Educational Management Solutions

Reaching New Heights of Employee Performance & Organizational Success



Specifications & Pricing

Performance Appraisals Plus
For

San Leandro Unified School District

EMS Corporate Office
119 West Iron – 2nd Floor - Salina, Kansas 67401
(855) 840-2100 www.emsaccess.com

Your partner in building effective HR Solutions

San Leandro Unified School District
Performance Appraisals Plus

Contents

	Page
Company Background and Qualifications	
Educational Management Solutions	2
School Based HR Expertise	2
Building Partnerships for Solutions	2
"Best Practice" Performance Appraisal Design	2
Paperless Workflow and Web-Based Processing	2
Project Team Qualifications	3
Benefits of Approach	4
Project Methodology	
Planning	5
Consultation & Design	5
Data Conversion and Transfer	6
System Development	6
Deployment of Performance Appraisal+	7
System Integration	7
Cost and Payment Structure	
Project Payment Fee	8
Annual License & Support Fee	8
Attachments	
Minimum System Specifications	9
Service Agreement – Performance Appraisals Plus™	10

Submitted By
Educational Management Solutions
Murphys, California
209-728-2100

Company Background & Qualifications

Educational Management Solutions

Educational Management Solutions (EMS) is a recognized leader in consulting, training and software solutions specifically targeted to meet the Human Resource needs of school systems. Working exclusively with public school systems since 1997, EMS clients include over 200 school systems throughout the United States. EMS has an unmatched breadth of expertise gained from previous work in both the private and public sectors. Further, EMS has combined this experience in personnel management, compensation planning, employment regulations, and workers compensation with leading edge technology designed to provide solutions in the development, analysis, management and uses of job information.

Structure: Limited Liability Company

Established: 1992, State of California

Contact: Fred Corn, Marketing Director
Office:855-840-2100
Cell: 760-889-9591

Corporate Address:
Educational Management Solutions
119 W Iron, 3rd Floor
Salina Kansas 6741
www.emsaccess.com

School Based HR Expertise

EMS staff have decades of experience in school district human resource administrative roles. This experience provides an understanding of the unique culture and needs of school districts. With our school based expertise EMS can provide a wide range of effective, efficient and legally compliant human resource solutions and realistic implementation strategies.

Building Partnerships for Solutions

EMS provides in-depth collaboration with clients to create effective and efficient solutions to operational needs. This collaboration creates realistic implementation strategies that meet a district's specific needs. From our client-centered planning sessions and communication processes, to our on and off-site research, assessment, training and client support, EMS provides a level of comprehensive assistance that is unmatched. EMS strongly believes in a partnering approach.

"Best Practice" Performance Appraisal Design

Having an accurate and complete understanding of the required scope and function of each job classification is the foundation of managing and improving employee performance. EMS uses a process that provides a combination of accurate job-related data analysis, objective measurement criteria, and buy-in by employees and supervisors. This "best practice" methodology replaces the frequently used generic evaluation tool that has been found to be unreliable and less than satisfactory to employee and supervisor alike. This process provides school systems with a defensible and effective job-related evaluation processes.

Paperless Workflow and Web-Based Processing

The enormous amount of manual processing and workflow maintenance required by a traditional "paper and pencil" performance appraisal system is daunting and makes effective data analysis and timely decision making nearly impossible. Using our outstanding web-based workflow and process automation solutions, school systems are able to reduce supervisor and Human Resource staff time and frustration, enhance communication with employees and increases, the availability and timeliness of data needed for sound strategic and tactical decision making.

Project Team Qualifications

Following are the principal personnel that will be involved in implementing the Performance Appraisal System for the District and their specific roles. Additional information can be provided upon request.

Nancy Boyd (*Data Customization, System Set-up & Workflow*) Nancy is a certified Job Analyst and has over 20 years of statistical research experience in both the public and private sectors. Ms. Boyd has developed, implemented and supported a wide range of software application training programs for administrative personnel.

Fred Corn (*Project Coordination & Consultation*) Fred has experience in HR management with specialization in employee benefits and compensation. Mr. Corn, in addition to his background in school operations has a degree in Computer Science and significant experience in programming and application of computer technologies for human resource operations.

Shawn Williams (*System Personalization, Deployment & Testing*) Shawn has experience as a systems analyst with major computer network systems. Mark is a Microsoft Certified Professional with experience in software development and implementation including Access, SQL, Oracle and a number of proprietary HR software system installations for state and county agencies as well as school systems.

