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Introduction Date	4-15-15
Enactment Number	15-0468
Enactment Date	4-15-15 <i>of</i>



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 Susana Morales Konishi**

Action Requested **Ratification by the Board of Education of the Agreement with Susana Morales Konishi, dba the Niam Group to Support Fremont Intensive Support Team**

Background Susana Morales Konishi, dba the Niam Group, a graduate of Fremont High School and formerly worked at Youth Uprising, is being retained to support the Intensive Support School team community engagement process at Fremont High School.

Discussion The term of this Agreement is February 1, 2015 to June 30, 2015 and may be extended by written agreement of both parties, the cost is approximately \$45,000 for the services listed in the Statement of Work attached to the Agreement.

Recommendation Ratification by the Board of Education of the Agreement with Susana Morales Konishi

Fiscal Impact GP, not to exceed \$45,000

Attachments • Agreement

AGREEMENT

Between

Oakland Unified School District

and

The NIAM Group, LLC for Professional Services

This Agreement, effective as of **February 1, 2015**, is by and between the Oakland Unified School District ("OUSD" or the "District"), and **The NIAM Group, LLC** ("**Consultant**").

1. SCOPE OF SERVICES

Consultant is being retained to continue to support the Intensive Support Schools team community engagement process at Fremont High School, as provided in the Statement of Work which is attached hereto.

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be February 1, 2015 to June 30, 2015 and may be extended by written agreement of both parties.
- 2.2 **Fees.** Consultant will bill for hours worked only, at a fee of \$150.00 an hour for lead consultant time and \$75.00 an hour for program associate time, and actual costs for materials. Consultant estimates that the work will require an average of 15 hours per week for lead consultant time and 5 hours a week of program associate time through June 30, 2015. \$45,000 is being allocated for this phase of the community engagement work.
- 2.3 **Notice of Termination.** OUSD may at any time terminate this Agreement upon not less sixty (60) days written notice to CONSULTANT. OUSD shall compensate CONSULTANT for services satisfactorily provided through the date of termination. Upon any termination of this Agreement, CONSULTANT shall immediately provide OUSD with complete and accurate copies or originals - where appropriate - of all documents in its possession belonging to OUSD.
- 2.4 **Choice of Laws.** This Agreement is governed by the laws of the State of California.
- 2.5 **Conflict of Interest.** CONSULTANT affirms to the best of her knowledge, there exists no actual or potential conflict of interest between CONSULTANT'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.
- 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 to Isaac Kos-Read bi-weekly unless otherwise agreed. Bills or invoices should be emailed to:

isaac.kos-read@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.

9. 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>

IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.

THE NIAM GROUP, LLC

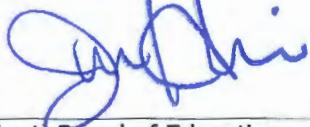


Susana Morales Konishi, Principal

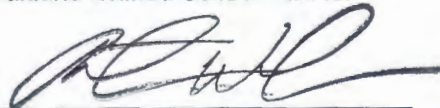
OAKLAND UNIFIED SCHOOL DISTRICT

N/A

Isaac Kos-Read, Chief Communications Officer



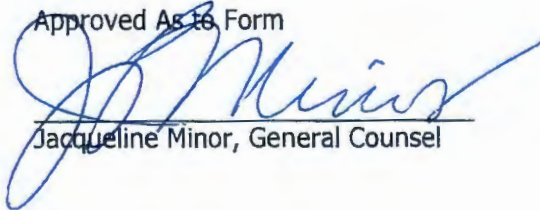
President, Board of Education
Oakland Unified School District



Antwan Wilson, Superintendent and Board Secretary

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By: e

Approved As to Form



Jacqueline Minor, General Counsel

Proposed Scope of Work for the Intensive Support Schools
Initiative at Fremont High School

THE NIAM GROUP

The NIAM Group, LLC
Susana Morales Konishi
Susana@niamgroup.com
510-502-3026

Project Rationale

We respectfully submit this Scope of Work to support the Intensive Support Schools team in the community engagement process at Fremont High School. The work, relationships, and partnerships developed during this phase are important because they will serve as the foundation for a successful engagement around facilities when the time is right. We are excited to be a part of this new strategy and vision and of course I am personally excited to be working in my high school in my community. The timeframe for this Scope of Work is from February 1, 2015 – June 30, 2015.

Process

Given the importance of the Initiative and the opportunity to shift the paradigm of the District, the Scope of Work proposed is comprehensive and commentary. This work will be supporting and collaborating in the development and implementation of a robust and authentic community engagement process. These are the tasks proposed:

Internal Communication Supports

- Provide communication support to and from community members
- Provide communication support to and from OUSD leadership
- Provide communication support to and from other entities involved in the facility development of Fremont High School, such as MKThink

Programmatic Supports

- Provide logistical support
- Provide written notes of all engagements
- Co-hold the development and management of the on-site committee

Documentation

- Document the process and development of the Initiative
- Provide monthly briefs documenting the process and outlining steps taken to conduct an authentic and robust community engagement process

Estimated Costs and Terms of Payment

Given the anticipated planned frequency of the community engagements and team meetings in the coming months, we anticipate that this work will require approximately 15 hours per week of consultant time. In addition, it will require administrative support for taking notes at the engagements and producing meeting notes, which is expected not to exceed 5 hours per week.

We will bill OUSD for hours worked only, and actual expenses (if any), and not exceed the agreed amount without written authorization and amendment to the initial contract. If, over the course of the research, we encounter unanticipated circumstances that demand more than 240 hours to complete the above described deliverables, we will first notify OUSD in writing and seek additional authorization for the number of hours we believe will be needed to complete the tasks outlined above or in the alternative, authorization to modify the scope of work as defined above to keep the project within budget.

Costs	Rate	Hours	Project total
Lead Consultant	150.00	240	\$36,000
Administrative support	75.00	80	\$6,000
			Total: \$42,000