

Board Office Use: Legislative File Info.	
File ID Number	12-2821
Introduction Date	11-14-12
Enactment Number	12-2731
Enactment Date	11-14-12



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) 11-14-12

Subject Professional Services Contract -
Roberta Draheim Oakland ca (contractor, City State)
Sobrante Park Elementary (site/department)

Action Requested Ratification of a professional services contract between Oakland Unified School District and Roberta Draheim. Services to be primarily provided to Sobrante Park Elementary for the period of 08/28/2012 through 05/28/2013.

Background
A one paragraph explanation of why the consultant's services are needed.
 The writing program at Sobrante Park has been an integral part of our instructional program for the last 11 years, and one main reason our school exited Program Improvement in 2007. This program also prepares our 4th graders to take the CST writing test, and grades 2 - 5 for District writing assessments. The program's student writing projects define structures for various genres at each learning level, and have enhanced student comprehension, critical thinking, and researching skills. As a result, our students consistently score above the District's average in writing.

Discussion
One paragraph summary of the scope of work.
 This program is aligned to OCR, and the school adopted Schmoker approach with a focus to cover both fiction (w/ an emphasis on fiction genre structure, figurative language, and writer's voice) and non-fiction writing (w/ an emphasis on genre structure, non-fiction response to literature, persuasive writing, and informational reports). The student writing projects are refined to best meet state writing standards, student learning needs and learning rates. Program includes writing instruction alongside teacher (in a collaborative/coaching model), writing intervention, review of student work, student feedback and Authors' Days. Writing program is only for grades 2nd - 5th, with contractor going to each 2nd - 5th grade class 2x per week. -100% of our 2-5 graders will

Recommendation Ratification of professional services contract between Oakland Unified School District and Roberta Draheim. Services to be primarily provided to Sobrante Park Elementary for the period of 08/28/2012 through 05/28/2013.

Fiscal Impact Funding resource name (please spell out) Title 1
 not to exceed \$ 25,000.00

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

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

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

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 08/28/2012, 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 05/28/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed Twenty-five thousand dollars Dollars (\$25,000.00). 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: n/a.

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

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

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* n/a which shall not exceed a total cost of \$ 0.00.
- CONTRACTOR Qualifications / Performance of Services.**

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

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

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

Professional Services Contract

OUSD Representative:

Name: Dr. Lucinda Taylor
Site /Dept.: Sobrante Park Elementary
Address: _____
Oakland, CA
Phone: (510) 636-7919

CONTRACTOR:

Name: Roberta Draheim
Title: Writing Coach
Address: 17045 Broadway Terrace
Oakland ca 94603
Phone: (510) 601-9133

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: RD

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).

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.

This program is aligned to OCR, and the school adopted Schmoker approach with a focus to cover both fiction (w/ an emphasis on fiction genre structure, figurative language, and writer's voice) and non-fiction writing (w/ an emphasis on genre structure, non-fiction response to literature, persuasive writing, and informational reports). The student writing projects are refined to best meet state writing standards, student learning needs and learning rates. Program includes writing instruction alongside teacher (in a collaborative/coaching model), writing intervention, review of student work, student feedback and Authors' Days. Writing program is only for grades 2nd - 5th, with contractor going to each 2nd - 5th grade class 2x per week. -100% of our 2-5 graders will improve their writing skills through her support. We will measure their success using district benchmarks, and the PWA. -100% of our 2-5 graders will display their writing skills on campus. This will improve our school culture, and prompt a love of writing.

SCOPE OF WORK

Roberta Draheim will provide a maximum of 500.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$25,000.00. Services are anticipated to begin on 08/28/2012 and end on 05/28/2013.

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.

The contractor will deliver the above described writing program for (2nd-5th) students that includes alignment to Schmoker's approach and state standards, student intervention strategies, review of student work with specific feedback for kids and teachers, facilitation of Authors' Days (2 per year) and coordinating student writing anthologies for each event with site paying for cost of duplication, and provide background tools and materials to frame and enrich writing assignments aligned to standards and student engagement. In addition, teachers' retain responsibility to implement their own student writing projects, score student work, and provide student feedback. Contractor will support these endeavors.

Consultant will work 3 days per week (Tuesday, Wednesday and Thursday):
Tuesday and Thursday (6 hrs.) 9am - 3:30pm w/ 1/2 hour lunch
Wednesday (3 hrs.) 9am - 12pm

See attached document with work days.

