

Board Office Use: Legislative File Info.	
File ID Number	11-3188
Introduction Date	1-11-12
Enactment Number	12-0070
Enactment Date	1-11-12



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools. Thriving Students

# Memo

**To** Board of Education  
Tony Smith, Ph.D., Superintendent

**From** By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date** 1-11-12  
(To be completed by Procurement)

**Subject** Professional Services Contract Amendment - 01  
Roberta Draheim Oakland CA (Contractor, City/State) -  
Sobrante Park Elementary School (site/department)

**Action Requested** Ratification by the Governing Board of the amendment to the professional services contract between the District and Roberta Draheim. Services to be primarily provided to Sobrante Park Elementary School for the period of 11/14/2011 through 06/14/2012, in an amount not to exceed \$ 18,000.00.

**Background**  
*A one paragraph explanation of why an amendment is needed.*

This amendment to the Writing Coach contract requires an increase in its total hours and amount in order to continue high-leverage services to the end of the school year. Funds were not identified until current revisions to the budget were made.

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

Amendment #1 of a contract of services between OUSD and Roberta Draheim Oakland, CA for the latter to provide Writing Coach services through the period of November 14, 2011 to June 14, 2012 increasing the Not to Exceed Amount from \$7,000.00 to \$25,000.00. All other terms remain in full force and effect.

**Recommendation** Ratification by the Governing Board of the amendment to the professional services contract between the District and Roberta Draheim. Services to be primarily provided to Sobrante Park Elementary School for the period of 11/14/2011 through 06/14/2012, in an amount not to exceed \$ 18,000.00.

**Fiscal Impact** Funding resource name (please spell out) EIA-Instr  
not to exceed \$18,000.00

**Attachments**

- Contract Amendment
- Copy of original contract

Board Office Use: <b>Legislative File Info.</b>	
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OAKLAND UNIFIED SCHOOL DISTRICT

**AMENDMENT NO. 01  
TO PROFESSIONAL SERVICES CONTRACT**

This Amendment is entered into between the Oakland Unified School District (OUSD) and Roberta Draheim (CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on September 12 2011, and the parties agree to amend that Agreement as follows:

1. **Services:**     The scope of work is unchanged.                       The scope of work has changed.  
**If the scope of work has changed:** Provide brief description of revised scope of work including a measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.  
 Revised scope of work attached. **OR,** The CONTRACTOR agrees to provide the following amended services:  
Extend time of service through the end of the current school year (June, 2012). Services and specific outcomes remain in full force and effect.

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2. **Terms (duration):**     The term of the contract is unchanged.                       The term of the contract has changed.  
**If the term has changed:** The contract term is extended by an additional 6 months (days/weeks/months), and the amended expiration date is 06/14/2012.

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3. **Compensation:**     The contract price is unchanged.                       The contract price has changed.  
**If the compensation has changed:** The contract price is amended by  
 Increase of \$ 18,000.00 to original contract amount  
 Decrease of \$ \_\_\_\_\_ to original contract amount  
and the new contract total is Twenty Five Thousand dollars (\$ 25,000.00 )

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:**  
 There are no previous amendments to this Agreement.     This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the State Administrator, the Board of Education, and/or the Interim Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos  
 President, Board of Education  
 Superintendent or Designee

\_\_\_\_\_  
Edgar Rakestraw, Jr., Secretary  
Board of Education

12-5-11  
Date

\_\_\_\_\_  
Date

CONTRACTOR

Roberta A Draheim    11/14/11  
Contractor Signature                      Date

Roberta Draheim, Writing Coach  
Print Name, Title

Certified: \_\_\_\_\_ 11/14/12  
Edgar Rakestraw, Jr., Secretary  
Board of Education

Law Req. No. R0202307    P.O. No. P1202210

**LEGISLATIVE FILE**  
File ID Number 11-3188  
Introduction Date 1-11-12  
Enactment Number 12-0070  
Enactment Date 1-11-12 RD





**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.
-

PROFESSIONAL SERVICES CONTRACT

AMENDMENT ROUTING FORM 2011-2012

Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order amount has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original contract.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work has changed. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- OUSD contract originator submits amendment packet to Procurement for approval within two weeks of creating the requisition.

When the contract amendment is approved Procurement will add additional funds to the original Purchase Order.

