

Board Office Use: Legislative File Info.	
File ID Number	13-1449
Introduction Date	6-12-2013
Enactment Number	13-1092
Enactment Date	6/12/13 of



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent TS
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by
Procurement)

Subject Professional Services Contract -
Hatchuel Tabernik & Associates | Berkeley CA (contractor, City State)
Human Resources Services and Support (site/department)

Action Requested Approval of a professional services contract between Oakland Unified School District and Hatchuel Tabernik & Associates Inc. Services to be primarily provided to Human Resources Services and Support for the period of 06/15/2013 through 06/30/2013.

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

In mid May, OUSD received notice of the Federal School Leadership Program (SLP) Grant opportunity for the purpose of assisting high-need larger (10,000+ students) local educational agencies (LEAs) in recruiting, training, and supporting principals and assistant principals. The goal of the SLP is to increase student achievement by investing in innovative projects that prepare aspiring principals and provide professional development to current principals (including current assistant principals) to foster mastery of core leadership skills. This grant is extremely timely and relevant to OUSD's strategic focus on leadership development. In order to turn the grant application around by the July 8, 2013 deadline, professional grant-writing services are required.

Discussion
One paragraph summary of the scope of work.

The consultant will coordinate development of materials and planning work between all partners within and outside of OUSD who are contributing to the submittal, including research, program implementation and evaluation processes, tools, and reporting formats, planning, budgeting, data development and presentation, all necessary forms for submittal (e.g. Budget Q & A. etc) and bear primary responsibility for overall coordination of and timely submission of the grant application to the DOE. The grant application is intended to capture the direction and progress OUSD has made with the OUSD Emerging Leaders program through New Leaders, as well as the professional development and evaluation revision work of the OUSD Leadership Task Force

Recommendation Approval of professional services contract between Oakland Unified School District and Hatchuel Tabernik & Associates Inc. Services to be primarily provided to Human Resources Services and Support for the period of 06/15/2013 through 06/30/2013.

Fiscal Impact Funding resource name (please spell out) unres
Measure G not to exceed \$ 15,156.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

Board Office Use: Legislative File Info.	
File ID Number	13-1479
Introduction Date	6-12-2013
Enactment Number	13-1092
Enactment Date	6/12/13 <i>OR</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

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

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 06/15/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 06/30/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Fifteen Thousand, one hundred fifty six dollars and no cents Dollars (\$ 15,156.00). 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.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 1. 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.
 2. Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **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 \$ _____.
6. **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.
7. **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: Brigitte Marshall, Associate Supt.
Site /Dept.: Human Resources Services and Support
Address: _____
Oakland, CA
Phone: (510) 879-0202

CONTRACTOR:

Name: Timothy Tabernik
Title: President
Address: 2560 9th Street, Suite 211
Berkeley CA 94710
Phone: (510) 559-3139

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.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- Contractor initial: 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.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/eplsearch.do>)

Summary of terms and compensation:

Anticipated start date: 06/15/2013 Work shall be completed by: 06/30/2013 Total Fee: \$ 15,156.00

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President, Board of Education _____ Date _____
 Superintendent or Designee _____
[Signature]
 Secretary, Board of Education _____ Date _____

CONTRACTOR
[Signature]
 Contractor Signature _____ Date 6/6/13
 Timothy Tabernik _____ President
 Print Name, Title

Certified: [Signature]
Edgar Rakostraw, Jr., Secretary
 Board of Education

File ID Number: 13-1449
 Introduction Date: 6/12/13
 Enactment Number: 13-1092
 Enactment Date: 6/12/13 O.E.

By:

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.

