

Board Office Use: Legislative File Info.	
File ID Number	17- 12.88
Introduction Date	6/14/17
Enactment Number	17-112
Enactment Date	6/16/17



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Devin Dillon, Superintendent and Secretary, Board of Education
By: Vernon Hal, Senior Business Officer *VH*
Joe Dominguez, Deputy Chief, Facilities Planning and Management *J.D.*

Board Meeting Date *8/9*
June 14, 2017

Subject Amendment No. 3 Independent Consultant Agreement -Heather Imboden, -
Glenview Expansion- New Construction Phase II Project

Action Requested Approval by the Board of Education of Amendment No. 3, for an Independent Agreement between the District and Heather Imboden, Oakland, CA, for the latter to provide communications and engagement strategies as well as engaging in capacity building with OUSD engagement staff to support their development, in conjunction with the Glenview Expansion - New Construction Phase II Project, in an amount of \$45,000.00, increasing the previous contract amount from \$189,200.00 to a not-to-exceed amount of \$234,200.00. All remaining portions of the agreement shall remain in full force and effect.

Discussion Consultant is being retained to develop and support the successful implementation of the community engagement plan for the Glenview Construction Project.

LBP (Local business participation percentage) 100.00%

Recommendation Approval by the Board of Education of Amendment No. 3, for an Independent Agreement between the District and Heather Imboden, Oakland, CA, for the latter to provide communications and engagement strategies as well as engaging in capacity building with OUSD engagement staff to support their development, in conjunction with the Glenview Expansion - New Construction Phase II Project, in an amount of \$45,000.00, increasing the previous contract amount from \$189,200.00 to a not-to-exceed amount of \$234,200.00. All remaining portions of the agreement shall remain in full force and effect.

Fiscal Impact Fund 21, Measure J

Attachments

- Amendment No. 3, including scope of work
- Consultant Proposal



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 16-1591

Department: Facilities

Vendor Name: Imboden dba Communities In Collaboration

Contract Term: Start Date: 01/01/17 End Date: 12/31/2017

Annual Cost: \$ 42,000.00

Approved by: Legal Department

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Amendment to existing agreement to support community engagement for the Glenview Elementary School project.

Summarize the services this Vendor will be providing.

Successful implementation of Board Policy 7155 Community Engagement.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Comparison with other community engagement vendors.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



AMENDMENT NO. 3 TO INDEPENDENT CONSULTANT CONTRACT

This Amendment is entered into between the Oakland Unified School District (OUSD) and Heather Imboden, Communities in Collaboration. OUSD entered into an Agreement with CONTRACTOR for services on May 24, 2017, 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 scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. Attach revised scope of work.
 The CONTRACTOR agrees to provide the following amended services: **The scope of the project (New Scope).**

2. **Terms (duration):** **The term of the contract is unchanged.** The term of the contract has changed.
If term is changed: The contract term is extended by an additional _____, and the amended expiration date is _____.

3. **Compensation:** The contract price is unchanged. The contract price has changed.
If the compensation is changed: The contract price is amended by
 Increase of \$45,000.00 to original contract amount
 Decrease of \$_____ to original contract amount
 and the new contract total is **Not to Exceed Two hundred thirty-four thousand, two hundred dollars.**

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)
1	12-2-2015	Name of the dba is changed to Communities in Collaboration, LLC	\$42,000.00
2	6-22-2016	The amount is being increased.	\$42,000.00

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

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President
Board of Education

7/25/17
Date

Wila Johnson-Trammell, Superintendent
Secretary, Board of Education

7/25/17
Date

CONTRACTOR

Heather Imboden
Contractor Signature

Digitally signed by Heather Imboden
DN: cn=Heather Imboden, ou=Communities in
Collaboration, LLC ou,
email=heather@communitiesincollaboration.com,
c=US
[date: 2017.07.24 11:52:47 -0700]

7/24/17
Date

Heather Imboden, Principal
Print Name, Title

EXHIBIT "A" Scope of Work

Contractor Name: Heather Imboden, Communities in Collaboration.

