Address: 120 Ronada Ave, Suite C
Piedmont, CA 94611
Phone: 510-601-9200

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.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

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

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

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 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:** CONTRACTOR will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

Professional Services Contract

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

- 23. Conflict of Interest: CONTRACTOR shall abide by and be subject to all applicable 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.

- 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.epls.gov/epls/search.do)
- 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. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 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.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS 10/10/2013
[] President, Board of Education Date
[X] Superintendent or Designee

Secretary, Board of Education Date

CONTRACTOR

Paul Gerken 11/12/2013
Contractor eSignature Date

Paul Gerken, President
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.

Contractor will be responsible for the following: Operating instructions and program fixes for: Generate mail merge for Parent Letters. Generate Principals Lists of students assigned for regular update from March-June. Create the Audit-1-2-3-4- report to clean up Aeries data as assignments change through Options Process in order to avoid duplicates. Generate Persistence reports to allow director to have data required to optimize parent choices. Additional Options Data analysis and Demographic Data Analysis as needed. Create reports for initial CELDT testing at school sites, to meet EL compliance. Generate lists of eligible EL students for reclassification. Generate PNL letters, reclassification letters and certificates for parents and students. Generation of Preprinted applications.

- 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.

In order to manage the over 15,000 applications which the Student Assignment & Bilingual Testing Office processes each year, we must have the technological support to process and track these applications. Students will be able to apply for their schools of choice, and receive notification of their assignment. The assignment process follows the board priorities, and different variables (schools, capacities, etc.) must be used to determine these assignments. The consultant will ensure that the database and software used runs properly and solve related technological problems. Specific measurable outcomes include ensuring that letters are printed on-time, ensuring that the assignment software is working properly, analyzing data to assist staff in creating school capacities, and creating several reports provide results to the cabinet.

Students who need the initial CELDT will be identified by the consultant who will also provide reports detailing the students who have been tested and still need testing.

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" 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 checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input checked="" 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): Not Applicable
No Restricted Funds

- 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.

ContractsOnline: Contract Waiver Summary

Site Number-Name: 922-COMPLEMENTARY LEARNING

Principal / Department Head: YUSEF CARRILLO

Contractor Name: Paul Gerken

Business Name: Software Project Consulting Inc.

Contract Type: Standard

Anticipated Start Date: 09/18/2013

Contract End Date: 06/30/2014

Rate Type: HOURLY

Contract Amount: \$35,000.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: WAIVED

Waiver-Reduction Type: WAIVED

Other Reduction Amount:

Approval Date: 09/20/2013

Approved by Deputy Superintendent

Billing Waiver Status: NA

Approval Date:

Fingerprint Waiver Status: Approved

Approval Date: 10/08/2013

TB Test Waiver Status: Approved

Approval Date: 10/08/2013

Paul Gerken
Paul.Gerken@LMI.net
(510) 601-9200
Piedmont, California

OBJECTIVE

Data Analyst

SUMMARY OF QUALIFICATIONS

Installed complex application changes on time with 99.999% customer satisfaction

Proven written and verbal skills via business specifications and presentations

Conducted daily 7:30am status and planning meetings across 4 time zones

Worked extensively in writing & executing test plans and cases:

unit, integration, acceptance, regression, implementation, end-to-end
Black-box and White-box testing of functions, features, fields, and user documentation

Handled programming projects and solved team dynamics problems

Full SDLC (Software Development Live Cycle) testing experience

Professional experience in the Banking, Insurance and Telecom industry

Senior Consultant and Technical Lead positions

SKILLS

Office: Excel, Access, Word, Project, Visio
OS: Win-XP/Win-2000/Win-NT, OS/390, MVS, ACP/TPF, VM/CMS
Software: MS-SQL, VBA/Access, SQL/DB2, COBOL, SAS, TSO/ISPF, Java, IBM-Assembler, CICS/VS, SDF
Scripting: JCL, Clist/Rexx script
Hardware: X86(Intel and AMD), IBM-Mainframe, Hitachi-Mainframe
Test Tools: JUnit, JMP(JVM-PI), Compuware-Replay, Expeditor
Protocols: TCP/IP, FTP, HTTP 1.1, SMTP, POP3, NDM
Configuration: Endeavor, ChangeMan
Web: HTML, DHTML, JavaScript

WORK EXPERIENCE

Wells Fargo-Business Direct

Data Developer/Subject Matter Expert 5/12 - 7/12 -- Contract

Designed and wrote Collateral Monitoring for Secured Line of Credit (SLOC).
A daily suite of twelve programs in SAS and COBOL, plus 3 NDMs to Oracle db,
with seven extracts from other SOR, including 5 from Hogan systems.
Handled three data quality fixes to BD cardholder files for the product team.