Larry Hunn (*Consultation & HR Staff Training*) Larry has extensive experience in personnel management and workers compensation administration in both the public and private sectors. As a former educator and counselor, Mr. Hunn developed innovative approaches with employers to assist students with special needs in transitioning from school to the workplace.

Benefits of the Approach

During the course of this project EMS will provide the combination of consultation, software solutions and training needed to maximize the benefits that can be gained by your school system. Specific benefits include:

- **Nationally Recognized Leader in School Human Resource Consulting**: Working with a consultant that is nationally known for successfully serving only school systems throughout the United States ensures that the project will be done effectively and accurately.
- **High Level of Employee and Supervisor Buy-In**: Our unique consultation and process validation techniques ensure the participation of all employees and supervisors that will be impacted by the enhanced employee performance appraisal system ensure buy-in of all parties to the study's process and successful implementation.
- **Alignment of Evaluation Factors with Job Expectations**: Our proprietary Multi-Point evaluation factor development processes allow our analysts to work with you to develop evaluation factors that fully encompass all of the areas your school system needs each job classification to perform.
- **Effective Employee Performance Tools for All Employee Classifications**: Effectively managing and improving employee performance requires customized structures and processes for each classification of school employees. From Administrators, to Support Staff, to Teachers, our strategic planning, consultation, implementation and training allow your school system to successfully develop and implement employee performance tools that encourage and measure all employees.
- **Paperless Workflow and Process Automation:** Using our "best in class" web-based software solution, your school system will be able to reduce supervisor frustration, Human Resource staff time, enhance communication with employees and increase the availability and timeliness of data needed for sound strategic and tactical decision making.
- **Enhanced Employee Communication and Understanding**: Our accurate, individualized evaluation factors focusing on the scope, function and required competencies of each job classification and easy to access employee and supervisor web portals provide a platform and structure that encourages communication, understanding and buy-in by all parties.
- **HR Staff and Supervisor Training**: Throughout our project consultation and implementation processes Human Resource staff and evaluating supervisors will receive training on the system usage, necessary legal issues and will learn best practice employee appraisal techniques.
- **Specific, Achievable Work Goals and Performance Results:** Our flexible and specific employee performance appraisals, real-time data analysis tools and easy, accessible employee and supervisor web portals increase engagement, development of realistic evaluation factors and drive real performance results.
- **Multiuse Application to Maximize Ongoing Useful of Data**: Our proprietary hosted *Performance Appraisals*+™ software provides all of the information, tools and training necessary for your Human Resource staff and evaluating supervisors to be able to maintain a uniform process for employee related decisions throughout school district operations. While EMS staff members are always available to provide assistance, your Human Resource staff will be able to effectively and efficiently utilize, maintain and update employee appraisal management processes, workflows and time lines in an easy and efficient manner.

Project Methodology

This is an employee performance management system that includes consultation, personalization and Software Implementation designed to enhance and automate the employee performance appraisal process of the District. The project will incorporate "best practice" performance management strategies, school validated job specific evaluation factors, flexible customized consulting to provide accurate and effective workflow processes and hosted web-based software solutions.

Planning

This phase provides an opportunity to review and confirm the scope of the project, identify critical activities, analyze the District's current employee appraisal and performance management practices, develop timelines, and assign specific responsibilities. This phase includes:

Plan Development: During this phase, EMS representatives will meet with the District's Human Resource Department staff to the current appraisal process and review the specific activities required to deploy the proposed Performance Appraisal System. Consideration will be given to the District's desired level of defensibility, resources available, limitations of work setting/schedules and indirect factors. Once these factors are reviewed, the sources of information and the appropriate methods of consultation, data collection, data transfer, software implementation and training can be finalized. A Project Plan identifying key project components, responsibilities and time frames of EMS and District personnel will be the output of this phase. The Plan will serve as a "road map" for the consultation, implementation and training phases of this project.

Project Communications / Meetings: Orientation communications will be organized as needed to allow the Human Resource staff, District administrative staff, and Supervisory staff gain an understanding of project processes and objectives. Throughout these communications EMS and District staff will work together to explain the project processes and to address questions.

District Participation: This project will be a collaborative effort of the District and EMS staff. However, EMS will be responsible for the overall management of the project, conducting the major processes and ensuring that the outcomes are achieved. The District will assign an individual to act in a coordinating role with EMS during these project phases.