Billing Rate: Not to Exceed Forty five thousand dollars and no cents (\$45,000.00)

Costs for work on this project is not to exceed \$45,000. Work will cease sooner when the transition plan is completed and OUSD Communications team will handle all project communications and engagements. OUSD will be billed for hours worked and actual expenses only. Details of the project budget are outlined in the table below.

Costs	Rate	Hours	Project total
Senior Consultant time	150.00	260	39,000.00
Project Assistant time	75.00	40	3,000.00
Printing –flyers and other communications materials			2,000.00
Meeting materials, childcare, and refreshments			1,000.00
		Project Total	45,000.
		NOT TO EXCEED	

This estimate assumes that OUSD will provide any translation of materials and translations services needed for key community events and communications.

Payment schedule: Consultant time and expenses will be billed at the end of each month. Payment is due within 30 days. **Project contact:** Heather Imboden, Principal Communities in Collaboration, LLC 7800 MacArthur Boulevard, Oakland, CA 94605 heather@communitiesincollaboration.com 510.684.6710

1. Description of Services to be Provided

Consultant shall perform the following Services: This scope of work encompasses continuing the communications and engagement strategies that have been put in place, as well as engaging in capacity building with OUSD engagement staff to support their development. This will be in service of a transition of engagement and communications responsibilities for this project from outside vendors to OUSD staff. In addition, this scope of work includes ensuring that project assets, including online materials, log-in information for project website and email accounts, and other project resources, are transitioned to OUSD staff.

Community engagement includes:

- Convening, facilitating, and/or attending regular project-related meetings including:
 - Project committee meetings – neighbors, staff, and parents working together to ensure two- way communication on project developments from community to OUSD and OUSD to community.
 - Community meetings – neighbors and staff planning for and working to minimize neighborhood and student disruption and impacts during construction
 - Project staff meetings – weekly meeting of contractors, architects, and facilities staff
- Conducting outreach efforts includes, but not limited to:
 - Drafting and distributing material for websites
 - Drafting and distributing fact sheets and flyers about opportunities for community input
 - Drafting, producing and distributing community updates quarterly, at minimum

- Communicating with Glenview, Santa Fe, and Edna Brewer School and neighborhood communities as needed when project developments affect those stakeholders.
- Communicating internally with OUSD staff so that additional departments may prepare for the transition to new school site — this may include initiating conversations about potential sites, move support, enrollment of host community children, and transportation.

On a as need basis - provide regular updates to legal, communications, and facilities departments, as needed.

- Monitoring and responding to queries through project-related email address and phone number.
- Attending public meetings and meetings with community stakeholders as needed.

Please see following communications schedule, accompany with **this work will include a max of 40 hours per month or max 10 hours per week -**

- Meeting regularly with OUSD community engagement staff to ensure staff members have a full understanding of issues, protocols, and expectations.
- Working with OUSD engagement staff / provide training /technical assistance to address internal capacity building.
- Training OUSD engagement staff on Glenview protocols, materials, and issues.
- Delivering digital assets, including notes from prior engagements, online materials, and community agreements when OUSD staff is ready to take on communications and engagement for the project.

Weekly

- Attend weekly team meeting to relay community concerns and gather information for updates
Compose, vet, and distribute weekly project update email

Monthly

- Upload monitoring reports to website
- Draft, vet, and distribute update to Glenview Elementary families (format to be determined)

Bi-monthly

- Plan, coordinate, conduct outreach for, facilitate, and follow up on Glenview community meeting (bimonthly, or as needed)
- Attend and provide update at Glenview Neighborhood Association meeting
Attend and provide update at Glenview Elementary PTA meeting (as needed)

Quarterly

Draft and distribute project letter, newsletter, or other project update

As needed / Ongoing

- Update project website with project updates, upcoming events, and materials, as needed
- Respond to incoming community queries and elevate to appropriate team member, as needed
- Attend OUSD team meetings, as needed, to brief key stakeholders, seek input, and share community concerns
- Support team in internal communications, as needed
- Develop other communications (such as drafting letters, leading meetings, door-knocking) to Glenview, Santa Fe, and Edna Brewer communities about project impacts and events, as needed
- Flyer neighborhood to mark unusual activity/landmark events (approximately 1-