The consultant will coordinate development of materials and planning work between all partners within and outside of OUSD who are contributing to the submittal, including research, program implementation and evaluation processes, tools, and reporting formats, planning, budgeting, data development and presentation, all necessary forms for submittal (e.g. Budget Q & A, etc) and bear primary responsibility for overall coordination of and timely submission of the grant application to the DOE. The grant application is intended to capture the direction and progress OUSD has made with the OUSD Emerging Leaders program through New Leaders, as well as the professional development and evaluation revision work of the OUSD Leadership Task Force

SCOPE OF WORK

Hatchuel Tabernik & Associates Inc will provide a maximum of 130.25 hours of services at a rate of \$ 116.36 per hour for a total not to exceed \$15,156.00. Services are anticipated to begin on 06/15/2013 and end on 06/30/2013.

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.

see attached proposal and scope of work

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 contractor will provide expert and focussed grant-writing services aimed at winning for OUSD a grant from the Federal School Leadership program, targeted at leadership development in LEAs defined as high need and with more than 10,000 students. The benefit to students lies in the direct connection between strong leaders and strong schools, and between strong schools and student achievement. If granted, funds will be used to support the following leadership development activities and engagement: (A) financial incentives to aspiring new principals; (B) stipends to mentor principals; (C) professional development programs in instructional leadership and management; and (D) incentives for recruitment/retention for teachers or individuals from other fields. Leadership development

The five performance measures for assessing the effectiveness of the School Leadership Program are:

- (1) the percentage of program graduates who are certified to become a principal or assistant principal.
(2) the percentage of program graduates who are certified and hired as a principal or assistant principal in a high-need LEA.
(3) retention rates (at least 2 yrs) for program graduates who are hired as a principal or assistant principal in a high-need LEA
(4) school performance change under leadership of program graduates
(5) the percentage of program graduates who are rated "effective" or "highly effective" by a U.S. DOE evaluation system

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

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

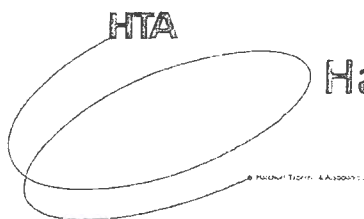
4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

Action Item Included in Board Approved SPSA (no additional documentation required) – Action Item Number: _____

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

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



Hatchuel Tabernik & Associates Inc

Proposal

Date: May 31, 2013
To: Aaron Townsend, Oakland Unified School District (OUSD)
From: Tim Tabernik, Hatchuel Tabernik and Associates (HTA)
RE: School Leadership Program Grant Writing

Hatchuel Tabernik & Associates 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 \$350 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

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 \$109 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 \$139 million in funding for city and county governments, school districts, workforce investment organizations, and non-profit organizations. **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.

Description of Project

We propose to assist OUSD to plan and prepare a competitive School Leadership Program grant application with a deadline of July 8, 2013.

HTA will deliver the following:	OUSD is responsible for the following:
<ul style="list-style-type: none"> • Narrative and Abstract Grant Writing • Budget and Budget Narrative • GEPA Requirements Narrative • Assistance with required attachments, including Documentation of high need status and Moderate Evidence of Effectiveness • Editing and Formatting • Grants.gov forms • Grants.gov registration assistance • Packaging and Submitting • Quality Assurance • Letter of Transmittal to State Single Point of Contact (if necessary) 	<ul style="list-style-type: none"> • Notice of Intent to Apply • Resumes of key personnel • Letters of Support • Needs data • Program design • Organizational capacity information • Budget information • Securing matching funds • District/Board clearances • Signatures on all forms and letters • Timely review of all narratives, budgets and other materials • Proof of negotiated indirect cost rate (if any is being charged) • Registration on Grants.gov in a timely manner • <i>Delivery of all final materials 48 hours prior to the deadline*</i>

*** Important note: in all cases we require that final materials be delivered to HTA via email, mail, or hand delivery no less than 48 hours before the final deadline.** This includes final drafts of narratives, budgets, logic models, org charts, etc. as well as signed forms, letters and MOUs. We need this time in order to do our final review, formatting, and quality assurance to ensure that your grant is the best that can be submitted. It is also vital that we have ample time to upload and avoid any last minute technical difficulties that could result in a failure to successfully submit

the grant. If we do not receive final materials 48 hours before the deadline, we cannot guarantee a high-quality grant or a successful submission.