Consultation & Design

The overriding philosophy of this project is to develop accurate, effective, understandable and defensible employee performance management processes. The heart of this project can be found in *current process analysis* and project *design*. During the *current process analysis* the District's current evaluation factors, appraisal processes and workflows for each project job classification will be analyzed and documented. EMS and District Human Resource staff will engage in the process of designing performance appraisal management processes and work flows which are based on "best practice" performance management strategies and match District philosophies and needs. The Performance Management Consultation phase of this project will ensure that the end result of the project is arrived at efficiently and that it fully meets the Districts needs. This phase includes:

Current Process Analysis*:* The District's current performance appraisal processes will be analyzed through a combination of document review and collaboration with Human Resource and District administrators. This analysis will result in the documentation of current evaluation factors, measurable standards, performance rating scales, evaluation cycles, employee / supervisor relationships, work flows, timelines and relevant District policies.

Design Consultation: This phase will include the following two (2) levels of consultation.

- Best Practice Performance Management Strategies – "Best Practice" performance evaluation, communication processes design, and related administrative processes will be reviewed with Human Resource and District administration.

- District Vision and Strategic Planning – EMS staff will collaborate with Human Resource and District administrators to determine how "best practice" methodologies can best be matched with current employee appraisal processes and District vision to design an enhanced performance management solution specifically for the District . Finally, a formalized plan and workflow design will be documented. This documented plan will a utilized throughout the remainder of the project and will provide a benchmark from which to measure the final product.

Data Conversion and Transfer

During this phase the District Human Resource and Information Technology staff will be required to provide all necessary District data and/or act as a liaison between ESM and other software vendors to provide the data required to personalize and implement *Performance Appraisals*+™ for use by the District. The data must be collected and transferred through any of the following three (3) separate methods.

Electronic District Data: This is data that is stored in an electronic format and is readily available to District Human Resource and/or IT staff. EMS will collaborate with District Human Resource and IT staff to Identify and collect this data. Collected data will then be converted into the proper format(s) and transferred into the Performance Appraisals+™ database.

Vendor Controlled District Data: Some necessary District data may be held by and/or controlled by other (Human Resource, Finance, etc.) vendors. EMS will collaborate with District staff and the appropriate vendors to identify and collect this data. District staff will be required to serve as the primary liaison with identified vendors and will be responsible for retrieval of data from these vendors.

Other Required Data: Required data that can not be collected in an acceptable electronic format and/or cannot be retrieved from other vendors will be the responsibility of District staff to provide to EMS. EMS will collaborate with District staff to minimize the amount and/or difficulty the District will incur to acquire the required data.

After all the required data has been collected, EMS will transfer this data into the Performance Appraisals+ database for testing and future use by Human Resource and District administrators.

System Development

This phase will include personalization of the Performance Appraisals+ web portal user interface, system deployment and testing, training, pilot implementation and final system deployment as follows:

System Personalization: EMS will collaborate with District Human Resource and IT staff to personalize to the District's specifications the "look and feel" of the Performance Appraisals+ web portal user interface. In addition EMS will work with District representative(s) to set up agreed upon appraisal structures, role security, processes and workflows.

Testing: Upon completion of the initial system customization and setup, the District 's licensed iteration of the hosted EMS Performance Appraisals+™ performance management solution will be deployed and beta tested for accuracy by District.

Human Resource Staff Orientation and Training: EMS will provide training to selected Human Resource staff regarding the use of the Performance Appraisals+™ employee/administrator web portal. The training will address system usage; and employee appraisal strategies. Training will be provided prior to pilot implementation of the deployment of the Performance Appraisals+™ desktop 'administrative console". This training will equip District Human Resource staff to maintain and update the Performance Appraisals+™ system data and evaluation cycles with only periodic support from EMS.

Pilot Implementation: Finally, a small subsection (or department) of the District will be selected as a pilot group. After orientation and training by EMS and District Human Resource staff, this pilot group will perform a live test of the District appraisal structures, process and workflows.

Deployment of Performance Appraisals+™

The District will be licensed with EMS proprietary hosted Performance Appraisals+™ software solution for use in ongoing employee performance appraisal and performance management processes. The client's hosted software deployment will be customized with all information gathered during the course of the project so that the District will be able to continue maintaining a fair, equitable and defensible appraisal processes. The deployment phase will be supported with:

Train the Trainer HR Staff Training: EMS will provide "train-the-trainer" training to selected Human Resource staff regarding the use of the Performance Appraisals+™ employee/administrator web portal. Training aides will also be provided for use in ongoing District training, assistance and support processes. This raining is designed so that the District has the capability to provide a level of training for the users of the web portal in the capacity of evaluators and/or reviewers for the performance appraisal process as follows:

Evaluator & Reviewer Training: District trainers will provide training to administrators and other employee groups identified by during the Planning Phase regarding the use of the Performance Appraisals+™ employee/administrator web portal. The training will address "best practice" employee performance appraisal and communication strategies upon which the Performance Appraisals+™ performance management system is based. District administrators will receive training on

System Integration

While the deployment of Performance Appraisal+ will formally complete this project, EMS personnel will be available for a 90-day period at no additional cost (with the exception of out-of-pocked expenses associated with any requested onsite consultation) to assist the District in implementing the use of Performance Appraisal+.

