

Board Office Use: Legislative File Info.	
File ID Number	14-2077
Introduction Date	11-5-14
Enactment Number	14-1874
Enactment Date	11/5/14 <i>o</i>



# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent

**Board Meeting Date** *Nov. 3, 2014*  
*(To be completed by Procurement)*

**Subject** Professional Services Contract - Hatchuel Tabernik & Associates, Inc.  
 - High School Network (site/department)

**Action Requested** Ratification of professional services contract between Oakland Unified School District and Hatchuel Tabernik & Associates, Inc. Services to be primarily provided to High School Network for the period of July 1, 2014 through September 30, 2014.

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

HTA is an expert in writing federal grant proposals that result in awards. Staff in the district contribute vision, purpose, essential information, and on-the-ground program planning; HTA ensures that OUSD addresses all the requirements specified in the grant guidelines; and together OUSD and HTA create a high quality competitive federal grant proposal.

**Discussion**  
*One paragraph summary of the scope of work.*

A contract between Oakland Unified School district and Hatchuel Tabernik & Associates, Inc., Berkeley, CA, for the latter to provide \$20,275.00 in services to plan and prepare a competitive GEAR-UP grant application and will deliver the following: planning assistance; program narrative grant writing; evaluation plan; project abstract grant writing; budget development; budget narrative; GEAR-UP specific forms; editing and formatting; assistance with attachments; quality assurance; and packaging and submission of the grant application.

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Hatchuel Tabernik & Associates, Inc. Services to be primarily provided to High School Network for the period of July 1, 2014 through September 30, 2014.

**Fiscal Impact** Funding resource name (please spell out) \_\_\_\_\_ not to exceed \$ 20,275.00

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

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OAKLAND UNIFIED SCHOOL DISTRICT

**PROFESSIONAL SERVICES CONTRACT 2014-2015**

This Agreement is entered into between Hatchuel Tabernik & Associates, 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 July 1, 2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than September 30, 2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty thousand Two Hundred Seventy Five Dollars (\$ 20,275.00) [per fiscal year], at an hourly billing rate not to exceed \$ 141.05 per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: N.A.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* N.A., which shall not exceed a total cost of \_\_\_\_\_.

**5. CONTRACTOR Qualifications / Performance of Services:**

**CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

**Standard of Care:** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

**OUSD Representative:**

Name: Kevin Taylor  
Site /Dept.: High School Network  
Address: 1000 Broadway, Ste. 680  
Oakland, CA 94607  
Phone: 510-879-8133  
Email: kevin.taylor@ousd.k12.ca.us

**CONTRACTOR:**

Name: Timothy Tabernik  
Title: President  
Address: 2580 9th Street, Suite 211  
Berkeley CA ~  
Phone: (510) 559-3139  
Email: ttabernik@htaconsulting.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

- i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

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

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

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

**Professional Services Contract**

13. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
  14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
  15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
  16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
  17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
  18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
    1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
    2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **No Rights in Third Parties:** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
  20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
    1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
    2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
  21. **Limitation of OUSD Liability:** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
  22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

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, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

- 24. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).

- 25. Litigation: This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement.

- 26. Incorporation of Recitals and Exhibits: The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 27. Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

- 28. Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

- 29. Signature Authority: Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

- 30. Contract Contingent on Governing Board Approval: OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Secretary, Board of Education

CONTRACTOR

Contractor Signature

Timothy Tabernik President

Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY.

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By: O.A.

## 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.

Hatchuel Tabernik & Associates, Inc. (HTA) will provide assistance to OUSD to plan and prepare a competitive GEAR-UP grant application and will deliver the following: planning assistance; program narrative grant writing; evaluation plan; project abstract grant writing; budget development; budget narrative; GEAR-UP specific forms; editing and formatting; assistance with attachments; quality assurance; and packaging and submission of the grant application, for the period July 1, 2014 through September 30, 2014, in an amount not to exceed \$20,275.00.

**Professional Services Contract**

**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.**

The GEARUP grant specifies the following outcomes. In year one, the district will establish a 7 year cohort of 5,060 students (students in 6th and 7th grade in fall 2014). The grant period extends for 7 years and for the cohort will include high school graduation and the first year of postsecondary.

