

Board Office Use: Legislative File Info.	
File ID Number	14-2407
Introduction Date	1/14/15
Enactment Number	15-0096
Enactment Date	1/14/15 OA



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Mia Settles Tidwell, Chief Operations Officer
Jacqueline Minor, General Counsel

Board Meeting Date January 14, 2015

Subject **Amendment No 2 to Agreement with Susana Morales Konishi**

Action Requested **Approval by the Board of Education of Amendment No 2 to Agreement with Susana Morales Konishi.**

Background By Enactment No 14-1501 approved by the Board of Education on August 13, 2014, the Board ratified an Agreement between District and Susana Morales Konishi for Professional Services to develop, plan and successfully implement Board Policy 7155, Community Engagement for Facility Projects, for community engagement for the development of Educational Complex, 1025 Second Avenue, including Dewey Academy, for the term from July 28, 2014 to June 30, 2016, at the cost of approximately \$40,000. The Agreement was amended to increase the contract by \$16,750. The further amendment is to increase the contract by an additional \$37,250.

Discussion The Statement of Work for Amendment No 2 is attached to the Agreement. It includes 8-10 community cafes, community outreach, youth outreach key stakeholder meetings, facilitating the Community Committee and continuing to engage the Board and Senior Staff in developing the plans for the Educational Complex. Susana Morales has led this effort and continues to effectively engage with the community as the Board provides further guidance and policy clarification.

Recommendation **Approval by the Board of Education of Amendment No 2 to Agreement with Susana Morales Konishi.**

Fiscal Impact Measure J, not to exceed an additional \$37,250 for a contract total of \$89,250

Attachments

- Amendment No 2
- Amendment No 1
- Agreement

Board Office Use: Legislative File Info.	
File ID Number	14-2467
Introduction Date	1/14/15
Enactment Number	15-0096
Enactment Date	1/14/15 O.A.

**AMENDMENT NO. 2
AGREEMENT
Between
Oakland Unified School District
And
Susana Morales Konishi for Professional Services**

By Enactment No 14-1818 approved by the Board of Education on October 22, 2014, the Board ratified Amendment No 1 to the Agreement between District and Susana Morales Konishi for Professional Services to develop, plan and successfully implement Board Policy 7155, Community Engagement for Facility Projects, for community engagement for the development of an Education Complex at 1025 Second Avenue, which will include Dewey Academy. The Agreement is being further modified by this Amendment No 2 as follows:

1. The contract amount is being increased by and additional \$37,250 as provided in the attached Revised Statement of Work.
2. Effective immediately, Consultant shall send the invoices by email for payment to Michael.ezeh@ousd.k12.ca.us

And

Jacqueline.minor@ousd.k12.ca.us

The invoices will be processed and paid by Michael Ezeh for the District Facilities Department.

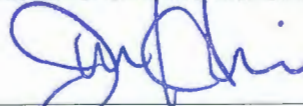
Except as expressly provided above, the Agreement is unchanged. All other provisions of the Agreement shall remain unchanged and in full force and effect as originally stated.

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

Susana Morales Konishi



Oakland Unified School District

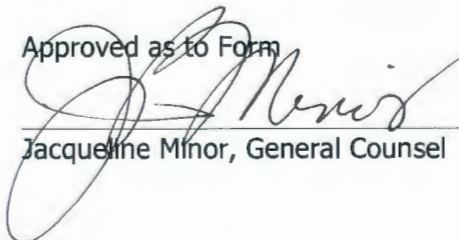


President, Board of Education



Superintendent and Secretary, Board of Education

Approved as to Form



Jacqueline Minor, General Counsel

Revised SOW for the Educational Complex on 2nd Avenue

Thank you for the opportunity to submit a revised SOW. The project has evolved and this SOW is to describe the new buckets of work that will need to take place. However, this SOW is only to requesting funds to cover the work December 2014 though January 2015.

