

## **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](mailto:Jacqueline.minor@ousd.k12.ca.us)

and

[cindee.lajoure@ousd.k12.ca.us](mailto: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.

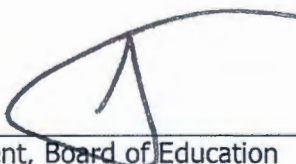
## 9. EXCLUDED PARTIES

**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

  
\_\_\_\_\_  
President, Board of Education  
Oakland Unified School District

8-14-14

Approved As to Form

  
\_\_\_\_\_  
Jacquellne Minor, General Counsel

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

## **Exhibit A**



---

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

Susana Morales Konishi, MA, Lead Community Consultant

[susanakonishi@gmail.com](mailto:susanakonishi@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 21<sup>st</sup> 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, Laney 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 2<sup>nd</sup> 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.

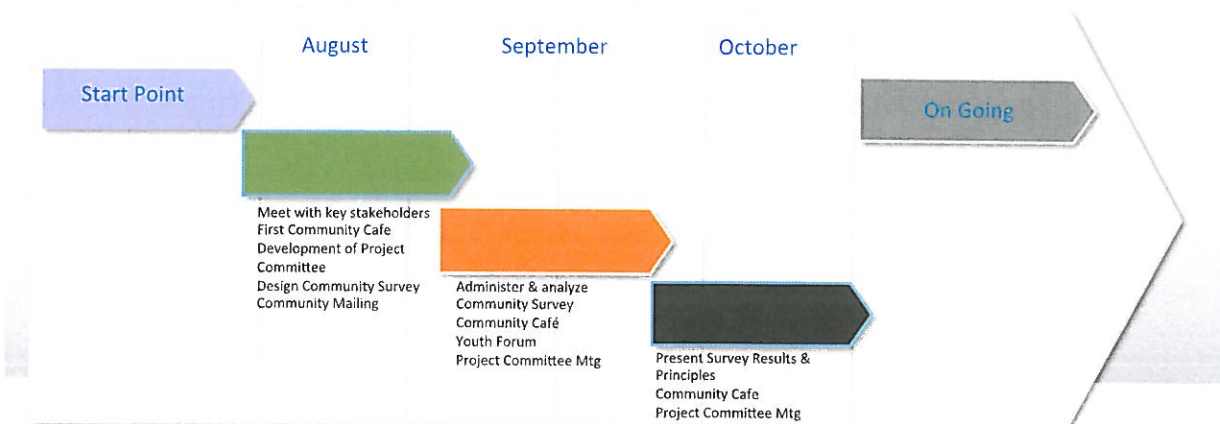
All materials and meetings will be translated as appropriate for the community, with the assistance of OUSD.

### 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



## Proposal to the Oakland Unified School District



**Start Point**  
Website Development  
Develop Message (factsheets  
& Talking Points



**On Going**  
Weekly update to OUSD staff, REXO, and  
school board member  
Plan and hold regular project committee  
meetings  
Ongoing attendance of meetings with  
community stakeholders  
Interview and select developer  
Update website and respond to email  
correspondence  
Maintain 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.

### Proposed Community Engagement Processes in Detail – Phase One

We will use several forms of engagement to ensure every community member and stakeholder has a voice in the process and is engaged meaningfully.

**Key Stakeholder Meetings:** We will meet with the key stakeholders to ensure alignment and share common goals. These meetings are intended to be small and informational. We propose the first one to be as soon as possible and the others should be scheduled on an as-needed basis.

**Community Cafés:** We will use the model of Community Cafés to engage the broader community. Community Cafés, also known as World Cafés, are a form of community engagement and are commonly preferred in complex communities facing complex issues. The Cafés are small group, fairly structured discussions with community members. The manner in which they are facilitated ensures everyone is heard. We will use the first Café as 1) a large platform to inform the community about the process and listen to their concerns, 2) establish a relationship, and 3) as a recruitment method for the Project Committee. We propose to hold three.

**Youth Forum:** We propose holding one youth forum specially designed and hopefully facilitated by a young person. The youth forum will give community youth a voice in the process and allow them to share their concerns in a safe environment. We will also recruit 1-2 participants for the Project Committee.


**Community Survey:** We will create a short community survey to 1) further inquire about community concerns, 2) understand community priorities, and 3) inform the evaluation process of the community engagement process.