Goal 1. Enhance climate for teaching and learning for grades 6-12, to be measured by specific targets for GEAR UP students' 1) Social-emotional learning responses on the California Healthy Kids (CHKS) Survey; 2) School Connectedness Scale on the CHKS Survey, and 3) Teachers' responses on the CHKS School Climate Survey.

Goal 2. Increase academic performance and college preparation, to be measured by specific targets for GEAR UP students' 1) average daily attendance at school; 2) completion of a set of yearly college preparation standards to be defined; 3) passing Common Core Math 1 by 8th grade; 4) passing Algebra 1 with a C grade or better by 9th grade; 5) taking two years of math beyond Algebra 1; 6) completion of "a-g" requirements for admission to California's public 4-year college systems; 7) placement into college English and math without need for remediation.

Goal 3. Increase students' and families' knowledge of and expectations for post-secondary education, to be measured by specific targets for students who 1) demonstrate college knowledge and 2) say they expect to graduate and go to college, and families who 3) demonstrate college knowledge and 4) actively assist their children in academic preparation for college.

Goal 4. Increase rates of high school graduation and enrollment in postsecondary education, to be measured by specific targets for GEAR UP students who 1) graduate from high school, 2) enroll in post-secondary education by 2020-21, and 3) are on track to graduate from college.

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

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

Please select:

- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: \_\_\_\_\_
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
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.

# Hatchuel Tabernik & Associates Inc.

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## Proposal

**Date:** June 4, 2014  
**To:** Madeleine Clarke, Oakland Unified School District (OUSD)  
**From:** Tim Tabernik, President  
**RE:** Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR-UP) Grant Writing Services

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Hatchuel Tabernik & Associates (HTA) is an independent consulting firm that provides cost-effective, high-quality services for public agencies, educational institutions, nonprofit organizations, charitable foundations, and health care organizations.

### Experience

HTA has many years of success in writing government and foundation grants, yielding our clients over \$400 million in funding since 1998. From interpreting the nuances of an RFP to assisting with securing memoranda of understanding or pulling together stakeholder partnerships, HTA has the experience, knowledge and flexibility to respond quickly and effectively. Our staff and associates contribute a rich mix of specific technical expertise, a diverse knowledge of communities and content areas, and cultural/language capacities. Their pragmatic and academic credentials encompass experience and training in grant writing and fundraising, strategic planning, program evaluation, statistical analysis, program management, training, and community organizing. Content areas include public health, behavioral health, corrections, social work, K-16 education, bilingual education, geographic information systems, journalism, and publishing. This broad knowledge base enables us to effectively pursue funding from multiple sources. The HTA team is committed to our clients' success and always willing 'to go the extra mile.

### Approach

As a full-service consulting firm, HTA draws on the experience of its entire staff when crafting competitive grant proposals. Our evaluation team designs and writes evaluation plans ranging from basic data collection and analysis to sophisticated multi-year experimental or quasi-experimental designs; assists with data analysis and presentation; and consults on content areas of expertise. If a proposed project envisions a community needs assessment process, our grant writers call on our planning team to help outline a process that meets our client's needs within the funder's parameters. Our collaborative approach and breadth of skills allow us to build well-thought-out, realistic grant packages that capture readers' interest and set the stage for effective implementation.

HTA has developed systems to create proposals that are both technically correct and compelling. From start-up and discovery, through budget development, research on best practices and exemplary programs, narrative construction, compilation and completion of all required forms and



attachments, quality assurance, and packaging and submitting a final application, HTA has thought through every step of the complex and demanding grants process.

### Grant Writing Team

Our grant writing team is comprised of **Tim Tabernik**, co-founder and President of HTA, whose extensive experience in the nonprofit and public sectors, and longstanding relationships with many key contacts consistently bring significant value to our clients' fundraising efforts; HTA Grant Team Manager **Randy Malat, MA, MS**, has written successful grant proposals that have raised over \$130 million in funding for school districts, city and county governments, community colleges, and non-profit organizations in the Bay Area since 2001; **Jayne Williams, MA**, Senior Associate, has written successful grant proposals in the Bay Area since 1996, raising over \$165 million in funding for city and county governments, school districts, workforce investment organizations, and non-profit organizations; and **Sara Sherman, MBA**, Grants Coordinator, who brings extensive experience with operations, marketing, financial and project management and provides coordination, grants research and project management support to HTA's busy grant writing team.