Fees

Assuming that there is no substantive change in the scope of work, OUSD 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:

Fee Structure	Flat Fee
Full Fee	\$15,156
Due Upon Contracting	\$7,578

Activity	Total Hours	Total Cost
Start Up		
Launch Meetings/Communication		
Background Research		
RFP Review		
Subtotal	7.25	819
Program Planning		
Program design development		
Facilitation/Meetings/Travel		
Partnership/MOU Development		
Subtotal	9.50	1,163
Grant Writing/Development		
Grant Writing		
Needs Data Research		
Background Research		
Evaluation Plan		
Editing/Review/Formatting		
Client & Internal Communication		
Project/Timeline Management		
Subtotal	86.50	10,613
Budget Planning		
Budget Development		
Budget QA and Forms		
Budget Narrative		
Subtotal	9.00	925
Forms/Attachments		
Forms & Attachments		
Client & Internal Communication		
Subtotal	12.00	1,138
Packaging/Submitting		
Packaging/Submitting		
Project/Timeline Management		
Quality Assurance		
Subtotal	6.00	500
Grand Total	130.25	15,156

Pricing of services is calculated based on:

Principals	\$150/hr
Senior Associate	\$125/hr
Associate	\$100/hr
Project Coordinator	\$ 75/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.

Search Results

Current Search Terms: hatchuel* tabernik*

Your search for "hatchuel* tabernik*" returned the following results...

HATCHUEL TABERNIK & ASSOCIATES, INC

DUNS: 171356475

Has Active Exclusion?: No

CAGE Code: 3KFW7

DoDAAC:

Status: Active 

SAH | System for Award Management 1.0

IBM v1.970.20130522-1640

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Consultant Fingerprint/Criminal Background Check Waiver Request

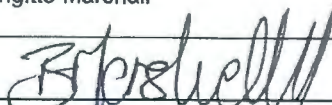
Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.


Contractor Name	Hatchuel Tabernik & Associates		
Originator Name	Brigitte Marshall	Site or Department	Human Resources Svcs & Support
Which sites or locations will the contractor be working at?	off site		
TB Clearance Requirement			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
How is this contractor going to meet the TB clearance requirement?			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input type="checkbox"/>	

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]

CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	Brigitte Marshall	Title Associate Superintendent, HRSS
OUSD Representative's Signature		Date

Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)

Approver Name	Title
	
Approver Signature	Date
Reason for Approval:	

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

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 (https://www.epls.gov/epls/search.do)
	<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 **Brigitte.Marshall@ousd.k12.ca.us**

Contractor Information

Contractor Name	Hatchuel Tabernik & Associates Inc	Agency's Contact	Timothv Tabernik		
OUSD Vendor ID #	V013083	Title	President		
Street Address	2560 9th Street, Suite 211	City	Berkeley	State	CA Zip 94710
Telephone	(510) 559-3139	Email (required)	tttabernik@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 type="checkbox"/> No		

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	06/15/2013	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$ 116.36	Number of Hours (required)	130.25		

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	unres	944 9000 701	5825	\$ 156.00
0089	Measure G	944 9060 706	5825	\$ 15,000.00
			5825	\$
Requisition No. (required)	R0323892		Total Contract Amount	\$ 15,156.00

Approval and Routing (in order of approval steps)

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

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

1.	Administrator / Manager (Originator)	Name	Brigitte Marshall, Associate Supt.		Phone	(510) 879-0202	
	Site / Department	Human Resources Services and Support				Fax	
	Signature					Date Approved	
2.	Resource Manager , if using funds managed by: <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.	Regional Executive Officer	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work		Signature				Date Approved
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations	Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature					Date Approved	
5.	Superintendent, Board of Education <i>Signature on the legal contract</i>						
Legal <i>Required if not using standard contract</i>		Approved		Denied - Reason		Date	
Procurement	Date Received			PO Number			