

Board Office Use: Legislative File Info.	
File ID Number	11-2947
Introduction Date	12-8-11
Enactment Number	11-2564
Enactment Date	12-14-11



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

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

Board Meeting Date
(To be completed by Procurement) 12-14-11

VBH

Subject Professional Services Contract -
Hatchuel Tabernik & Associates Berkeley CA (contractor, City State)
965 Office of School Transformation (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Hatchuel Tabernik & Associates. Services to be primarily provided to 965 Office of School Transformation for the period of 10/19/2011 through 11/18/2011.

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

Hatchuel, Tabernik & Associates (HTA) will provide full service grant-writing, final editing, or targeted technical assistance designed to build the grant writing skills of the clients and ensure the most effective and efficient use of HTA services. Through years of experience HTA has developed systems to create proposals that are both technically correct and compelling. From interpreting the nuances of an RFP, through budget development, research on best practices and exemplary programs, narrative construction, completion of required forms, to submitting a final application, HTA has thought through every step and provides quality assurance on what is often a complex and demanding process.

Discussion
One paragraph summary of the scope of work.

Ratification by the Board of Education of Professional Services Contract between Oakland Unified School District and Hatchuel, Tabernik & Associates,(HTA) Berkeley, CA, for the latter to provide service to assisting the Office of School Transformation--School Improvement Program in submitting a competitive School Improvement Grant (SIG) grant application with a deadline of November 18, 2011 and by providing program planning as needed, grant narrative, implementation charts, consultation on budget, editing and formatting, forms and attachments, packaging and submitting for the term October 19, 2011 through November 18, 2011 at a cost not to exceed \$9,000.00.

Recommendation Ratification of professional services contract between Oakland Unified School District and Hatchuel Tabernik & Associates. Services to be primarily provided to 965 Office of School Transformation for the period of 10/19/2011 through 11/18/2011.

Fiscal Impact Funding resource name (please spell out) School Improvement Grant
not to exceed \$9,000.00

- 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	11-2947
Introduction Date	12-7-11
Enactment Number	11-2564 B
Enactment Date	12-14-11



OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2011-2012

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:

1. **Services:** CONTRACTOR shall provide the services described in **Exhibit "A,"** attached hereto and incorporated herein by reference ("Services" or "Work").
2. **Terms:** CONTRACTOR shall commence work on 10/19/2011, 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 11/18/2011.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed NINE THOUSAND Dollars (\$9,000.00). 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: Aaron Townsend, SIG Director
Site /Dept.: 965 Office of School Transformation
Address: 4551 Steele Street
Oakland, CA 94319
Phone: (510) 336-7504

CONTRACTOR:

Name: Timothy Tabernik
Title: President
Address: 2560 9th St. 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 at 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: TJF

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: 10/15/2011 Work shall be completed by: 11/18/2011 Total Fee: \$9,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

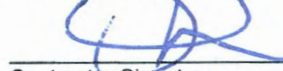

 President, Board of Education
 Superintendent or Designee


 Secretary, Board of Education

12/15/11
 Date

12/15/11
 Date

CONTRACTOR


 Contractor Signature

10-27-11
 Date

Timothy Tabernik President
 Print Name, Title

LEGISLATIVE FILE

File ID Number 11-2947
 Introduction Date 12-7-11
 Enactment Number 11-2564
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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.

Ratification by the Board of Education of Professional Services Contract between Oakland Unified School District and Hatchuel, Tabernik & Associates,(HTA) Berkeley, CA, for the latter to provide service to assisting the Office of School Transformation--School Improvement Program in submitting a competitive School Improvement Grant (SIG) grant application with a deadline of November 18, 2011 and by providing program planning as needed, grant narrative, implementation charts, consultation on budget, editing and formatting, forms and attachments, packaging and submitting for the term October 19, 2011 through November 18, 2011 at a cost not to exceed \$9,000.00.

SCOPE OF WORK

Hatchuel Tabernik & Associates will provide a maximum of 76.00 hours of services at a rate of \$ 118.42 per hour for a total not to exceed \$9,000.00. Services are anticipated to begin on 10/19/2011 and end on 11/18/2011.