In addition to our core grant writing team, HTA works with a number of experienced affiliate grant writing associates on a project by project basis. These associates generally have subject matter expertise specific to the project. HTA Senior Associates and our project management staff work with all affiliate associates to assure consistency, quality, and an exceptional experience for our clients. We also draw on our firm's experienced Planning and Evaluation staff to help craft competitive grant proposals for our clients.

### Description of Project

We propose to assist OUSD to plan and prepare a competitive GEAR-UP grant application with a deadline of July 7, 2014.

#### HTA will deliver the following:

- Planning Assistance
- Program Narrative Grant Writing
- Evaluation Plan
- Project Abstract Grant Writing
- Budget Development
- Budget Narrative
- GEAR-UP Specific Forms
- Editing and Formatting
- Assistance with attachments
- Quality Assurance
- Packaging and Submitting

#### Client is responsible for the following:

- Needs data
- Program design information
- Organizational capacity information
- Budget information
- All required attachments
- Timely review of all narratives, budgets and other materials
- Registration on Grants.gov in a timely manner
- ***Delivery of all final materials 48 hours prior to the deadline***

Estimated HTA hours required for the deliverables above: 143.75

Estimated client hours required for the deliverables above: 54.25

## Fees

Assuming that there is no substantive change in the scope of work, you will be billed one lump sum for the above grant writing services. We ask you to provide 50% of the fee upon contracting for these services. The flat fee is based on the following cost estimates:

<b>Fee Structure</b>	<b>Flat Fee</b>
<b>Full fee</b>	<b>\$20,275</b>
<b>Due Upon Contracting</b>	<b>\$10,138</b>

<b>Activity</b>	<b>Total Hours</b>	<b>Total Cost</b>
<b>Start Up</b>		
Project Launch/Communication		
Background Review		
RFP Review		
<b>Subtotal</b>	<b>8.25</b>	<b>\$1,150</b>
<b>Program Planning</b>		
Program design development		
Facilitation/Meetings/Travel		
<b>Subtotal</b>	<b>13</b>	<b>\$1,950</b>
<b>Grant Writing/Development</b>		
Grant Writing		
Evaluation Section Development		
Needs Data Research		
Background Research		
Editing/Formatting/QA		
Meetings/Communication		
Project/Timeline Management		
<b>Subtotal</b>	<b>92</b>	<b>\$13,600</b>
<b>Budget</b>		
Budget Development		
Budget QA and Formatting		
Budget Narrative		
<b>Subtotal</b>	<b>12.5</b>	<b>\$1,500</b>
<b>Forms, Attachments, and Supporting Documentation</b>		
Application Forms		
Assistance with Attachments		
Project/Timeline Management		
<b>Subtotal</b>	<b>11.75</b>	<b>\$1,400</b>
<b>Packaging and Submitting</b>		

Activity	Total Hours	Total Cost
Packaging & Submitting		
Project/Timeline Management		
Quality Assurance		
	<b>Subtotal</b>	<b>6.25</b>
		<b>\$675</b>
<b>Total Cost</b>	<b>143.8</b>	<b>\$20,275</b>
<b>Maximum Grant Award</b>		<b>\$7,000,000</b>
<b>Potential Return on Investment</b>		<b>34425%</b>

Pricing of services is calculated based on:

Principals	\$175/hr
Senior Associate	\$150/hr
Associate	\$125/hr
Project Coordinator	\$100/hr
Administrative/Project Assistant	\$ 50/hr

## Conclusion

We welcome the chance to work with you on this project, and thank you for the opportunity. If you have further questions, please feel free to contact me at your convenience.

