

Board Office Use: Legislative File Info.	
File ID Number	10-1794
Introduction Date	8-2-10
Enactment Number	10-1503
Enactment Date	8-11-10



OAKLAND UNIFIED
SCHOOL DISTRICT

excel Success

every student. every classroom. every day.

Memo

To Board of Education

From Anthony Smith, Ph.D., Superintendent *VEN JS*

Board Meeting Date
(To be completed
by Procurement) 8-11-10

Subject Professional Services Contract
Hatchuel Tabernik & Associates Berkeley CA (Contractor, City, State) -
912 - College and Career Readiness Office (site/department)

Action Requested Ratification by the Governing Board of a professional services contract between Oakland Unified School District and Hatchuel Tabernik & Associates.
 Services to be primarily provided to 912 - College and Career Readiness Office
 for the period of 07/24/2010 through 06/30/2011.

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

Services are required to plan and prepare a competitive Smaller Learning Communities grant application. The College and Career Readiness Office does not have the capacity to write a competitive grant, yet the federal Smaller Learning Communities grant could bring \$2 million in resources to each of Oakland High School, Oakland Technical High School and Skyline High School. The SLC grant supports the restructuring of large public high schools into smaller units for the purpose of improving academic achievement in large public high schools. It will support the current Linked Learning initiative in providing common teacher planning time for improving services to students within pathways.

Discussion
One paragraph summary of the scope of work.

HTA will meet regularly with high school principals, Network Executive Officers and College and Career Readiness Office representatives to develop the content of the grant. HTA will deliver the grant narrative, abstract, budget forms, budget narrative, evaluation plan, editing and formatting, forms and attachments, packaging and submitting, template for letters of support, GEPA 427 (Equitable Access to and Participation in Federally Assisted Programs), and letter of transmittal to State Single Point of Contact.

Recommendation Ratification by the Governing Board of a professional services contract between Oakland Unified School District and Hatchuel Tabernik & Associates.
 Services to be primarily provided to 912 - College and Career Readiness Office
 for the period of 07/24/2010 through 06/30/2011.

Fiscal Impact Funding resource name (please spell out) Unrestricted
not to exceed \$ 12,975.00.

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 2010-2011

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

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 07/24/2010, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2011.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twelve Thousand, Nine Hundred Seventy Five Dollars (\$ 12,975.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

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

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

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - ☐ Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - ☐ Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - ☐ Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - ☒ Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement except: no exceptions which shall not exceed a total cost of \$ _____.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Jeannie Johnson

Site /Dept.: 912 - College and Career Readiness Office

Address: 4521 Webster Street

Oakland, CA 94609

Phone: (510) 879-2144

CONTRACTOR:

Name: Timothy Tabernik

Title: President

Address: 2560 9th Street, Suite 211

Berkeley CA 94710

Phone: (510) 559-3193

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.

2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:

- i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.
- ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

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

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:

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

Check one of the boxes below:

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

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

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

OR

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

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

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
 1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: TSI

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
28. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
29. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
30. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

Summary of terms and compensation:

Anticipated start date: 07/24/2010 Work shall be completed by: 06/30/2011 Total Fee: \$ 12,975.00

OAKLAND UNIFIED SCHOOL DISTRICT

- ☐ President, Board of Education
☐ Superintendent

Date

CONTRACTOR

Contractor Signature

Date

CERTIFIED:

Date

Timothy Tabernik

President

Print Name, Title

Edgar Rakestraw, Jr., Secretary
Board of Education

LEGISLATIVE FILE

File ID No. 10-1794
Introduction Date 8-2-10
Enactment No. 10-1503
Enactment Date 8-11-10

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

HTA will meet regularly with high school principals, Network Executive Officers and College and Career Readiness Office representatives to develop the content of the grant. HTA will deliver the grant narrative, abstract, budget forms, budget narrative, evaluation plan, editing and formatting, forms and attachments, packaging and submitting, template for letters of support, GEPA 427 (Equitable Access to and Participation in Federally Assisted Programs), and letter of transmittal to State Single Point of Contact.