- 2/annually) Support OUSD staff in crisis communications, as need arises
- Support in planning, publicizing, and coordinating special events, such as ground breakings
- Compose, record, and distribute weekly noise alert via Robocall – on an as needed basis
Collaborate with OUSD engagement staff to train on Glenview protocols (as needed)
- Plan, hold, and facilitate project committee meetings, including follow up and minutes

2. Specific Outcomes:

Create equitable opportunities for learning; and provide accountability for quality.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

<input type="checkbox"/> Ensure a high quality instructional core	<input 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 type="checkbox"/> High quality and effective instruction	<input type="checkbox"/> Full service community district

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

Cesar Monterrosa
 Director, Facilities Planning & Management

Board Office Use: Legislative File Info.	
File ID Number	16-1591
Introduction Date	6/22/2016
Enactment Number	16-1038
Enactment Date	6/22/2016



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students.

Memo

To Board of Education

From Vernon Hal, Senior Business Officer
Joe Dominguez, Deputy Chief Facilities

Board Meeting Date June 22, 2016

Subject **Amendment No. 2 to Agreement with Heather Imboden, dba Communities In Collaboration, LLC**

Action Requested **Approval of Amendment No. 2 to Agreement with Heather Imboden, dba Communities In Collaboration, LLC**

Background and Discussion On April 15, 2015, the Board ratified an Agreement with Heather Imboden, to develop and support the successful implementation of the community engagement plan for the Glenview Construction Project. The scope of services is consistent with Board Policy 7155, Community Engagement for Facility Projects. By this Amendment No 2, the Agreement is amended as follows:

1. The contract amount is being increased by an additional \$42,000.
2. The term of the Agreement is extended to January 1, 2017 to December 31, 2017.
3. The scope of services will continue to include:
 - a. Communications and engagement with neighboring entities and community members regarding logistics around possible busing of Glenview students to and from Santa Fe Elementary each school day.
 - b. Continued engagement with Glenview's neighbors and surrounding community through the beginning of the construction period (move out, hazardous materials removal, and demolition).
 - c. More extensive than anticipated outreach and communications with upper yard neighbors about surveys and retaining walls.

Recommendation **Approval of Amendment No. 2 to Agreement with Heather Imboden, dba Communities In Collaboration, LLC**

Fiscal Impact Funding resource name: Measure J – additional \$42,000

Attachments

- Amendment No. 2
- Agreement



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 16-1591

Department: Facilities

Vendor Name: Imboden dba Communities In Collaboration

Contract Term: Start Date: 01/01/17 End Date: 12/31/2017

Annual Cost: \$ 42,000.00

Approved by: Legal Department

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Amendment to existing agreement to support community engagement for the Glenview Elementary School project.

Summarize the services this Vendor will be providing.

Successful implementation of Board Policy 7155 Community Engagement.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Comparison with other community engagement vendors.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

Board Office Use: Legislative File Info.	
File ID Number	16-1591
Introduction Date	6/22/16
Enactment Number	16-1038 H
Enactment Date	6/22/16

AMENDMENT NO. 12th
AGREEMENT
Between
Oakland Unified School District
And
Heather Imboden, dba Communities in Collaboration, LLC

By Enactment No 15-1877 approved by the Board of Education on December 2, 2015, the Board approved Amendment 1 to the Agreement with Heather Imboden, dba Communities in Collaboration, LLC ("Consultant") to develop and support the successful implementation of the community engagement plan for the Glenview Elementary School Construction Project. The scope of services is consistent with Board Policy 7155, Community Engagement for Facility Projects. By this Amendment No 2, the Agreement is amended as follows:


1. The contract amount is being increased by an additional \$42,000.
2. The term of the Agreement is January 1, 2017 to December 31, 2017.
3. The scope of services is being modified to include:
 - a. Communications and engagement with neighboring entities and community members regarding logistics around possible busing of Glenview students to and from Santa Fe Elementary each school day.
 - b. Continued engagement with Glenview's neighbors and surrounding community through the beginning of the construction period (move out, hazardous materials removal, and demolition).
 - c. More extensive than anticipated outreach and communications with upper yard neighbors about surveys and retaining walls.
4. Effective immediately, Consultant shall send the invoices by email for payment to
 Jacqueline.mlnor@ousd.org

Who will approve the invoices and forward them to Michael Ezeh for the District Facilities Department for processing and payment.