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : hatchuel\* tabernik\***  
**Record Status: Active**

<b>ENTITY</b>	HATCHUEL TABERNIK & ASSOCIATES, INC.	Status:Active
DUNS: 171356475	+4:	CAGE Code: 3KFW7 DoDAAC:
Expiration Date: Jan 8, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2560 9TH ST STE 211		
City: BERKELEY	State/Province: CALIFORNIA	
ZIP Code: 94710-1713	Country: UNITED STATES	



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CMA

DATE (MM/DD/YYYY)

02/10/2014

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

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

<b>PRODUCER</b> Farallone Pacific Insurance Services, License# 0F84441 859 Diablo Avenue Novato, CA 94947 Dan Buick	<b>Phone: 415-493-2500</b> <b>Fax: 415-493-2505</b>	<b>CONTACT NAME:</b> Courtney Massa <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> cmassa@fp-ins.com <b>PRODUCER CUSTOMER ID #:</b> HATCH-1	<b>FAX (A/C, No):</b> 415-493-2505
	<b>INSURED</b> Hatchuel Tabernik & Associates 2560 9th St., Ste. 211 Berkeley, CA 94710		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Republic Indemnity Co. of CA <b>INSURER B:</b> The Hartford <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 008

REVISION NUMBER: 000

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	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input 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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	156724-12	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>B</b>	<b>Professional Liab.</b>		00 PG 0277106	12/31/2013	12/31/2014	Limit 1,000,000 Ded. 5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Issued as evidence of professional liability & workers compensation coverage only.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified  
 School District  
 Attn: Risk Management  
 900 High Street  
 Oakland, CA 94601

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/12/2014

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.

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<b>PRODUCER</b> BANC OF AMERICA INS SERVICES INC 480204 P:(800) 771-9055 F:(800) 771-6080 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (800) 771-9055		<b>FAX (A/C, No):</b> (800) 771-6080
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> HATCHUEL TABERNIK AND ASSOCIATES INC 2560 9TH ST STE 211 BERKELEY CA 94710	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
	INSURER A: Sentinel Ins Co LTD		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR PYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			48 SBA LC9991	07/25/2014	07/25/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46 SBA LC9991	07/25/2014	07/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/IN OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> Oakland Unified School District Attn: Risk Management 900 HIGH ST OAKLAND, CA 94601	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

## 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 meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the 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: Results page of the Excluded Party List ( <a href="https://www.sam.gov">https://www.sam.gov</a> )
	<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. (Ref. to Section 10 of the Contract)

**OUSD Staff Contact** Emails about this contract should be sent to: (required) Madeleine.Clark@ousd.k12.ca.us

## Contractor Information

Contractor Name	Hatchuel Tabernik & Associates, Inc.	Agency's Contact	Timothy Tabernik			
OUSD Vendor ID #	V013083	Title	President			
Street Address	2580 9th Street, Suite 211	City	Berkeley	State	CA	Zip ~
Telephone	(510) 559-3139	Email (required)	ttabernik@htaconsulting.com			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

Anticipated start date	July 1, 2014	Date work will end	September 30, 2014	Other Expenses	
Pay Rate Per Hour (required)	\$ 141.05	Number of Hours (required)	143.75		

## Budget Information


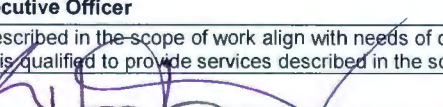
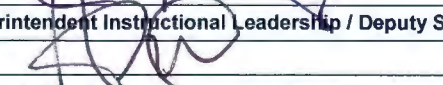
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0000	General Purpose	9411444703	5825	\$ 20,275.00
			5825	
			5825	
<b>Requisition No. (required)</b>	R0151499		<b>Total Contract Amount</b>	\$ 20,275.00

## 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.sam.gov>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Kevin Taylor		Phone	510-879-8133
	Site / Department	High School Network			Fax	510-879-3687
	Signature				Date Approved	9/19/14
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
	<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.	<b>Regional Executive Officer</b>					
	<input checked="" type="checkbox"/> Services described in the scope of work align with needs of department or school site <input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature				Date Approved	9/19/14
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature				Date Approved	9/26/14
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract					
<b>Legal Required if not using standard contract</b>		Approved		Denied - Reason		Date
<b>Procurement</b>	Date Received			PO Number	P1502291	