Attachment Checklist	<input type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form
	<input type="checkbox"/> Amended Scope of work (be specific as to what is changing)
	<input type="checkbox"/> Copy of original contract

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

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	94611
Telephone	(510) 601-9133	Email	rdraheim@aol.com				

Compensation and Terms - Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 7,000.00	Original PO Number	P1202210			
Amended Amount	\$ 18,000.00	New Requisition #	R0202307			
New Total Contract Amount	\$ 25,000.00	Start Date	11/14/2011	End Date	06/14/2012	

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
7090	EIA-INSTR	1544859101	5825	\$ 18,000.00
			5825	\$
			5825	\$

Approval and Routing (in order of approval steps)

Additional services above original contract amount cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	<b>Site Administrator or Manager</b>	Name	Marco A. Franco	Phone	5106367919	Fax	5106367920	
	Site / Department	Sobrante Park Elementary School						
2.	Signature	[Signature]			Date Approved	11/14/2011		
	<b>Resource Manager</b> , 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							
	Signature	[Signature]			Date Approved	11/29/11		
3.	<b>Regional or Executive Officer</b>	[Signature]						
	Signature	[Signature]			Date Approved	11/20/11		
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b>	<input type="checkbox"/> Consultant Aggregate Under \$50,000						
	Signature	[Signature]			Date Approved	12-5-11		
5.	<b>Superintendent or Board of Education</b>	Signature on the legal contract						

<b>Legal</b> Required if not using standard contract	Approved	Denied - Reason	Date
<b>Procurement</b>	Date Received	PO Number	P1202210

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Sobrante Park Elementary

**SSC Meeting**

*Junta del SSC*

Posted 10/25/11

Anunciado 10/25/11

**October 28, 2011**

*Octubre 28 del 2011*

**10:00 a.m.**

**Agenda**

1. **Welcome and Quorum / *Bienvenida y Quorum***
2. **Election of Officers / *Elección de Oficiales***
  - **President/ *Presidente***
  - **Vice President/ *VicePresidente***
  - **DAC Representative/ *Representante***
  - **Secretary/ *Secretaria***
3. **Budget/SPSA Modifications / *Presupuesto/SPSA Modificaciones***
  - \* **Writing Consultant / *Consultante de Escritura, EIA/SCE- \$18,000***
  - \* **2nd Step and Conflict Res Consultant / *Consultante de 2nd Step y Resolucion de Conflictos, T1, \$12,000***
  - \* **Refreshments for SSC / *Comida SSC, T1, \$1,300***
4. **Safety Plan / *Plan de Seguridad***
  - \* **Review and discuss / *Revisar y discutir***
  - \* **Approve Safety Plan/ *Aprobar el Plan de Seguridad***
5. **Parent Concerns / *Pendientes de Padres***
6. **Public Comments / *Comentarios Públicos***



## School Site Council Meeting Sign-In

School Sobrante Park

Date \_\_\_\_\_

Printed Name	Signature	Elected staff	Elected Parent or Comm.	Student Rep (hs, ans)	Other Attendee/member
Danna Cutler	<i>[Signature]</i>				
Michelle Stokes	<i>[Signature]</i>				
Lamar Buckley	<i>[Signature]</i>				
MAXINE JACKSON	<i>[Signature]</i>		✓		
Debbie Lee	<i>[Signature]</i>				
NAOMI BURKS	<i>[Signature]</i>		X		
Lamar Buckley	<i>[Signature]</i>				
Marco A. Franco	Principal				
Richard Gray	<i>[Signature]</i>				
Tasha Graves	<i>[Signature]</i>		✓		
Asim Williams	<i>[Signature]</i>		✓		



# School Site Council Minutes

(School Site Council, English Learner Council, School Advisory Council)

School Sobrante Park

Date 9/7/2003

Quorum Number in Bylaws \_\_\_\_\_

Roll Call/Quorum Present: Yes  No

Reading and Approval of Minutes

If yes, list any necessary additions/corrections:

Summary of Discussions/Decisions on Mandated Agenda Topic: School Plan Review, Budget update review, program review, parent involvement and education activities (attach additional pages if necessary)

Meeting started at 10:05 am. Ms. Franco opened the meeting and welcomed everyone. After introductions, Ms. Franco explained that SSC needed new leadership elected since Debbie, the former president, moved away. Franco started w/ nomination for Pres. Michelle nominates Naomi, seconded by Donna. Passes unanimously 7-0. Naomi nominates Ms. Bulls for VP. Seconded by Michelle. Passes unanimously 7-0. Tasha nominated for secretary by Ms. Bulls. 8-0 unanimous vote. Ms. Franco then passed ballots for new members. Franco congratulated new officers and members.