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.

HTA will assist OUSD to revise and submit a competitive School Improvement Grant (SIG) grant application with a deadline of November 18, 2011.

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.

HTA will deliver the following:

- Program planning as needed
• Grant narrative
• Implementation charts
• Consultation on budget
• Editing and Formatting
• Forms and Attachments
• Packaging and Submitting

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

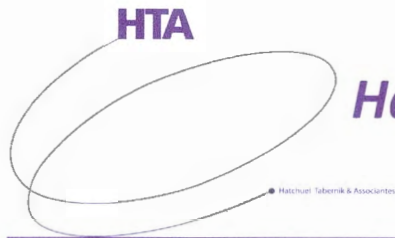
- [x] Ensure a high quality instructional core
[x] Develop social, emotional and physical health
[x] Create equitable opportunities for learning
[x] High quality and effective instruction
[x] Prepare students for success in college and careers
[x] Safe, healthy and supportive schools
[x] Accountable for quality
[x] 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: October 14, 2011
To: Aaron Townsend, Oakland Unified School District (OUSD)
From: Tim Tabernik, Hatchuel Tabernik and Associates (HTA)
RE: School Improvement Grant (SIG) Writing (Round 2 Revision)

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 \$240 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 \$80 million in funding for school districts, city and county governments, 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 \$90 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.

Description of Project

We propose to assist OUSD to revise and submit a competitive School Improvement Grant (SIG) grant application with a deadline of November 18, 2011.

HTA will deliver the following:

- Program planning as needed
- Grant narrative
- Implementation charts
- Consultation on budget
- Editing and Formatting
- Forms and Attachments
- Packaging and Submitting
- Quality Assurance

OUSD is responsible for the following:

- Needs data
- Program design information
- Organizational capacity information
- District/Board clearances
- Budget forms and narratives
- Obtain all needed signatures and MOUs
- Attachments
- Timely review of all narratives, budgets and other materials

Fees

HTA proposes an “up to” contract that with a ceiling cost of \$9,000. We will bill only for the time actually expended, and we predict that the grant will cost less if the project can be done efficiently. If the proposal writing time exceeds our estimates, HTA will bill only to this ceiling of \$9,000 (unless of course a substantive change has occurred in the scope of work). The ceiling is based on the following cost estimates:

Activity	Total Hours	Total Cost
Start Up		
Startup Meetings		
Subtotal	2.00	250
Document Review		

Activity	Total Hours	Total Cost
Review RFP and past proposal		
Subtotal	1.50	163
Program Planning		
Planning meetings/Develop program design		
Subtotal	3.00	400
Budget		
Develop budget numbers		
Complete budget forms		
Budget Narrative		
Subtotal	3.00	325
Research Grants/Data		
Background Research/Needs data/Needs assessment process		
Subtotal	3.00	375
Grant Writing		
Narrative Revisions		
Implementation Charts Revisions		
Subtotal	39.00	4,775
Editing/Review/Formatting		
Review and edits of first draft		
Final review, edits, formatting		
Subtotal	10.00	1,250
Quality Assurance		
Quality Assurance		
Subtotal	2.00	225
Forms/Attachments		
Forms		
Attachments		
Subtotal	2.00	175
Packaging/Submitting		
Packaging/Submitting		
Subtotal	3.00	225
Project Management		
Internal communication		
Client communication		
Project timeline management		
Subtotal	7.50	838
Grand Total	76	9,000