SCOPE OF WORK

Hatchuel Tabernik & Associates will provide a maximum of 110.00 hours of services at a rate of \$ 118.00 per hour for a total not to exceed \$ 12,975.00.

Services are anticipated to begin on 07/24/2010 and end on 06/30/2011.

- 1. Description of Services to be Provided** Please provide a one or two paragraphs program description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and the outcome specific to this consultant.

HTA will meet regularly with high school principals, Network Executive Officers and College and Career Readiness Office representatives to develop the content of the grant. HTA will deliver the grant narrative, abstract, budget forms, budget narrative, evaluation plan, editing and formatting, forms and attachments, packaging and submitting, template for letters of support, GEPA 427 (Equitable Access to and Participation in Federally Assisted Programs), and letter of transmittal to State Single Point of Contact.

- 2. Specific Duties and Outcomes:** Be specific as to what *this* consultant will do. Provide details as to program participation (Students will...) and measurable outcomes (Participants will be able to...).

This service will support the overall district goal of every student graduating prepared for college and career. Specifically, the SLC grant supports the restructuring of large public high schools into smaller units for the purpose of improving academic achievement in large public high schools. It will support the current Linked Learning initiative in providing common teacher planning time for improving services to students within pathways.

- 3. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- ☐ **Action Item included in Board Approved SPSA (no additional documentation required)**

Action Item Number: _____

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

1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified" and the modification date, school site name, both principal and school site council chair initials and date.
2. Meeting announcement for meeting in which the SPSA modification was approved.
3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
4. Sign-in sheet for meeting in which the SPSA modification was approved.

N/A

HTA

Hatchuel Tabernik & Associates Inc

Scope of Work

Date: July 1, 2010
To: Jeannie Johnson, Oakland Unified School District (OUSD)
From: Tim Tabernik, Hatchuel Tabernik and Associates (HTA)
RE: Smaller Learning Communities Grant Writing

Description of Project:

We propose to assist OUSD to plan and prepare a competitive Smaller Learning Communities grant application.

HTA will deliver the following:

- Grant narrative
- Abstract
- Budget forms
- Budget narrative
- Evaluation plan
- Editing and Formatting
- Forms and Attachments
- Packaging and Submitting
- Template for Letters of Support
- GEPA 427 – Equitable Access to and Participation in Federally Assisted Programs
- Letter of Transmittal to State Single Point of Contact

OUSD is responsible for the following:

- District/Board clearances
- Signatures from the Superintendent
- Obtain signatures for Letters of Support
- Needs data
- Prior grant information (if any)
- Budget information
- Securing matching funds as necessary
- Organizational capacity information
- Program design information
- Timely review of all narratives, budgets and other materials
- Proof of negotiated indirect cost rate (if any is being charged)

Fees

The grant writing is a deliverable contract proposal. Assuming that there is no substantive change in the scope of work, OUSD will be billed \$12,975 for grant writing.

This fee is based on the following cost estimates. Each item represents the sum cost of work which may include work done at various rates of pay by team members. The total cost is delineated in the following table:

Activity	Total Cost
Startup	
Client Startup Meeting	
Internal Startup Meeting	
Subtotal	375
Document Review	
Review RFP	
Review previous grant materials	
Subtotal	863
Program Planning	
Develop program design	
Methods for showing stakeholder support	
Subtotal	888
Budget	
Develop budget numbers	
Complete budget forms	
Budget Narrative	
Subtotal	950
Research Grants/Data	
Background Research	
Subtotal	375
Partnership Development	
MOU Development	
Subtotal	200
Grant Writing	
Narrative	
Abstract, GEPA, Human Subjects Narrative	
Subtotal	6,000
Evaluation Plan	
Evaluation Plan	
Subtotal	500
Editing/Review/Formatting	
Review and edits of first draft	
Final review, edits, formatting	
Subtotal	950
Forms/Attachments	
Forms	
Attachments	
Subtotal	588