During these months, we will continue with the re-set of community engagement for the project above mentioned on 2nd Avenue. The work will entail the following:

1. Facilitating between 8-10 Community Cafes.
2. Sustaining constant outreach strategies and methods in the community.
3. Facilitate key stakeholder meetings.
4. Facilitate communication strategies with Board of Directors and OUSD Leadership.
5. Facilitate the Community Committee.
6. Revamp the project website and maintain it up to date.
7. Create and facilitate leadership opportunities for youth and community leaders.

Proposed Budget

Costs	Rate	Hours	Project total
Lead Consultant time	150.00	160	24,000
Facilitators	75.00	120	9,000
Website Maintenance	1,000.00		1,000
Café Costs	3,500		3,500
		Total	37,250

Board Office Use: Legislative File Info.	
File ID Number	14-2135
Introduction Date	10-22-14
Enactment Number	14-1818
Enactment Date	10/22/14 <i>JS</i>

**AMENDMENT NO. 1
AGREEMENT
Between
Oakland Unified School District
And
Susana Morales Konishi for Professional Services**

By Enactment No 14-1501 approved by the Board of Education on August 13, 2014, the Board ratified an Agreement between District and Susana Morales Konishi for Professional Services to develop, plan and successfully implement Board Policy 7155, Community Engagement for Facility Projects, for community engagement for the redevelopment of the Administration Building, 1025 Second Avenue, including Dewey Academy, for the term from July 28, 2014 to June 30, 2016, at the cost of approximately \$40,000. The purpose of this Amendment No. 1 is to modify the Statement of Work as provided in Attachment 2, which is attached hereto and incorporated by reference herein, and to increase the contract amount by an additional \$16,750.

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 originally approved by the Oakland Unified School District Board of Education on August 13, 2014.

Susana Morales Konishi




Oakland Unified School District



President, Board of Education

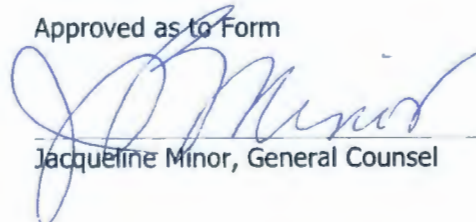
10/22/14



Superintendent and Secretary, Board of Education

10/22/14

Approved as to Form



Jacqueline Minor, General Counsel

Revised SOW for 2nd Avenue Project

Thank you for the opportunity to submit a revised SOW.

There are four parts to this document:

1. A table delineating the original proposed work and the current status.
2. A brief description of the larger work being done in collaboration with the Board of Education and the Superintendent.
3. Phase 2
4. A table outlining proposed additions.

Part I: Most of the work was done in August and will continue in October. This is due to the natural tendency of community engagement and the fact that community events take a longer time frame to arrange and organize. However, a point worth making is the fact that there is a visible sense of community buy-in at this point and arranging the community cafes is becoming more efficient.

Originally Proposed	Status
Key Stakeholder Meetings: We will meet with the key stakeholders to ensure alignment and obtain buy-in.	One Key Stakeholder meeting to ensure buy-in. This meeting was held in August.
Community Cafes: We will meet with several sectors of the community to be impacted by the project.	Community Café with Key Stakeholders, community members, and a few OUSD staff in August.

	<p>Meeting with Union representatives. September 23rd.</p> <p>Community café with Dewey Parents. October 2nd.</p> <p>Community café/meeting with OUSD custodial staff in early October.</p> <p>Community café with La Escuelita parents in mid October.</p> <p>Community café with MetWest parents in October.</p>
Youth Engagement	Two Dewey student assemblies in early October.
Community Survey	Will distribute survey to parents, students, and consider the community-at-large

Part II: This new body of work will ensure alignment with the larger community engagement goals of the District.

It is very exciting to see the Board of Education and the upper leadership move towards sincere and intentional community engagement. This new body of work includes individual meetings with each Board Director to discuss:

1. Their vision for community engagement;
2. How I can support them in making that vision a reality and engaging with their constituents following the procedures and protocols I have developed for the 2nd Avenue Project.

This represents an opportunity to share the lessons learned and successes from the 2nd Avenue Project and explore District-wide implementation to benefit all upcoming projects (i.e. Glenview, Fremont High School). As such, this new body of work also includes working with the Board Directors to organize, lead, and facilitate several large community cafés.

