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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
 From Jacqueline Minor, General Counsel
 Board Meeting Date October 8, 2014
 Subject **Agreement with Heather Imboden**

Action Requested **Ratification by the Board of Education of the Agreement with Heather Imboden.**

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

Discussion The term of this agreement is August 1, 2014 to June 30, 2016 and may be extended for an additional year by written agreement of both parties, the cost is not to exceed \$50,000, and includes community meetings, web design, development of project materials, flyers and fact sheets.

Recommendation Ratification by the Board of Education of the Agreement with Heather Imboden

Fiscal Impact Measure J, not to exceed \$50,000

Attachments

- Agreement

AGREEMENT

Between

Oakland Unified School District

And

Heather Imboden for Professional Services

This Agreement, effective as of **August 1, 2014**, is by and between the Oakland Unified School District ("OUSD" or the "District"), and **Heather Imboden** ("**Consultant**").

1. SCOPE OF SERVICES

Consultant is being retained to develop and support the successful implementation of the community engagement plan for the Glenview Elementary School Construction Project. 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 and Communications for Glenview Elementary Construction Project." The scope of services is consistent with Board Policy 7155, Community Engagement for Facility Projects.

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be August 1, 2014 to June 30, 2016 and may be extended for an additional year by written agreement of both parties.
- 2.2 **Fees.**

The District is allocating \$50,000 for community engagement for the Glenview Project. When \$40,000 has been expended, the Parties shall meet and confer to determine if additional monies are necessary to support the engagement efforts. If the Parties agree that additional community engagement is required, this Agreement shall be amended to increase the amount of funds available for the additional Project engagement activities that are identified.
- 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 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.

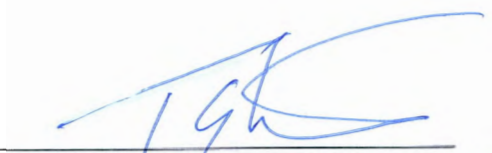
8. EXCLUDED PARTIES

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>

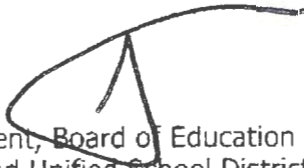
The parties hereto agreed to be bound and this Agreement is effective on the day first mentioned above.



Heather Imboden, Consultant



Timothy White, Deputy Chief, Facilities and Capital Programs



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: 14-1916
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Bv:

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 1: 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.