Except as expressly provided above, the Agreement is unchanged. All other provisions of the Agreement shall remain unchanged and in full force and effect as originally stated.

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment No. 2 to the Agreement.

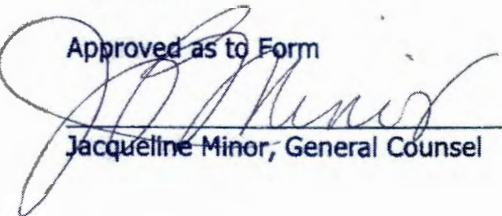
**Communities in Collaboration,
LLC**


Heather Imboden 6/16/14

Oakland Unified School District


President, Board of Education


Superintendent and Secretary, Board of
Education

Approved as to Form

Jacqueline Minor, General Counsel

File ID Number: 16-1591
Introduction Date: 6-22-16
Enactment Number: 16-1038
Enactment Date: 6-22-16
By:



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information

Project Name	Glenview Expansion - New Construction Project	Site	119
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Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist	<input type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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Contractor Information

Contractor Name	Heather Imboden	Agency's Contact	Heather Imboden		
OUSD Vendor ID #	1023870	Title	Project Manager		
Street Address	534 23 rd Ave	City	Oakland	State	CA Zip 94606
Telephone	510-436-7626	Policy Expires			
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		
OUSD Project #	13134				

Term

Date Work Will Begin	6-24-2015	Date Work Will End By <small>(not more than 5 years from start date)</small>	12-31-2017
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Compensation

Total Contract Amount	\$	Total Contract Not To Exceed	\$234,200.00
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Changed Amount	\$ 45,000.00
Other Expenses		Requisition Number	

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 #	Funding Source	Org Key	Object Code	Amount
9350	Fund 21, Measure J	1199905820	5825	\$45,000.00

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.

	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Director, Facilities Planning and Management				
	Signature	Date Approved			
2.	General Counsel, Department of Facilities Planning and Management				
	Signature	Date Approved	6/6/17		
3.	Deputy Chief, Facilities Planning and Management				
	Signature	Date Approved			
4.	Senior Business Officer, Board of Education				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

Board Office Use: Legislative File Info.	
File ID Number	15-2317
Introduction Date	12/02/2015
Enactment Number	15-1877
Enactment Date	12/2/15



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Hitesh Haria, COO
Jacqueline P. Minor, General Counsel

Board Meeting Date December 2, 2015

Subject **Amendment No. 1 to Agreement with Heather Imboden, dba Communities In Collaboration, LLC**

Action Requested **Approval of Amendment No. 1 to Agreement with Heather Imboden, dba Communities In Collaboration, LLC**

Background and Discussion On April 15, 2015, the Board ratified an Agreement with Heather Imboden, to develop and support the successful implementation of the community engagement plan for the Glenview Construction Project. The scope of services is consistent with Board Policy 7155, Community Engagement for Facility Projects. By this Amendment No 1, the Agreement is amended as follows:

1. The name of the dba is changed to Communities in Collaboration, LLC.
2. The contract amount is being increased by an additional \$42,000.
3. The term of the Agreement is extended to December 1, 2015 to December 31, 2016.
4. The scope of services is being modified to include:
 - a. Communications and engagement with neighboring entities and community members regarding logistics around possible busing of Glenview students to and from Santa Fe Elementary each school day.
 - b. Continued engagement with Glenview's neighbors and surrounding community through the beginning of the construction period (move out, hazardous materials removal, and demolition).
 - c. More extensive than anticipated outreach and communications with upper yard neighbors about surveys and retaining walls.

Recommendation **Approval of Amendment No. 1 to Agreement with Heather Imboden, dba Communities In Collaboration, LLC**

Fiscal Impact Funding resource name: Measure J – additional \$42,000

Attachments • Amendment No. 1



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 15-2317

Department: Legal/Operations

Vendor Name: Heather Imboden

Contract Term: Start Date: 12/01/2015 End Date: 12/31//2016

Annual Cost: \$ 42,000.00

Approved by: General Counsel

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

The vendor is the current community engagement consultant for the Glenview Project.