Data Developer/Subject Matter Expert 10/11 - 12/11 -- Contract

Update FDR Customer number using Hogan Customer XREF--
Created monthly stream of four jobs to coordinate data across two systems
Fixed Wachovia converted data for Annual Gross Sales

Data Conversion Developer/Subject Matter Expert 5/09 - 11/10 -- Contract

Wachovia Credit Card (TSYS) and Credit Line (FDR) conversions--
File Interfaces testing and validation for 250 files
Data Migration semi-monthly system for 11 files
Marketing extracts via SQL for customer letters
Names extracts, matching, and Guarantor updating sub-system

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

Research Analyst/Application Developer

Designed and implemented the following applications--
Central Enrollment Tool for next year's school assignments (mainly K,6,9)--
About 20 screens(Access), 4 tables(SQL Server), 60 reports(Excel lists, Pivot
Tables)
Wait List data entry, reporting, and drill-down of unassigned students
BiLingual Testing planning, reporting, and mail-merge processing
GPA Disaggregation using Access, MS-SQL and custom forms
CAHSEE (Exit Exam) analysis using MS-SQL and EXCEL pivot tables
Attendance reporting of period absences using normalized MS-SQL tables and
dynamic SQL GROUP-BY statements

ProSearch Staffing 1/04 - 2/05

Consultant

Connected Lan membership database with Web update screens using email queues
Wrote form VBA code for outbound SMTP and inbound POP3 access via shareware components
Wrote VBA Access 2000 methods for the Lan, and updated the HTML/PHP web pages
Ran pilot tests, refactored operational interface for ease of use

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

Satisfied GASB-34 regulation for fixed asset accounting
Created Excel depreciation system, using VBA macros to compute annual depreciation
Accommodated partial year depreciation, via arithmetic on asset purchase/sale dates
Reviewed results with users and with outside auditors

Infinidim Enterprises 3/03 - 4/03 Contract
Technical Consultant

Used JMP (a JVM-PI Memory Profiler) to diagnose a JAI/TIFF image processing program
Rewrote IO as low-level direct seek and read to grab an entire row into an array
Rewrote main to handle all 100 input files in parallel, by using arrays of files & buffers
Reduced run time by a factor of 60 (from 28 hours down to 28 minutes)
and memory requirements by a factor of 30 (from 1.5 Gb down to 50 Mb)

(Family matters 5/02 - 9/03)
(Assistant Administrator during mother-in-law illness, hospice, and estate/tax/trust distribution)

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

Team Leader for Business Interfaces, to eliminate 45 of the 100 files going to other systems
Reduced external vendor NDM (TCP/IP) file transmission costs by \$45,000 per month
Developed special SAS-Macro reporting via Proc-Tabulate / 2-D Pivot Table for acceptance testing
Wrote functional QA tests for account creation, deletion, cloning, embossing, activation,
purchases, statements, rewards, payments, delinquency, charge-off, and general ledger
Handled rewards programs and interfaces to Maritz and to NCCI, and cashback program
Used automated nightly test runs to certify programming changes
Coordinated problem solving analysis of departmental time-series analytical database (TSBK)
Analyzed source code to determine quantity/quality of custom changes for Wells Fargo

Team Leader for Business Credit Card specifications of a new reporting subsystem
Designed pilot system in SAS, and leader of a 3 person Cobol development team
Created and QA-ed 15 reports for 2 departments, which were tested by external auditors

Design Leader for migration of programs and data for Credit Card BIN# changes
Migrated 250,000 Consumer accounts to Business, giving lower MasterCard

Association fees to the bank

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

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

Conducted installation script reviews with all 5 operations shifts

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

SBC Pacific Bell 3/96 - 8/97 Contract

Senior Technical Leader

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

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

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

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

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

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

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

for field provisioning, switch activation, 911/411, and directory/yellow pages

Coordinated changes to security, CICS tables, control files, ENDEVOR, and to operations

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

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

Wells Fargo Bank 6/95 - 12/95 Contract

Technical Leader

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

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

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

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

First Nationwide Bank 10/93 - 12/94 Contract

Design Leader

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

Participated in JAD with 15 users to develop 200 pp Requirements document

Designed the application; lead development team in writing 250 pp functional specifications

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

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

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

Supported independent test team in resolution of test items

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

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

Memberships

Berkeley Community Chorus and Orchestra (BCCO)

Berkeley, CA

San Francisco Choral Society

San Francisco, CA

EDUCATION

ASP.NET 3.5 in C#

Foothill College, Los Altos Hills, CA

Java, JSP, XML, HTML, Agile, TDD, Linux

Software Development Conferences, San Jose, CA

Competent Toastmaster (CTM) Public Speaking

Lakeview Toastmasters, Oakland, CA

OO-Design in Java

UCB Extension, San Francisco, CA

Graduate Studies in Systematics

University of Chicago, Chicago, IL

B.A., Mathematics and Philosophy (double major)

Valparaiso University, Valparaiso, IN