Cost and Payment Structure

Project Payment Fee

EMS has analyzed the District's objectives and the following references the project's payment requirements based on the project components as described in the body of the proposal for the deployment of the referenced *Performance Management System*. There are two options for payment available. Payments are due upon receipt of invoice. The options are:

Project Structure and Pricing - Invoiced upon the receipt of a signed Service Agreement. Deliverables are referenced for the purposes of monitoring.

A. ***Planning: Plan Development*** – *Collaboration with District personnel and development of initial Project Plan.*

B. ***Consultation & Design*** – Initial consultation of current practices, and workflow and modification of Project Plan to include workflow design following consultation.

C. ***Data Conversion and Transfer*** – Conversion and transfer of District data into Performance Appraisals Plus™ software.

D. ***System Development and Testing –*** Deployment of a hosted iteration of the Performance Appraisals Plus™ software system.

E. ***System Deployment: HR and Evaluator Training –*** Training the District Human Resource staff to assist employee evaluators in the use of Performance Appraisals Plus™ and performance management strategies.

F. ***Deployment of Performance Appraisals+*** – EMS personnel will be available during a 90-day period immediately following full deployment of Performance Appraisals+ to District personnel

Implementation & Consulting Cost: $6,000

For Hosting, License and Support through 6/30/16: $2,500

Implementation / 1st Year Total Cost	**$8,500**

NOTE: This pricing includes 2 onsite visits as well as unlimited phone and/or web based training and support during the implementation year. Additional onsite visits during the implementation year and all onsite visits in subsequent years may require additional cost based on time onsite and transportation costs.

Annual License & Support Fee:

EMS will license the software for use by the District through **June 2018**. Following this grace period an annual fee of **$2,500**. In addition to maintaining the license agreement the District's HR Department designee receives the following: telephone and web-based support for consultation and software assistance, web-based software training, and software updates at no additional cost.

.

Attachment A

Minimum System Specifications for Performance Appraisals+™

Hardware Requirements:

- PC with Pentium III 700mhz processor or above (or Mac OSX)
- SVGA (800 x 600) or higher monitor (1024 x 768 preferred)
- 256 Color or higher video (16K colors preferred)
- Mouse or pointing device

Internet Browser Requirements:

- Windows: MS Internet Explorer 7 or later; Firefox 2.0 or later; Google Chrome 20 or later
- Mac OS X: Safari 10 or later; Firefox 2.0 or later; Google Chrome 50 or later
- Adobe Acrobat Reader 7.0 or later

Service Agreement for Performance Management System

This Agreement made and entered into by and between San Leandro Unified School District (District) and Educational Management Solutions LLC (Contractor) on 3/14/2017 agrees as follows:

WHEREAS the Contractor has specific expertise in the uses of educational system human resources services and software systems and the District desires to retain the services of Contractor to provide consultation, software and support services to enhance the District's human resources operations through the implementation of a web-based employee appraisal system.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

I. **Services provided by Educational Management Solutions as referenced in *Proposal: Performance Management System Design, Consultation & Implementation for San Leandro Unified School District.***

a. ***Planning –*** Development of

b. ***Consultation & Design*** – Consultation and design performance appraisal management work flow which match District philosophies and needs.

c. ***Data Conversion and Transfer*** – Conversion and transfer of District data into the hosted Performance Appraisals Plus™ software solution.

d. ***System Development***– Implementation and testing of a hosted iteration of the Contractor Performance Appraisals Plus™ software system.

e. ***System Deployment*** – Training the District human resources staff and employee evaluators in the use of Performance Appraisals Plus™ and performance management strategies.

II. Financial Requirements of District.

a. An initial one-time non-refundable payment for services as listed below.

Consultation and System Customization

Data Conversion and Transfer

Web-based System Set Up and Implementation

Web-based Supervisor / Evaluator Train-the-Trainer Training

b. An annual hosted software licensing fee.

Total Initial Payment	$ 8,500.00

c. Initial and all other payments are due upon receipt of invoice.