Summarize the services this Vendor will be providing.

The scope of services is being modified to include:
a. Communications and engagement with neighboring entities and community members regarding logistics around possible busing of Glenview students to and from Santa Fe Elementary each school day.
b. Continued engagement with Glenview's neighbors and surrounding community through the beginning of the construction period (move out, hazardous materials removal, and demolition).
c. More extensive than anticipated outreach and communications with upper yard neighbors about surveys and retaining walls.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

The vendor's costs are in alignment with community engagement costs for other projects and prior billing is efficient and cost effective.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
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 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception** N/A

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Introduction Date	12/02/15
Enactment Number	15-1877
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**AMENDMENT NO. 1
AGREEMENT
Between
Oakland Unified School District
And
Heather Imboden, dba Communities in Collaboration, LLC**

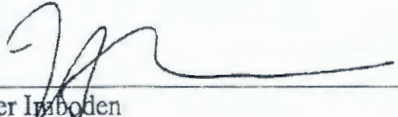
By Enactment No 15-0465 approved by the Board of Education on April 15, 2015, the Board ratified an Agreement with Heather Imboden, dba Niam Consulting, LLC ("Consultant") to develop and support the successful implementation of the community engagement plan for the Glenview Construction Project. The scope of services is consistent with Board Policy 7155, Community Engagement for Facility Projects. By this Amendment No 1, the Agreement is amended as follows:

1. The name of the dba is changed to Communities in Collaboration, LLC
2. The contract amount is being increased by an additional \$42,000.
3. The term of the Agreement is December 1, 2015 to December 31, 2016.
4. The scope of services is being modified to include:
 - a. Communications and engagement with neighboring entities and community members regarding logistics around possible busing of Glenview students to and from Santa Fe Elementary each school day.
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 - c. More extensive than anticipated outreach and communications with upper yard neighbors about surveys and retaining walls.
5. Effective immediately, Consultant shall send the invoices by email for payment to
 Jacqueline.minor@ousd.k12.ca.us
 Who will approve the invoices and forward them to Michael Ezeh for the District Facilities Department for processing and payment.

Except as expressly provided above, the Agreement is unchanged. All other provisions of the Agreement shall remain unchanged and in full force and effect as originally stated.

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Amendment No. 1 to the Agreement.

**Communities in Collaboration,
LLC**

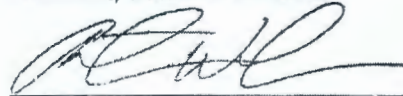


Heather Ingheden

Oakland Unified School District



President, Board of Education



Superintendent and Secretary, Board of
Education

Approved as to Form



Jacqueline Minor, General Counsel

File ID Number: 15-2317
Introduction Date: 12/2/15
Enactment Number: 15-1877
Enactment Date: 12/2/15
By: 02

Contract Extension Rationale

The scope of work for communications and engagement under this contract has expanded to include:

- a. Communications and engagement with neighboring entities and community members regarding logistics around possible busing of Glenview students to and from Santa Fe Elementary each school day.
- b. Continued engagement with Glenview Elementary's neighbors and surrounding community through the beginning of the construction period (move out, hazardous materials removal, and demolition).
- c. More extensive than anticipated outreach and communications with upper yard neighbors about surveys and retaining walls.

Scope of Work for Contract Extension

In addition to duties outlined in the original contract, the scope of work for this contract will be extended to include:

- As needed communications and outreach regarding busing logistics, which may include:
 - Communications and meetings with possible bus stop location owners.
 - Communications and meetings with neighbors (and others impacted by traffic implications) of possible bus stop locations.
 - Communications and meetings with parent groups to understand needs and possible solutions for meeting parent concerns around busing
- Continued communications, outreach, and meetings with neighbors as demolition and construction begin, which may include:
 - Intensive communications about construction and demolition schedules and impact mitigation
 - Ongoing meetings with neighbors to answer questions and address concerns about construction impacts
 - Formation of an ad hoc neighbor committee to create regular outlets for the above
- Continued communications, outreach, and meetings with immediate upper yard neighbors regarding access to yards for surveys and condition documentation and discussion of possible neighbor impacts.