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 writing program is a great compliment to our ELA program, as it aligns to the school's Schmoker approach to literacy, and the state writing standards. This program was key to helping our school exit Program Improvement and our 4th grade students scoring above the district's average on the CST writing test, as well as performing grade levels 2 through 5 performing well on the district writing assessments. This program greatly enhances our 2nd through 5th grade student's writing skills and is a key tool for improving our student's reading comprehension, critical thinking skills, and research skills. Our students graduate better prepared for middle school and develop a greater love and confidence in writing and expression.

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.
-

Contractor Class Schedule for 2012/2013

Tuesdays:

9:35 to 10:30 3rd grade class
10:50 to 11:45 2/3rd grade class
11:45 to 12:35 4th grade class
1:10 to 2:10 1/2nd grade class
2:15 to 3:15 5th grade class

Wednesdays:

9:35 to 10:30 3rd grade class
10:50 to 11:45 4/5th grade class

Thursdays:

9:35 to 10:30 2/3rd grade class
10:50 to 11:45 4/5th grade class
11:45 to 12:35 4th grade class
1:10 to 2:10 1/2nd grade class
2:15 to 3:15 5th grade class


Marco Franco, Principal

 6.27. 2012
Roberta Draheim, Consultant Date

Roberta Draheim
17045 Broadway Terrace, Oakland, CA 94611
PHONE: 510-601-9133 FAX: 510-601-9081
email: Rdraheim@aol.com

GOAL

To utilize my teaching and writing experience to help students improve their ability to read, comprehend what they read, and communicate clearly, correctly, and creatively through writing.

EXPERIENCE

Writing Coach **Fall 2001 - present**
Sobrante Park Elementary School, Oakland

I facilitate a student writing program that compliments Open Court (the mandated reading and writing program for Oakland public schools).

- deliver customized writing instruction based on state writing standards and compliant with Open Court to 2nd, 3rd, 4th, and 5th grades (two sessions per week for each class).
- target student's reading comprehension, critical thinking and expression, and basic grammar and writing skills. Focus on appropriate genres, writer's voice and a broad array of writing techniques. Each child's progress is monitored via observation and review of writing assignments and each student receives individual feedback. Instruction is also differentiated for varying performance levels.
- work with teachers of all grade levels to provide support materials and training to enhance their writing curriculum, such as extended vocabulary lists, genre writing templates and clozed paragraphs, etc.
- facilitate monthly writing contests that support Open Court lesson plans and that are customized to grade level.
- coordinate "Author's Nights" where 25% of students read/perform their writing to parents, staff and fellow students.
- maintain bulletin boards (Sobrante Park's Writer's Corner) that convey different writing messages to students and display a variety of student writing.

Roberta Draheim
17045 Broadway Terrace, Oakland, CA 94611
PHONE: 510-601-9133 FAX: 510-601-9081
email: Rdraheim@aol.com

Creative Writing Teacher **1998 - 2001**
Acalanes Adult School, Piedmont Adult School

I utilized a combination of lecture, discussion, exercises, readings and film to enable adults to unleash their creative spirit to understand and participate in the craft and skill of writing. I taught two different classes over multiple quarters/semesters. I was also a facilitator/group leader over a three year period for two separate writing groups.

Marketing and Publicity **1998 - 2001**
Acalanes Adult School

Write press releases and articles for local newspapers. Work on special projects such as the CalWORKS video and Acalanes Union School District Parenting Conference.

Instructor Effective Communications and
Basic Business Savvy **Spring 1999**
Acalanes Adult School with Contra Costa County and Social
Services

Taught Effective Communication Skills and Basic Business Savvy to high school and adult students who were transitioning from unemployment to careers in the retail industry.

Marketing Director
Pathways Consulting **1994 - 1997**

Worked with large corporations to design and implement customized programs for their employees in the areas of effective communication in the workplace, gender inclusion, and diversity.

Sales Executive/National Account Mgr. **1983 - 1994**
Digital Equipment Corporation.

Was responsible for major accounts, selling, designing, and implementing multi-million dollar technology projects to corporate clients in the San Francisco Bay Area.

Writer **1994 - present**

Roberta Draheim
17045 Broadway Terrace, Oakland, CA 94611
PHONE: 510-601-9133 FAX: 510-601-9081
email: Rdraheim@aol.com

Completed five pre-published novels, numerous children's stories, short stories, and personal essays.