III. **Renewal.** Agreement will automatically renew for successive twelve (12) month periods of July 1st of each year beginning in July of 2018. Agreements will continue each year until cancelled in writing in accordance with Section IV of Agreement.

IV. **Termination.** This Agreement may be terminated by either party, without cause, by giving the other party 30 days written notice. Notice must be made by mail or electronic mail. Notwithstanding the above, Contractor may terminate service under this Agreement at any time, without penalty, if the District fails to comply with the terms of this Agreement, including non-payment. Contractor reserves the right to charge a reinstatement fee up to 50% of annual hosted software licensing fee as stated in Section II-B of this Agreement.

V. Material, Data, Hardware and Software.

a) The District will provide Contractor with material and data as required by Contractor for system implementation. Contractor shall make no effort to validate this information for content, correctness or usability

b) Use of Contractor of Contractor hosted software solution requires a certain level of knowledge in use of Internet Browsers (e.g. Internet Explorer, Chrome, Safari, Firefox etc.)

c) The District is responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access system including high speed internet with a connection quality capable supporting the Contractor service. Contractor makes no representations, warranties or assurances that the District's equipment will be compatible with the Contractor service.

VI. **Limited Liability.**

a. Contractor shall indemnify and hold the District harmless from and against any and all liability, loss, damage, cause of action, cost or expense arising out of or in any way connected with any negligent or intentional act or omission or any other actionable conduct by Contractor, its officers, employees, and/or agents. Likewise, the District shall indemnify and hold Contractor harmless from and against any and all liability, loss, damage, cause of action, cost or expense arising out of or in any way connected with any negligent or intentional act or omission or any other actionable conduct by the District, its officers, employees, and/or agents.

b. The District expressly agrees that neither Contractor, nor its employees, affiliates, agents, third party information providers, merchants licensers or the like, warrant that Contractor Server service will not be interrupted; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information contained in or provided by the District.

c. Under no circumstances, shall Contractor, its officers, agents or anyone else involved in creating, producing or distributing Contractor Server service be liable for any direct, indirect, incidental, special or consequential damages that result from the District use of or inability to use the Contractor Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance.

VII. **Relationship of Parties.** In providing the services described in this Agreement, Contractor shall act as an independent contractor and not as an employee of the District. The relationship between Contractor and District is, and at all times shall remain, solely as an independent contractor relationship, and shall not be, or be construed to be, a joint venture, partnership or other relationship of any nature. In accordance with that relationship, Contractor shall assume all responsibility for any federal and state income tax withholding, social security, disability, and any other deductions from income that Contractor is properly required to make as an independent contractor. The Contractor shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.

VIII. **Confidentiality of Information.** During the term of this Agreement and any extensions thereof, the District may make available to Contractor confidential information necessary for the Contractor to provide the required scope of services including but not limited to salary information, contractual agreements and/or other documents, as consideration therefore, Contractor expressly warrants:

a. It is agreed and understood that such information furnished to the Contractor by the District or their officers, employees or agents, or information received by the Contractor during the performance of services under this Agreement is confidential information, and will not be disclosed by the Contractor by any means to other persons or entities.

b. Upon termination of this Agreement, for any reason, Contractor shall promptly return to District all documents and any other information deemed by the District to be of a confidential nature, and Contractor shall not make copies or facsimiles of same for use or the use of others.

IX. **Enforcement.** If any provision or portion of this Agreement is held unreasonable, unlawful or unenforceable by account of competent jurisdiction, the provision will be deemed to be modified to the extent necessary for the provision to be legally enforceable to the fullest extent permitted by applicable law. Any court of competent jurisdiction may enforce any provision of this section or modify any provision in order that the provision can be enforced by the court to the fullest extent permitted by applicable law.

X. **Modification.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

XI. **Integration**. This Agreement in conjunction with the above referenced preceding proposal is the final expression of all items of the Agreement between Contractor and District. There are no promises, statements, verbal understandings, or agreements of any kind, pertaining to this Agreement other than specified herein.

XII. **Contacts**. For the purposes of implementation and management of the services under this Agreement the following individuals will serve as the primary contacts for the respective parties.

Educational Management Solutions
Attn: Fred Corn, Director of Marketing
PO Box 1290
Murphys, Ca 95247-1290

District:
San Leandro Unified School District
835 E. 14th Street
San Leandro, CA 94577

IN WITNESS WHEREOF, it is deemed that the parties hereto have executed this Agreement on the date and year above written.

For: Educational Management Solutions
(EIN 91-1785494)

Fred Corn, Director of Marketing

Date:_____

For: District

_____
Name

_____
Signature

Date:_____