The scope of work outlined in this extension is for the completion of **Phase 1 and Phase 2**, for the time frame of December 1, 2015 to December 31, 2016.

Contract Extension
Community Engagement and Communications for the Glenview Project

Estimated Costs for Additional Scope of Work

The scope of this project will require an estimated average of 4 hours per week of consultant time between December 1, 2015 and December 31, 2016. In addition, a program associate will provide occasional support for event coordination and other activities. Some periods, such as the period just prior to Glenview's move and groundbreaking may be more active than others. OUSD will be billed for hours worked and actual expenses only. Additional work required by changes to the scope of the project will be billed at \$150/hour.

Costs	Rate	Hours	Project total
Senior Consultant time	150.00	225	33,750.00
Project Associate time	75.00	50	3,750.00
Printing -flyers and other communications materials	500.00		500.00
Website updates and maintenance	2,000.00		2,000.00
Materials translation and meeting translation	0.00	0	0.00
Meeting materials, childcare, and refreshments	2,000.00		2,000.00
Total			42,000.00

This estimate assumes that OUSD will provide any translation of materials and translations services needed for key community events and communications.

Payment schedule: Consultant time and expenses will be billed at the end of each month. Payment is due within 30 days.

Project Contact

All correspondence regarding this contract and extension may be directed to:

Heather Imboden, Principal
Communities in Collaboration, LLC
2323 Broadway, Oakland, CA 94612
510.684.6710 | heather@communitiesincollaboration.com

Board Office Use: Legislative File Info.	
File ID Number	15-0654
Introduction Date	4/15/2015
Enactment Number	15-0465
Enactment Date	9-15-15 //



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Jacqueline Minor, General Counsel
 Board Meeting Date April 15, 2015
 Subject **Agreement with Heather Imboden, dba Niam Group**

Action Requested **Ratification by the Board of Education of the Agreement with Heather Imboden, dba Niam Group.**

Background Board Policy 7155, Community Engagement for Facility Projects, requires community engagement, planning and collaboration for District capital projects. Heather Imboden, dba Niam Group, is being retained to develop and support the successful implementation of the community engagement plan for the Glenview Construction Project – Phase 2.

Discussion The term of this agreement is March 1, 2015 to September 30, 2016 and may be extended for an additional year by written agreement of both parties, the cost is not to exceed \$55,200, and the community engagement activities necessary for final agency and regulatory approval of the construction plans and transition planning for the school community for the move to Santa Fe [Glenview at Santa Fe] for the 2016-17 school year.

Recommendation Ratification by the Board of Education of the Agreement with Heather Imboden dba Niam Group

Fiscal Impact Measure J, not to exceed \$55,200

Attachments

- Agreement

- 2.6 **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.
- 2.7 **Non-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, CONSULTANT 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. CONSULTANT 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.
- 2.8 **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.

3. AREAS OF AUTHORITY

- 3.1 **Independent Contractor.** This is not an employment contract. CONSULTANT is an independent contractor. CONSULTANT understands and agrees that she is not an officer, employee, agent, partner, or joint venture of OUSD, and is not entitled to benefits of any kind or nature normally provided or entitled to employees of OUSD, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT shall assume full responsibility for payment of all Federal, State, and local taxes or contributions necessary to do business in the State of California, including unemployment insurance, social security and income taxes. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.
- 3.2 **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.
- 3.3 **Ownership of Documents.** All documents created by CONSULTANT pursuant to this Agreement, including but not limited to reports, designs, schedules, and other materials prepared, or in the process of being prepared, for the services to be performed by CONSULTANT, are and shall be at the time of creation and thereafter the property of the OUSD, with all intellectual property rights therein vested in the OUSD at the time of creation. The OUSD shall be entitled to access to and copies of these materials during the progress of the work. Any such materials in the hands of CONSULTANT or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. CONSULTANT may retain a copy of all materials produced under this Agreement for its use in its business activities.

- 3.4 **Copyright/Trademark/Patent/Ownership.** CONSULTANT 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.
- 3.5 **Confidentiality.** The CONSULTANT shall maintain the confidentiality of all information and documents received that are labeled as confidential. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
4. **INDEMNIFICATION** CONSULTANT shall indemnify and save harmless the District and its officers, State Trustee, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of CONSULTANT or loss of or damage to property, arising directly or indirectly from CONSULTANT's performance of this Agreement, except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of the District and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on CONSULTANT, its agents or employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and the District's costs of investigating any claims against the District.