Packaging/Submitting	
Packaging/Submitting	
Subtotal	300
Project Management	
Internal communication	
Client communication	
Project timeline management	
Subtotal	988
Grand Total	12,975

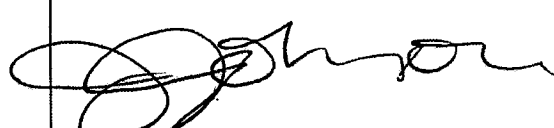
Consultant Contract – Explanation of Use of GP Funds

Directions

During this time of extreme financial uncertainty, the Board of Education and Cabinet are closely examining use of General Purpose (GP) funds and encouraging the use of categorical funds whenever possible. Please provide the Board of Education with a brief explanation of why you would like to fund a consultant contract using General Purpose (GP) funds.

Note: As site allocations for the 2009/2010 school year may be reduced due to the state budget crisis, school sites are allowed to carryover 80% of unspent GP funds to use in the 2009/2010 school year.

Site or Department	912 – College and Career Readiness Office		
Contractor Name	Hatchuel Tabernik & Assoc	Requisition Number	R0100051
Please select the most appropriate box.			
<input type="checkbox"/> Limited categorical funds: My site does not receive Title 1 or SCE funds.			
<input type="checkbox"/> Activity cannot be supported by categorical funds: We cannot use Title 1, SCE, SLIBG or other categorical resources to support this activity because it is not a compliant use of those funds.			
<input checked="" type="checkbox"/> Categorical funds already committed: My site has already committed our categorical funds for this year and I anticipate we will spend all available categorical funds.			
<input type="checkbox"/> Other: Describe below and attach additional pages if necessary.			
Explanation:			

Review	Signature	Date
Principal		
Network Executive Officer/ ExO		7/14/10



OUSD Consultant Billing Rate Guideline Waiver Request

Directions

All District professional services contracts must be paid at an hourly rate within the OUSD Billing Rate Guidelines. Principals and managers can submit a waiver request to pay consultants at a higher hourly rate or in special circumstances, a flat fee contract. Billing rate guideline waivers require Cabinet level approval (CFO, CSO, CCA, CAO or Assistant Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to renegotiate the compensation and resubmit the contract for approval.

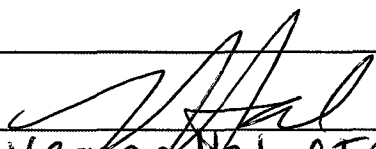
Contractor Name	Hatchuel Tabernik & Associates
Contract Originator Name	Jeannie Johnson
Site or Department	College and Career Readiness Office
Requisition Number	RO100051

Reason for requested waiver:

☒ Specialized skills set justifies higher hourly rate, see resume or statement of qualifications attached

☐ Short-term contract requires a higher hourly rate. Contract is less than one month in duration.

☐ Other, please explain:

Approval Cabinet Level approval required (CFO, CSO, CCA, CAO or Assistant Superintendent)	
Network or Executive Officer	Date
Cabinet Level	Date
 Vernon Hu, CFO	7/15/10



CERTIFICATE OF LIABILITY INSURANCE

OP ID CMA
HATCH-1

DATE (MMDDYYYY)

02/08/10

PRODUCER Farallone Pacific Insurance Services, LLC 0784441 859 Diablo Avenue Novato CA 94947 Phone: 415-493-2500 Fax: 415-493-2505	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																		
INSURED Hatchuel Tabernik & Associates 2560 9th Street, Suite 211 Berkeley CA 94710	<table border="1"><tr><th colspan="2">INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A</td><td>Republic Indemnity Company</td><td>27561</td></tr><tr><td>INSURER B</td><td>Landmark American Insurance Co</td><td></td></tr><tr><td>INSURER C</td><td></td><td></td></tr><tr><td>INSURER D</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr></table>	INSURERS AFFORDING COVERAGE		NAIC #	INSURER A	Republic Indemnity Company	27561	INSURER B	Landmark American Insurance Co		INSURER C			INSURER D			INSURER E		
INSURERS AFFORDING COVERAGE		NAIC #																	
INSURER A	Republic Indemnity Company	27561																	
INSURER B	Landmark American Insurance Co																		
INSURER C																			
INSURER D																			
INSURER E																			