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

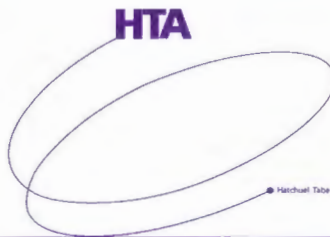
Timeline

Date	Narrative	Budget	Other Narrative Pieces	Attachments	Forms
Oct 17	Launch Meeting				
Oct 18				Determine whether <u>MOU/Letters</u> will need to be updated and if so send to people who need to sign	
Oct 19					
Oct 20					
Oct 21					
Oct 22					
Oct 23					
Oct 24	Randy works on updating parts of <u>Narrative</u>				
Oct 25					
Oct 26					
Oct 27					
Oct 28	Aaron gets updates from Principals to Randy				
Oct 29					
Oct 30					
Oct 31					
Nov 1					
Nov 2					
Nov 3					
Nov 4	<u>Narrative</u> Draft to OUSD for feedback	<u>Budget</u> Draft 1 complete from OUSD			
Nov 5					
Nov 6					
Nov 7					
Nov 8					
Nov 9	Final <u>Narrative</u> Draft to OUSD for feedback	<u>Budget</u> and <u>Budget Narrative</u> Draft 2 complete (OUSD)			
Nov 10				If necessary, updated <u>Resumes</u> , <u>Other Attachments</u> complete and sent to HTA	

	All Narrative comments in from OUSD	Budget and Budget Narrative Finalized (OUSD)	Abstract Draft to OUSD for feedback	MOUs/Letters of Commitment complete and sent to HTA	Forms to OUSD for feedback
Nov 11					
Nov 12					
Nov 13					
Nov 14	Narrative finalized			Attachments finalized	all Forms complete
Nov 15					
Nov 16					
Nov 17					
Nov 18	Due Date				

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.



Hatchuel Tabernik & Associates Inc

Statement of Qualifications

Hatchuel Tabernik & Associates is an independent consulting firm dedicated to providing cost effective, high quality services to our clients, thereby helping organizations to improve their effectiveness, expand their services, and target their resources to support and improve their communities, and create a more equitable and just society.

Our Services

- Grant and Technical Writing
- Evaluation and Research
- Strategic, Business, and Community Planning
- Training and Technical Assistance

Our Philosophy. HTA provides results-oriented consultation. Our products and services are both methodologically-rigorous and accessible to a diverse stakeholder audience. We:

- serve traditionally under-represented and under-served communities and individuals;
- provide products and services that are accessible and useful to our clients;
- work flexibly and responsively to adjust to changing circumstances and needs; and
- build the capacity of our clients and strengthen organizations.

Our Areas of Expertise. HTA's staff has experience in several programmatic and policy areas, including:

- health care and public health
- preK-16 education and youth development
- behavioral and mental health
- adult and juvenile justice
- workforce investment and economic development
- systemic reform and cross-disciplinary strategies

Our Grant Writing Services

- Grant research
- Evaluation of funding opportunities
- Program and strategic funding planning
- Grant writing and editing
- Facilitation of groups and proposal planning
- Assistance in partnership development
- Budget consultation and preparation
- Submission of contract and grant proposals
- Tracking and management of awarded grants
- Timeline management

HTA has many years of success in writing grant and contract proposals local government, state, and federal agencies, and private foundations, yielding our clients over \$240 million in funding since 1998. This work has been predominantly for school districts and other public agencies and non-profit organizations serving Alameda and Contra Costa Counties, and typically benefits disadvantaged community members. Recent examples include:

- Early childhood mental health contract with Contra Costa First 5 for a collaboration of service providers
- 5-year grant for teen pregnancy prevention program from the California Office of Family Planning

- Multi-year grants from the Office of Minority Health and the Centers for Disease Control and Prevention, U.S. Department of Health & Human Services, for an obesity/diabetes prevention program targeted at Latino community members
- Early Learning Opportunities Act funding – Administration for Children and Families, U.S. Department of Health and Human Services – for two county offices of education
- AmeriCorps grants – multiyear funding at both the state and federal level, for several programs focusing on community health and wellness, mental health, youth development, and green energy promotion.
- Numerous successful grant and contract proposals to city, county, state, and federal agencies and private foundations for mental health services, case management, mentoring, and employment preparation services
- Dozens of successful “Healthy Start” and 21st Century Community Learning Center grant proposals to the California Department of Education, for school-linked mental health, after-school, family education, and other services for children and families

Our Approach to Grant Writing

We provide full service grant-writing, final editing, or targeted technical assistance designed to build the grant writing skills of our clients and ensure the most effective and efficient use of HTA services. Through years of experience HTA has developed systems to create proposals that are both technically correct and compelling. From interpreting the nuances of an RFP, through budget development, research on best practices and exemplary programs, narrative construction, completion of required forms, to submitting a final application, HTA has thought through every step and provides quality assurance on what is often a complex and demanding process.