**ESTIMATED COSTS – PHASE ONE**

Costs	Rate	Hours	Project total
Lead Consultant time	150.00	200	30,000.00
Facilitators	75.00	30	2,250.00
Printing – flyers, surveys, fact sheets	500.00		500.00
Postage	1,000.00		1,000.00
Website development	1,000.00		1,000.00
Materials translation – provided by District	0.00	0	0.00
Meeting materials and refreshments	500.00		500.00
<b>Total</b>			<b>35,250.00</b>

We estimate approximately between 12-20 hours per week of consultant time between July 28 and October 31, 2014. Additional work required by changes to the scope of the project will be billed at \$150/hour.

**Payment schedule:** The primary consultant, Susana Morales Konishi, will bill for her own work and expenses at the end of each month based on billable hours and expenses (bills will include description of work performed). Payment is due within 30 days.

 ~~Subcontractors for facilitation, translation, and website development will bill the District directly for time and expenses within the approved budget.~~

## Appendix A

Below is an example of talking points developed by another community. This is only an example and the talking points for this project will be highly adapted to the community and the project.

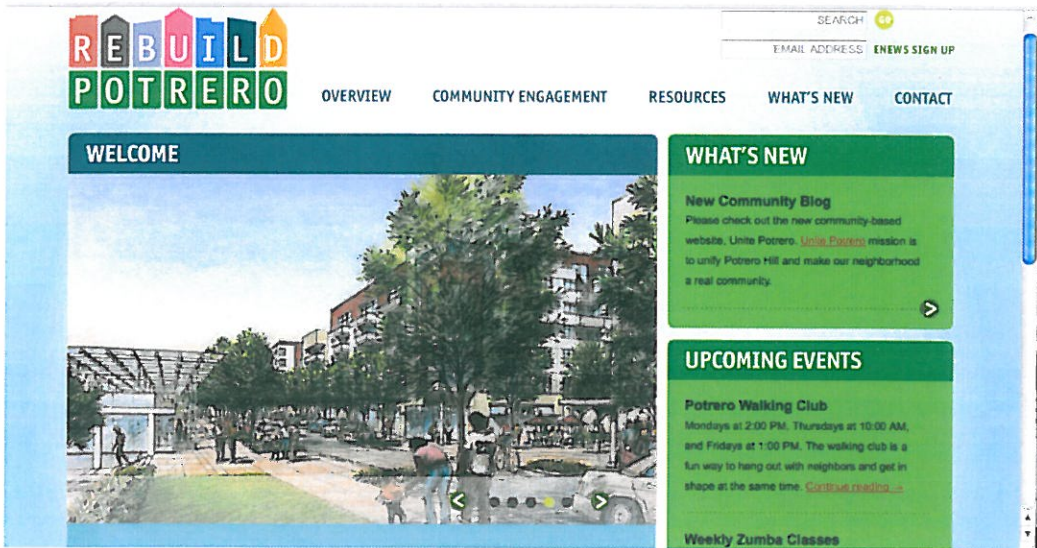
### Draft Community Engagement Talking Points

- Wachovia and its parent, Wells Fargo, are fully committed to finding community-based solutions to the challenges of the Woodland Park Apartments properties, which will go up for auction on Feb. 1.
  
- In anticipation of acquiring the properties, the bank has turned to BRIDGE Housing to lead an open and deep community engagement process. BRIDGE has a track record as one of the state's most well-respected nonprofit affordable housing developers.
  
- The goals of the bank are to:
  1. Have an open and honest dialogue with all stakeholders who are interested in working toward positive solutions.
  2. Find strategies that allow for long-term/permanent affordability.
  3. Create a plan that will stabilize the neighborhood and provide long-lasting benefit to the community.
  4. Preserve value to bank shareholders.
  
- To reach these goals, we are embarking on a four-step process:
  - **Step 1: Listen**  
Gather as much information and input as possible about community concerns, solutions and needs. This will be accomplished through town hall meetings, meetings with residents, and meetings with other key stakeholders, including city and county officials, tenant advocacy groups, and community-based nonprofits.
  
  - **Step 2: Feedback and Confirmation**  
Share with all stakeholders the feedback from Step 1, and form shared goals and priorities from that feedback. This will be done through town hall meetings as well as a website that will provide public access to all information shared and gained.
  
  - **Step 3: Test Alternatives**  
Share strategies that would result in best meeting the consensus goals formed in Step 2. We will seek input on these strategies from all stakeholders.
  
  - **Step 4: Share Plan for Moving Forward**  
Based on input from Steps 1-3, we will create a plan for next steps and share this plan with all stakeholders.
  