5. BILLING

- a. Bills for CONSULTANT fees and expenses should be submitted and monthly to unless otherwise agreed. Bills or invoices mailed or hand delivered to:

Michael Ezeh
Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94601

And a copy emailed to

Jacqueline.minor@ousd.k12.ca.us

- b. The District will not pay for amounts not reflected on bills or invoices.

6. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all other oral or written provisions.

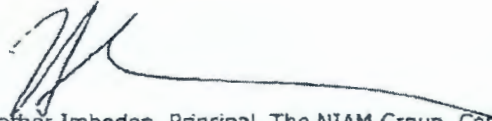
7. SEVERABILITY

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

8. EXCLUDED PARTIES

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

The parties hereto agreed to be bound and this Agreement is effective on the day first mentioned above.



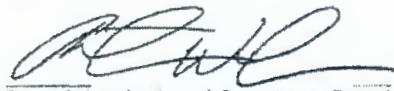
Heather Imboden, Principal, The NIAM Group, Consultant



Mia Settles-Tidwell, Chief Operations Officer

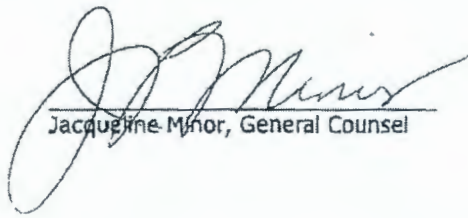


President, Board of Education
Oakland Unified School District



Superintendent and Secretary, Board of Education
Oakland Unified School District

Approved As to Form



Jacqueline Minor, General Counsel

File ID Number: 15-0654
Introduction Date: 4/15/15
Enactment Number: 15-0465
Enactment Date: 4/15/15
By: e

Proposal for Community Engagement and Communications
for Glenview Elementary Construction Project

Heather Imboden, MCP, Lead Consultant

himboden@gmail.com

510.684.6710

Glenview Elementary School has been identified as a high priority for facilities modernization. The project is currently in the design phase, but has encountered many roadblocks as parents, neighbors, and special interest groups have sometimes conflicting priorities with regards to the school site. To ensure that the development of the site can move forward, while addressing the concerns of all stakeholders to the best of OUSD's ability, the District has committed to a process of community engagement. This proposal builds on the communications and engagement work already begun by OUSD staff.

Project Goals

In keeping with OUSD's newly established policy on community engagement for facilities projects, the goal of the work described here is to:

- Communicate clearly and on an ongoing basis the status and purpose of the project to community stakeholders including neighbors, OUSD staff, families and staff of Glenview Elementary, concerned organizations (such as the Oakland Heritage Alliance and the Glenview Neighborhood Association), and school board members and other policy makers.
- Gather community input and communicate that input back to OUSD staff and the development team to ensure that local concerns and desires are taken into account as plans for the building evolve.

Successfully achieving these goals will require frequent conversation and collaboration between the consultants and the District to ensure that materials are accurate and approved in a timely manner. Success will also require willingness on the District's part to incorporate the concerns of the community in their decisions.

Project Phases

As outlined by the facilities department, this project has three phases: design, agency review (a period also used for transition and construction planning), and construction. Each phase requires different types of communication and engagement.

- **Phase I: Design.** This phase is already under way. Regular community meetings will be held for the design committee, the transition committee, and the new neighbor/construction committee to discuss design issues and concerns. During this phase, there will also be opportunity for public comment on the design of the building as it is more fully developed. In addition to engaging the community (neighbors, parents, Glenview staff, and other stakeholders), this is the time for internal communications as OUSD plans for the school population's move to a temporary site. Communications will leverage pre-existing infrastructure developed by OUSD, Glenview parents, and neighborhood organizations.

- **Phase 2: Agency Reviews and Construction/Transition Planning.** While the Division of the State Architect reviews final construction documents, regular communications regarding the transition to the new school site will ramp up, as will communications preparing neighbors for construction and changing traffic patterns. Communications and engagement will include the host community at the temporary school site and will depend on OUSD's determination about enrollment policy for host neighborhood children.
- **Phase 3: Construction.** This phase will require regular progress updates to the community and open channels for community – school and neighbor – questions and concerns pertaining both to the project and to the temporary school site.