We draw on the expertise of our entire staff when planning and crafting competitive grant proposals. Our evaluation team designs and writes evaluation plans for grant proposals 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 and on crafting meaningful, measurable process and outcome objectives. If a project requires or 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.

Our Grant Writing Team

Our staff and associates contribute a rich mix of specific technical expertise, a diverse knowledge of communities and content areas, cultural/language capacities, and pragmatic and academic credentials—including experience and training in grant writing and fundraising, strategic planning, program evaluation, group facilitation, 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 assist clients in effectively pursuing funding from multiple sources.

Tim Tabernik, HTA President, has 31 years of experience as an administrator, program planner and developer, and fundraiser in education, behavioral health, child welfare, and juvenile justice. He is a skilled group facilitator, trainer, strategic and tactical planner, and grant and technical

writer. As a grant writer, Tim has helped numerous public and private entities obtain funding from public and private sources, raising over \$58 million. Tim has a long history of involvement in community planning and collaboration as well as extensive experience providing technical assistance to school-linked service collaborations. He has assisted public health, behavioral health care, social services, and criminal justice agencies and private institutions to develop strategic plans and implement innovative programs. His extensive experience in the nonprofit and public sectors and longstanding relationships with many key contacts consistently bring significant value to our clients' fundraising efforts. As executive director of a nonprofit agency for over 25 years, Tim developed and managed budgets in excess of \$4 million and supervised a staff of over 100 professional, technical, and classified personnel.

Randy Malat, MA, MS, the HTA Grant Team Manager, has written successful grant proposals that have raised over \$77 million in funding for school districts, city and county governments, and non-profit organizations in the Bay Area since 2001. These grants have been for a variety of educational, youth development, social service, health promotion, and criminal justice programs sponsored by public and private funders. Before coming to HTA, Randy worked as an editor and writer in the health/medical field, journalist, and educator. He has authored and edited non-fiction books, newspaper articles, and on-line content. Randy's educational background is in journalism (M.S., University of Oregon) and history (MA, UCLA, and BA, UC Berkeley). Randy is fluent in Spanish.

Jayne Williams, MA, Senior Associate and HTA grant writer, has written successful grant proposals in the Bay Area since 1996 – raising over \$90 million in funding for local governments, workforce investment agencies, school districts and colleges, and non-profit organizations. Ms. Williams's successful grants have encompassed programs related to community service, re-entry, mental health, K-12 and higher education, community schools, juvenile justice, job training, and school-to-career initiatives, sponsored by public and private funders. Before coming to HTA, Jayne worked at NOVA, a nationally-recognized workforce organization in Silicon Valley, where she was involved in strategic planning, quality initiatives, and marketing, as well as writing grants. Jayne's educational background is in Russian language and literature (BA, Harvard University, MA, University of California, Berkeley). She is also a published author in the field of health and fitness.

Tara DeRosa, PhD, Associate, is an HTA staff grant writer with a background in education and children's services, particularly services for foster youth. She has written a wide range of federal, state, and foundation grant applications in the fields of environmental education, health and human services, and mental health. Prior to joining HTA, Dr. DeRosa served as Grants Manager for NatureBridge, Institutional Giving Officer for Lincoln Child Center, and a consultant in policy and funding for children's programming. She holds her PhD in Education from UCLA and a BA in Psychology from Occidental College, and she is a member of the Board of Directors for the American Association of Grant Professionals.