Franco explained the need to modify 2 contracts (Mr. Dieheim - Writing Coach and Ms. Courtney - 2<sup>nd</sup> Step Coordinator) that

**Summary of District Advisory Council (District English Learner Council) Report by Representative:**

were approved last year, but year started w/ insufficient funding. Budget modifications have been loaded & thus contracts adjusted to original amounts. SSC passed all budget modifications,

**Other Business/Announcements** (at SSC meeting, SAC report if applicable)  
(at SAC meeting SSC report if applicable)

including money for refreshments, with a unanimous vote. SSC members agreed to meet 3<sup>rd</sup> Friday of each month at 9:00am. Safety Plan review and approval tabled until Dec 2011. Meeting adjourned at 10:55am.

**Adjournment**

Principal's signature Maw A. Lino Secretary's signature \_\_\_\_\_

Chairperson's signature \_\_\_\_\_

**History**

USER ID	WHEN IN	NAME	WHEN OUT	
FRANCOM ✓	11/09/11 13:56:01	FRANCO, MARCO	11/09/11 13:56:09	Sobrar
LOVEL ✓ ✗ ↘ ☞	11/18/11 13:56:44	LOVE, LINDA		Compli

**Summary**

Purchase Request# = R0202307  
 PR Total\$ = \$18,000.00  
 Requested By = FRANCO, MARCO  
 Request Date = 11/9/2011  
 Entry Date = 11/9/2011  
 Vendor = I023131-DRAHEIM, ROBERTA

ACCOUNT INFORMATION

Item#	Quantity	Price	Item Total	Lg	Key	Object	Amt/Pct
0001	18000.000	\$1.00	\$18,000.00	GL	1544859101	5825	
Item Description							
CONTRACTED SERVICES - CONSULTA							

PR Notes

Amended Consultant Contract to increase services for the students at Sobrante Park Elementary School per School Site Plan Modication. Thank you

Board Office Use: Legislative File Info.	
File ID Number	11-2610
Introduction Date	11-7-11
Enactment Number	11-2737
Enactment Date	11-16-11



**OAKLAND UNIFIED SCHOOL DISTRICT**

# 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) 11-16-11

**Subject** Professional Services Contract -  
Roberta Draheim Oakland CA (contractor, City State)  
Sobranite 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 Sobranite Park Elementary for the period of 09/12/2011 through 11/11/2011.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*  
 The writing program at Sobranite Park has been an integral part of our instructional program for the last 10 years, and one main reason our school exited Program Improvement, and continues making great strides in the writing abilities of our students. This program also prepares our 4th graders to take the California Standards Test writing test.

**Discussion**  
*One paragraph summary of the scope of work.*  
 This program is aligned to Open Court Reading with a focus on refining projects to best meet state writing standards, criteria and student learning rates. Program includes writing instruction alongside teacher (in a coaching model), support for teachers developing writing lessons, Professional Development for teachers, writing intervention, review of student work, and Authors' Night

**Recommendation** Ratification of professional services contract between Oakland Unified School District and Roberta Draheim. Services to be primarily provided to Sobranite Park Elementary for the period of 09/12/2011 through 11/11/2011.

**Fiscal Impact** Funding resource name (please spell out) EIA - Instr  
 not to exceed \$ 7,000.00

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









**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).



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: 09/12/2011 Work shall be completed by: 11/11/2011 Total Fee: \$ 7,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

Maria Santos 10-12-11  
 President, Board of Education Date  
 Superintendent or Designee

[Signature] [Signature]  
Secretary, Board of Education Date

Certified:  
[Signature] 11/12/11  
Edgar Rakestraw, Jr., Secretary  
Board of Education

CONTRACTOR

Roberta Draheim 8/31/11  
Contractor Signature Date

Roberta Draheim Writing Coach  
Print Name, Title

File ID Number: 11-2610  
Introduction Date: 11-7-11  
Enactment Number: 11-2434  
Enactment Date: 11-16-11  
By: [Signature]



Professional Services Contract

**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 Open Court Reading with a focus on refining projects to best meet state writing standards, criteria and student learning rates. Program includes writing instruction alongside teacher (in a coaching model), support for teachers developing writing lessons, Professional Development for teachers, writing intervention, review of student work, and Authors' Night

**SCOPE OF WORK**

Roberta Draheim will provide a maximum of 140.00 hours of services at a rate of \$ 50.00 per hour for a total not to exceed \$ 7,000.00. Services are anticipated to begin on 09/12/2011 and end on 11/11/2011.