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADSL INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYYYY)	POLICY EXPIRATION DATE (MMDDYYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO PREMISES PREMISES (EA OCCURR)	\$
						RED EXP (ANY ONE PERSON)	\$
						PERSONAL & ADULTERY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COM/POR AGG	\$
		AUTOMOBILE LIABILITY <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)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY EA ACC	\$
						AUTO ONLY AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OF HOUSEHOLD EXCLUDED? (Mandatory in HI) If yes, describe under SPECIAL PROVISIONS below OTHER	156724-08	10/01/09	10/01/10	<input checked="" type="checkbox"/> NO STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	
						EL EACH ACCIDENT	\$ 1,000,000
						EL DISEASE - EA EMPLOYEE	\$ 1,000,000
						EL DISEASE - POLICY LIMIT	\$ 1,000,000
		Professional Liab	LHR813138	12/31/09	12/31/10	Limit	1,000,000
						Ded	2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10-day notice of cancellation for nonpayment of premium. Evidence of coverage only.

CERTIFICATE HOLDER

CERTIFICATE HOLDER MHOAK-7 Oakland Unified School District 4521 Webster Street Oakland CA 94609	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2009/01)

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ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE
05-13-2010

PRODUCER

BANC OF AMERICA INS SERVICES INC
480204 P:(800)771-9055 F:(800)771-6080
PO BOX 33015
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

HATCHUEL TABERNIK AND ASSOCIATES INC
2560 9TH ST STE 211
BERKELEY CA 94710

INSURER A: Hartford Casualty Ins Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	48 SBW LC9991	07/25/10	07/25/11	EACH OCCURRENCE \$1,000,000
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$300,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	<input checked="" type="checkbox"/> General Liab				PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$2,000,000
	POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> JECT <input checked="" type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	48 SBW LC9991	07/25/10	07/25/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

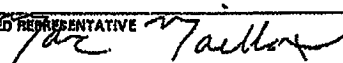
ADDITIONAL INSURED, INSURER LETTER:

CANCELLATION

OUSD Office of Alternative Education
Att: Monica Vaughan
4521 WEBSTER ST
OAKLAND, CA 94609

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2010-2011

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.

1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
4. OUSD contract originator creates the requisition.
5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist

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

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

Contractor Information

Contractor Name	Hatchuel Tabernik & Associates	Agency's Contact	Timothy Tabernik
OUSD Vendor ID #	V013083	Title	President
Street Address	2560 9th Street, Suite 211	City	Berkeley
Telephone	(510) 559-3193	State	CA
		Zip	94710
		Email	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	07/24/2010	Date work will end	06/30/2011	Other Expenses	
Pay Rate Per Hour (required)	\$ 118.00	Number of Hours	110.00	Total Contract Amount	\$ 12,975.00

Budget Information

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

Resource #	Resource Name	Org Key	Object Code	Amount
0000	Unrestricted	9121110201	5825	\$ 12,975.00
			5825	\$
			5825	\$
Requisition No.	RO100051	Total Contract Amount	\$ 12,975.00	

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.

1.	Administrator / Manager (Originator)	Name	Jeannie Johnson	Phone	(510) 879-2144
	Site / Department	912 - College and Career Readiness Office		Fax	879-2146
	Signature			Date Approved	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> School Portfolio Management <input type="checkbox"/> Complementary Learning / After School Programs				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	Network or Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature			Date Approved	7/14/10
4.	Cabinet (CAO, CCA, CFO, CSO, Assist. Sup. Facilities)				
	Signature			Date Approved	7/15/10
5.	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement	Date Received			PO Number	