Sara Sherman, MBA, Grants Coordinator, brings extensive experience with operations, marketing, financial and project management. She also has several years of administrative experience in highly demanding, fast paced positions in the medical field. Her technical skills, ability to multi-task, and calm and helpful demeanor make her the ideal Grants Coordinator – providing coordination, grants research and project management support to HTA's busy grant writing team. Sara has a bachelor's degree from Wesleyan University and an MBA from Central European University in Budapest, Hungary.

Common Deliverables

The specific grant writing deliverables that HTA can provide include:

- funder recommendations
- letters of intent to foundations
- grant/proposal narratives and abstracts
- budget development and forms
- budget narratives
- evaluation planning
- proposal editing and formatting
- forms and attachments
- packaging and submitting
- customized templates for memoranda of understanding, letters of support and other commonly required documents
- GEPA 427 – equitable access to and participation in federally assisted programs
- letter of transmittal to state single point of contact
- CCR and grants systems registration assistance

Clients are generally responsible for providing needs data, prior grant information, budget information, securing matching funds (when necessary), organizational capacity information, program design information, timely review of all narratives and forms, all signatures, and all necessary documentation.

Fees

HTA strives to price each project in the most cost effective way possible for the client. Often this means that we encourage the client to take on at least some of the project responsibilities, depending on skill levels and experience. This not only saves money, but builds capacity in our clients for future projects. HTA prices our services on either a flat fee or time-and-materials basis. All prices are based on the following hourly rates.

Principals	\$150/hour	Project Coordinators	\$75/hour
Senior Associates	\$125/hour	Project Assistants	\$50/hour
Associates	\$100/hour		

The calculation of hours we anticipate to spend on a project depends largely on the overall work required and the division of responsibilities between HTA and client staff. We generally work with our clients to develop a scope of work that is realistic and specifies mutual responsibilities. This scope of work is incorporated by reference into the contract between HTA and the client. In the case that the work deviates substantially from the original scope, HTA will negotiate with the client for an appropriate change order.

We offer an array of contract/billing arrangements, depending on the project and client's needs: flat rates for defined projects, straight time and materials, or an "up-to" contract that allows our clients to work with a ceiling cost, but also to benefit by a lower cost if the grant project can be done more efficiently through the cooperation of the clients' staff and partners.

HTA has established a reputation for fairness, personalized attention and support, tenacity under pressure, high performance, and results-oriented consultation. We work diligently to create individualized contractual arrangements as necessary to meet the diverse needs and capacities of our clients and are pleased to provide prospective clients with an initial assessment.

We welcome the chance to work with you to develop new funding streams and support your mission. If you have further questions, please feel free to contact us at your convenience. We are happy to provide references upon request.

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012

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 has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- OUSD contract originator creates the requisition.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

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

OUSD Staff Contact Emails about this contract should be sent to:

Contractor Information

Contractor Name	Hatchuel Tabernik & Associates	Agency's Contact	Timothy Tabernik				
OUSD Vendor ID #	V013083	Title	President				
Street Address	2560 9th St. Suite 211	City	Berkeley	State	CA	Zip	94710
Telephone	(510) 559-3193	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	10/19/2011	Date work will end	11/18/2011	Other Expenses	
Pay Rate Per Hour (required)	\$ 118.42	Number of Hours	76.00	Total Contract Amount	\$ 9,000.00

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
3181	School Improve	9653181201	5825	\$ 9,000.00
			5825	\$
			5825	\$
Requisition No.	R0202145		Total Contract Amount	\$ 9,000.00

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	Aaron Townsend, SIG Director	Phone	(510) 336-7504	
	Site / Department	965 Office of School Transformation			Fax	(510) 682-6782
	Signature				Date Approved	10/28/11
2.	Resource Manager , if using funds managed by: <input checked="" type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs					
	<input checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	10/28/11
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					
4.	Signature				Date Approved	11/9/11
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations <input type="checkbox"/> Consultant Aggregate Under \$50,000					
5.	Superintendent, Board of Education Signature on the legal contract					
Legal Required if not using standard contract		Approved		Denied - Reason	Date	
Procurement	Date Received		PO Number	P1203396		

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