The scope of work outlined in this proposal is for **Phase 1**, estimated by OUSD facilities to run from September 1, 2014 through October 31, 2015.

Scope of Work – Design Phase

By board policy, OUSD is required to "ensure that community priorities are incorporated in the project where feasible." As designs for the new Glenview take shape, community members will continue to want opportunities to weigh in on both the aesthetics and program of the facilities. This may include legal challenges by those who disagree with the District's current plans.

To ensure that information continues to flow smoothly from OUSD to stakeholders and vice versa, and to reduce the likelihood of community conflict, community engagement for the design phase will include the following elements:

- Supporting the regular meetings of three committees by helping to define roles, recruit members, schedule meetings, set agendas, and distribute notes and tasks, as needed. These committees are:
 - Design committee – neighbors, staff, and parents working on program and look of new facilities
 - Transition committee – staff and parents planning and executing transition to and from temporary school site
 - Construction committee (to be formed) – neighbors and staff planning for and working to minimize neighborhood disruption and impacts during construction
- Conducting ongoing outreach efforts including:
 - Drafting and distributing material for websites
 - Drafting and distributing fact sheets and flyers about opportunities for community input
 - Conducting a community survey on priorities and concerns – online and in paper, if needed
 - Producing and distributing community updates quarterly, at minimum
- Working with architects and project committees to design, publicize, and lead community-wide engagements/celebrations to share design progress and provide opportunities for broader input/feedback – ideally one per stage of design as defined in facilities schedule.
- Communicating internally with OUSD staff so that additional departments may prepare for the transition to new school site — this may include initiating conversations about potential sites, move support, enrollment of host community children, and transportation.

- Providing regular updates to legal, communications, and facilities departments, as well as the relevant REXO, city council member, and school board member
- Creating and monitoring a project-related email address
- Attending public meetings and meetings with community stakeholders as needed

All materials and meetings will be translated as appropriate for the community, with the assistance of OUSD.

Proposed Community Engagement Process and Schedule – Design Phase

September '14	Establish committee schedules and define roles, hold monthly committee meetings Review and supplement online information as needed Present project update at PTA meeting Work with architects and committees to design community-wide engagement of project progress Continue meeting with key stakeholders Develop contacts database and communications tree
October '14	Continue as above, and Hold community-wide event to share project progress, discuss next steps and solicit input Begin internal outreach within OUSD to plan for transition to temporary school site
Ongoing	Hold monthly committee meetings, support committees with assistance in agenda setting, tracking progress, distributing minutes, and following up on tasks Hold (approximately) three community-wide meetings to share project progress, discuss next steps and solicit input Design and publicize community survey regarding construction concerns and priorities Weekly update to OUSD staff, REXO, and school board member Ongoing attendance of meetings with community stakeholders Continuing website updates and responses to email correspondence Maintenance of contacts database

This schedule assumes the timely exchange of information and materials approvals from OUSD. Unless otherwise agreed upon, we will expect that 72 hours is sufficient for OUSD to review and approve or comment on communications materials.

Estimated Costs – Design Phase

The scope of this project will require an estimated average of 8 hours per week of consultant time between September 1, 2014 and October 31, 2015. OUSD will be billed for hours worked only. Additional work required by changes to the scope of the project will be billed at \$150/hour.

Costs	Rate	Hours	Project total
Consultant time	150.00	480	72,000.00
Additional facilitators	150.00	10	1,500.00
Printing – banner, flyers, surveys, fact sheets	2,000.00		2,000.00
Website development	0.00		0.00
Materials translation and meeting translation	0.00	0	0.00
Meeting materials, childcare, and refreshments	1,500.00		2,000.00
		Total	77,500.00

This estimate assumes that OUSD will provide occasional translation of materials and translations services at key community events. Website updates are expected to be completed by OUSD staff (for OUSD site) and parent volunteers (Glenview site).

Payment schedule: Consultant time and expenses will be billed at the end of each month. Payment is due within 30 days.