Part III: The RFQ is moving forward and selecting the potential developer with community feedback/buy-in will be critical.

Phase 2: Selecting the developer. This may be the biggest decision point in the project: this choice will dictate the use of the land and the future location of OUSD's administrative offices and Dewey High School. With that in mind, it is critical to have significant community input *before* the developer selection is finalized.

Part IV: Proposed Budget

1. Multiple facilitators at Community Cafés works best.
2. The project website is being highly utilized and I am proposing setting specific resources to ensure it's is maintained and up-to-date.
3. The hours for the lead consultant are increasing.
4. The time frame for project completion is being extended till November 30th, 2014. With this timeframe will include the start of the second phase from the original proposal.

Costs	Rate	Hours	Project total
Lead Consultant time	150.00	80	12,000.00
Facilitators	75.00	30	2,250.00
Website Maintenance	1,000.00		1,000.00
Meeting materials, refreshments, childcare	1,500.00		1,500.00
			16,750.00

AGREEMENT

Between

Oakland Unified School District

And

Susana Morales Konishi for Professional Services

This Agreement, effective as of **July 28, 2014**, is by and between the Oakland Unified School District ("OUSD" or the "District"), and **Susana Morales Konishi** ("**Consultant**").

1. SCOPE OF SERVICES

Consultant is being retained to develop and support the successful implementation of the community engagement plan for the redevelopment of the 1025 Second Avenue Administration Building which will include Dewey Academy. The design, phasing and implementation of the engagement strategy is attached hereto and incorporated herein as **Exhibit A** and is called "A Proposal for Community Based Engagement, Planning and Collaboration." The scope of services is consistent with Board Policy 7155, Community Engagement for Facility Projects, which is attached hereto as **Exhibit B**.

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be July 28, 2014 to June 30, 2016 and may be extended for an additional year by written agreement of both parties.
- 2.2 **Fees.**

The cost of Phase I of the Community Engagement plan is approximately \$40,000 as outlined in Exhibit A.
- 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 and monthly to unless otherwise agreed. Bills or invoices should be emailed to:

Jacqueline.minor@ousd.k12.ca.us
and
cindee.lajoure@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.

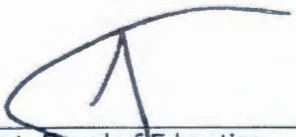
9. EXCLUDED PARTIES

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>

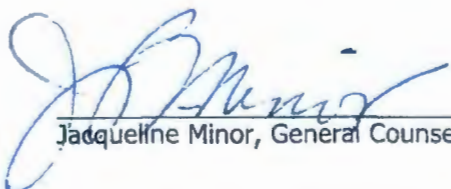
IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.


Antwan Wilson, Superintendent and Board Secretary


Susana Morales Konishi, Consultant

 8-14-14
President, Board of Education
Oakland Unified School District

Approved As to Form


Jacqueline Minor, General Counsel

File ID Number: 14-1659
Introduction Date: 8-13-14
Enactment Number: 14-1501
Enactment Date: 8-13-14
By:

Exhibit A

A Proposal for Community-Based Engagement, Planning,
and Collaboration

Susana Morales Konishi, MA, Lead Community Consultant

susakonishi@gmail.com

510.502.3026

Project Context

The site of the District's former administrative offices presents a unique opportunity for the District, and the community, to build new and better resources for all involved. On this property OUSD wants to create up-to-date administrative buildings and a Dewey campus designed for 21st century learning. OUSD also hopes to attract additional development that will provide ongoing financial support for the District to support programming and services for the student population of the Oakland Unified School District. However, the District's plans have raised concerns among the community. To ensure that the future development of the site meets the needs of all stakeholders in the community and OUSD, the District is committed to a process of community engagement, to begin as soon as possible.

We propose using community-based engagement and planning strategies to ensure collaboration and meaningful community engagement in the decision making process for the site.