- Do you have any questions or comments about the process?
- Then jump into listening mode: what are your concerns, what are potential solutions, describe other needs of the community.



Appendix B

This is an example of a website developed using WordPress for a community engagement process.



## **Exhibit B**

# OAKLAND UNIFIED SCHOOL DISTRICT

## Board Policy

BP 7155

## Facilities

### Community Engagement for Facility Projects

1. For each major facilities project, the Superintendent shall ensure a community engagement process. The community engagement process shall include the elements discussed below.
  - a. For purposes of this policy, a major facilities project is considered one that involves significant structural and/or aesthetic changes to a school site or its campus, such that the District will hire an architect to develop plans for redesign of an existing building and/or construction of a new building(s).
  - b. The purpose of the community engagement process is to ensure that community priorities are incorporated into the project where feasible and the community is informed during the design and construction process.
2. Building Design Planning
  - a. For any major project, the community of the school site or the District facility on which the building(s) will be located will have the opportunity to appoint one person who will serve in an advisory role on the District's panel that interviews finalists. The District shall consider the community member's views when making its recommendation.
  - b. For any new building project, the Facilities Department shall provide information to the school site or the District facility community about other new building projects within the District, and shall facilitate site visits to those projects by a committee from the school site where new construction will occur.
3. Community Involvement
  - a. Project Committee Composition. For each major facilities project, the District shall assist each school community in establishing a Project Committee. Each project committee shall include the following individuals, to the extent feasible:
    - ❖ School Principal or his/her representative
    - ❖ Teacher from the school
    - ❖ Facilities Department representative
    - ❖ Parent-Teacher Association/School Site Council representative or similar
    - ❖ Student representative

# OAKLAND UNIFIED SCHOOL DISTRICT

## Board Policy

BP 7155

## Facilities

### Community Engagement for Facility Projects

- ❖ Parent or guardian at large
- ❖ Neighborhood group representative or similar
- ❖ Representatives of all groups with identifiable vested interests (e.g., preservation societies)

The following individuals shall be notified of the project committee's meetings and progress, and provided an opportunity to participate as feasible:

- ❖ Regional or Network Executive Officer
- ❖ City Councilmember representative
- ❖ Legal Department representative
- ❖ Communications Department Representative
- ❖ Board of Education Director for that district

Each project committee shall receive administrative support from the District, and each committee's deliberations shall include participation by the District Facilities Department, the architecture firm, and the project management firm.

For projects that involve multiple school sites, the project committee shall include each site principal or his/her representative, as well as three individuals who are representative of the categories listed above.

- b. Project Committee Mission. The Project Committee's mission will be to advise the District in developing and implementing a communications plan for the project. A communications plan should be created for each major project at its outset. The communications plan should create opportunities for meaningful public input to the project design and construction process. Individual plans will vary, but should, at a minimum, include:
  - ❖ A publicly available survey on community (school and neighborhood) needs and desires for the site. The survey shall include student voice if the project is a school site project.
  - ❖ At least four well-noticed public meetings during the design and construction process. At least two of these meetings shall be during the design phase, to ensure opportunities for public input.



# OAKLAND UNIFIED SCHOOL DISTRICT

## Board Policy

BP 7155

## Facilities

### Community Engagement for Facility Projects

- ❖ A section of the District website (under Facilities) devoted to the project. Information on the web site shall include, at minimum, the funding source of the project, the estimated costs of the project, and the project timeline.
  - ❖ Canvassing the neighborhood with flyers and door hangers for three square blocks around the campus. These flyers shall include information about the anticipated project, upcoming meetings, and how interested community members can learn more and provide input.
  - ❖ Production of a project fact sheet that shall be available online and at the school site. The fact sheet shall include, at minimum, the funding source of the project, the estimated costs of the project, and the project timeline.
  - ❖ Publication of a quarterly progress newsletter that shall be available online and at the school site. Progress newsletters shall note any changes to the project budget or scope, as well as other updates on the project.
  - ❖ Hanging of a Measure J (or suitable bond measure) banner marking the school as the site of an upcoming reconstruction project.
  - ❖ Project-related email address for questions and complaints.
  - ❖ All materials and meetings shall be translated as appropriate for the school community.
- c. During the construction process, the District shall ensure each school principal has access to a school site liaison if so desired. The school site liaison shall be a representative of the school community who will work with the construction management team and the school community (principal and staff, students, parents) to ensure the construction is coordinated with school activities and community priorities. The school site liaison will attend weekly project meetings with the construction team and coordinate with the principal and other school community members as appropriate.

5/28/14