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.

The contractor will provide writing Professional Development to teachers that includes alignment to Open Court Reading, intervention strategies for students, review of student work with specific feedback for kids and teachers, organizing and hosting our Authors' Nights (2 per year), publishing student writing anthologies, running the Writers' Club, and provide background tools and materials to frame and enrich writing assignments and student engagement. The consultant will work 6 hours each Monday and Friday, and 3 hours each Wednesday. The consultant will schedule at least 1 hour of side-by-side writing instruction with the classroom teacher for all classes in grades 3rd + 5th. Some classes, identified by the principal, will receive an additional 1 hour of writing instruction and support per week.

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 English Language Arts program, as it aligns to Open Court Reading and the state writing standards. This program was key in helping our school exit Program Improvement and our 4th grade students scoring above the District's average on the California Standards writing test. This program greatly enhances our students' writing skills and instills a love for writing and expression. The consultant will provide writing instruction to students in grades 2-5. The students will engage in organized activities that address the writing process and students will practice and write several assignments on the different genres such Summaries, Response to Literature and Expository. The students will produce pieces that will go onto a student anthology.

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

- |                                                                                 |                                                                                         |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core    | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input type="checkbox"/> Develop social, emotional and physical health          | <input type="checkbox"/> Safe, healthy and supportive schools                           |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality                             |
| <input checked="" type="checkbox"/> High quality and effective instruction      | <input type="checkbox"/> Full service community district                                |

Professional Services Contract

**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 or 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.
-



Aug 31 2011 15:31:51 EDT FROM: F2M/92136273470

MSG# 71046962-007-1

PAGE 003 OF 003



# CERTIFICATE OF LIABILITY INSURANCE

JCM  
0022

DATE (MM/DD/YYYY)  
08-31-2011

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

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

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

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.

TYPE	TYPE OF INSURANCE	INSURANCE	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab		52 SBM V27987	12/02/2010	12/02/2011	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 APPLIED PER POLICY <input type="checkbox"/> PRO <input checked="" type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				W/C STATUTORY LIMITS OTHER 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.

<b>CERTIFICATE HOLDER</b> Oakland Unified School District 1025 2ND AVE OAKLAND, CA 94606	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2011-2012**

*Ret'd BK SEP 13*

**Basic Directions**  
 Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

- Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**
1. Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
  2. Ensure contractor has OUSD Vendor Number and meets the consultant requirements (including insurance and background check)
  3. Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
  4. OUSD contract originator creates the requisition.
  5. Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval.

Attachment Checklist	<input checked="" type="checkbox"/> For individual consultants: HRSS Pre-Consultant Screening Letter for 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: 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

OUSD Staff Contact: *For info about this contract, please be sent to* marco.franco@ousd.k12.ca.us

**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 94611
Telephone	(510) 601-8133	Email	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	09/12/2011	Date work will end	11/11/2011	Other Expenses	0.00
Pay Rate Per Hour (required)	\$ 50.00	Number of Hours	140.00	Total Contract Amount	\$ 7,000.00

**Budget Information**

*If you are planning to multi fund a contract using L/P funds please contact the State and Federal Office before completing requisition*

Resource #	Resource Name	Org Key	Object Code	Amount
7090	EIA - Instr.	1544859101	5825	\$ 7,000.00
			5825	\$
			5825	\$
Requisition No. <u>R0201114</u>			Total Contract Amount	\$ 7,000.00

**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.epis.gov/epis/search.do>)

1.	Administrator / Manager (Originator)	Name	Marco A Franco	Phone	(510) 636-7919
	Site / Department	Robranle Park Elementary		Fax	(510) 636-7920
Signature		<i>Marco A. Franco</i>		Date Approved	August 31, 2011
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	<i>Jason...</i>		Date Approved	9/14/11
Signature (if using multiple restricted resources)				Date Approved	
3.	<b>Regional Executive Officer</b>				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
Signature		<i>[Signature]</i>		Date Approved	9/19/11
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> <input type="checkbox"/> Consultant Aggregate Under \$50,000				
	Signature	<i>Maria Santos</i>		Date Approved	10-12-11
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
Legal Required if not using standard contract		Approved	Denied - Reason		Date
Procurement	Date Received	PO Number		P1202210	

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