Project Goals

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

- Develop clear communication strategies to facilitate easily, clearly, and on an ongoing basis the status and purpose of the project to community stakeholders including neighbors, OUSD administrative staff, students and staff of Dewey High School, concerned organizations (such as Oakland Heritage Alliance, Lancy College, and local environmental organizations), and relevant city council and school board members.
- 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 site evolve.
- Create a narrative/story that will document lessons learned and evaluate the plan of action.

Successfully achieving these goals will require frequent conversation and collaboration between the consultant 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. The ultimate goal of the project will be to develop a community engagement/participatory-planning template, which will serve as the foundation for future community engagement projects in the District.

Overall Project Phases

We expect this project to have four distinct phases, reflecting the three phases of development. The first is the selection of the developer; the second is selecting the developer; the third is the design phase; and the final is actual construction. Each phase requires different types of communication and engagement.

- **Phase 1: Community-based Engagement and Planning:** During this phase we will focus on disseminating information about the project to the community and engaging the community and OUSD in developing a set of guiding principles for the use of the property. We will also build the infrastructure for future communications including a website, fact sheets, talking points, and a mailing list.
- **Phase 2: Selecting the developer.** This may be the biggest decision point in the project: this choice will dictate the use of the land and the future location of OUSD's administrative offices and Dewey High School. With that in mind, it is critical to have significant community input *before* the developer selection is finalized.
- **Phase 3: Design.** This phase will be driven largely by the developer's schedule. During this phase, input will be sought regarding the specific site and building design. OUSD staff, the Dewey community, and neighborhood groups will be engaged to ensure the design meets their needs to the best that the district can accommodate. Regular public updates on the project will continue, using the communications infrastructure developed in Phase 1.
- **Phase 4: Construction.** This phase will require regular progress updates to the community and open channels for community questions and concerns.

The scope of work outlined in this proposal is for **Phase 1** only, as specific plans for the other three phases require a better understanding of the developer's schedule and capacity for community engagement. We are estimating this phase will take us through the end of October 2014. Taking into account the fact that the RFQ timeline will be extended to accommodate true community understanding and participation.

Scope of Work – Phase One

By board policy, OUSD is required to "ensure that community priorities are incorporated in the project where feasible." As public comments at recent board meetings and subsequent online editorials show, the community does not feel that it has been fully informed or engaged up to this point. OUSD has an opportunity to invite those voices to the table to ensure that the 2nd Avenue site is used in a way that meets the needs of all constituents – community and OUSD alike. To that end, the following scope of work includes creating a set of guiding principles that outlines project priorities for all involved (See Appendix A for a list of a few local examples for reference). This document can then help inform the process of weighing the options presented by developers. Success will require a commitment from OUSD to honor the guiding principles moving forward.

We believe a proper process now will save the district time in the long run and provide a solid foundation for future projects. Community engagement for the first phase of the project will include the following required elements set forth in the board's community engagement policy:

- Recruiting for and guiding Project Committee.
- Conducting ongoing outreach efforts including:

Proposal to the Oakland Unified School District

- Creating and updating website (See Appendix B for an example)
 - 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 quarterly community updates per policy guidelines. However, for this first phase we propose short pieces to be produced on a monthly basis to cover August, September, and October 2014.
- Providing regular updates to legal, communications, and facilities departments, as well as the relevant rexo, city council member, and school board member.
 - Designing, publicizing, and leading community engagement meetings.
 - Creating and monitoring a project-related email address.
 - Attending public meetings and meetings with community stakeholders as needed.

In addition, because this is a unique facilities project for OUSD involving a potential change in land use and an unusual developer partnership, which has already generated significant concern within the community, the scope of this project also includes:

- Drafting and distributing talking points for staff and partners in collaboration with OUSD.
- Working in conjunction with the community and OUSD staff to develop a set of mutually agreed upon guiding principles to help inform the choice of developer and development solution.

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

Proposed Community Engagement Schedule – Phase One

The recommended community engagement schedule will require work to start as soon as possible and continue through October.

TIMELINE PROJECT PLANNING

Phase 1: Community-Base Engagement, Participation, and Collaboration