EDUCATION

University of California at Berkeley: AB History

State of California: Preliminary Designated Subjects Adult Education Teaching Credential: Part-Time

Subject: Elementary and Secondary Basic Skills; Communication Skills

Additional education in fiction and non-fiction writing gained at seminars and workshops presented by organizations including the California Writer's Club, Mystery Writer's of America, Book Passages University, Sisters in Crime, The Learning Annex, UC Extension, and local Adult Schools

Completed two multi-week classes offered by Bay Area Writer's Project

Completed basic OCR and follow-on classes provided by OUSD

Passed C-Best in November 1996



OAKLAND UNIFIED SCHOOL DISTRICT

SOBRANTE PARK ELEMENTARY

470 El Paseo Drive

Oakland, CA 94603

Tel. 510.636.7919

Fax: 510.636.7920 marco.franco@ousd.k12.ca.us

June 2012

Roberta Draheim – Writing Consultant - Work Days for 2012 – 13

Tuesday and Thursdays 6-hour Days:

August – 28,30 (planning days)

September – 4,6,11,13,18,20,25,27

October – 2,4,9,11,16,18,23,25,30

November – 1,6,8,13,15,27,29

December – 4,6,11,13,18,20

January – 8,10,15,17,22,24,29,31

February – 5,7,12,14,19,21,26,28

March – 5,6,12,14,19,21

April – 9,11,16,18,23,25,30

May – 2,7,9,14,16,21,23,28

Wednesdays 3-hour Days:

August – 29 (planning day)

September – 5,12,19,26

October – 3,10,17,24,31

November – 7,14,28

December – 5,12,19

January – 9,16,23,30

February – 6,13,20,27

March – 6,13,20

April – 10,17,24

May – 1,8,15,22

One day per month for planning and scoring student work.

Marco Franco, Principal

Roberta Draheim, Consultant

6.27.2012

Date



CERTIFICATE OF LIABILITY INSURANCE

LKM
R054

DATE (MM/DD/YYYY)
09-28-2012

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

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

PRODUCER FOX INSURANCE AGENCY/PHS 709712 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (877) 905-0457
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Hartford Casualty Ins Co		29424
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 ROBERTA DRAHEIM
 17045 BROADWAY TER
 OAKLAND CA 94611

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/> <input type="checkbox"/>	52 SBM VZ7987	12/02/2012	12/02/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Those usual to the Insured's Operations. Oakland Unified School District are named additional insured per the business liability coverage form, attached to the policy.

CERTIFICATE HOLDER Oakland Unified School District Attn: Contracts Administrator 900 HIGH ST OAKLAND, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

LKM
R054

DATE (MM/DD/YYYY)
09-28-2012

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

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

PRODUCER FOX INSURANCE AGENCY/PHS 709712 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457 E-MAIL ADDRESS: <hr/> INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Hartford Casualty Ins Co 29424 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ROBERTA DRAHEIM 17045 BROADWAY TER OAKLAND CA 94611	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSP LTR	TYPE OF INSURANCE	ADDL SUBR INSR	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			52 SBM VZ7987	12/02/2011	12/02/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>	<input type="checkbox"/>				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Those usual to the Insured's Operations. Oakland Unified School District are named additional insured per the business liability coverage form, attached to the policy.

CERTIFICATE HOLDER Oakland Unified School District Attn: Contracts Administrator 900 HIGH ST OAKLAND, CA 94601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Handwritten notes: X, Oct 3, [Signature]

OCT 1 [Signature]

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 checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input checked="" 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 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)

Contractor Information

Contractor Name	Roberta Draheim	Agency's Contact					
OUSD Vendor ID #	1023131	Title	Writing Coach				
Street Address	17045 Broadway Terrace	City	Oakland	State	ca	Zip	94603
Telephone	(510) 601-9133	Email (required)	rdraheim@aol.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	08/28/2012	Date work will end	05/28/2013	Other Expenses	\$ 0.00
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours (required)	500.00		

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
3010	Title 1	1544850101	5825	\$ 25,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0302973		Total Contract Amount	\$ 25,000.00

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	Dr. Lucinda Taylor	Phone	(510) 636-7919
	Site / Department	Sobrante Park Elementary		Fax	(510) 636-7920
2.	Signature	[Signature]		Date Approved	9/23/12
	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 checked="" type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)				
3.	Signature	[Signature]		Date Approved	10/12/12
	Signature (if using multiple restricted resources)			Date Approved	
4.	Regional Executive Officer				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input checked="" type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
5.	Signature	[Signature]		Date Approved	10/12/12
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000				
6.	Signature	[Signature]		Date Approved	
	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	P1303182

2123