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| Board Office Use: <b>Legislative File Info.</b> |              |
| File ID Number                                  | 14-2531      |
| Introduction Date                               | 1/14/15      |
| Enactment Number                                | 15-0037      |
| Enactment Date                                  | 1/14/15 O.A. |




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** **Agreement with NIAM Consulting, LLC – Community Engagement for Satellite/Finishing Kitchens**

**Action Requested** **Ratification by the Board of Education of the Agreement with NIAM Consulting, LLC.**

**Background** Board Policy 7155, Community Engagement for Facility Projects, requires community engagement, planning and collaboration for District capital projects. NIAM Consulting, LLC, which included Malo Hutson as principal, is being retained to develop and support the successful implementation of the community engagement plans for the finishing kitchens or satellite kitchens at Kaiser, Laurel, Hillcrest and Piedmont Avenue Elementary Schools.

**Discussion** The term of this agreement is November 15, 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 NIAM Consulting, LLC

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

**Attachments**

- Agreement, including the Scope of Work

## AGREEMENT

Between

Oakland Unified School District

And

NIAM CONSULTING, LLC

This Agreement, effective as of **November 15, 2014**, is by and between the Oakland Unified School District ("OUSD" or the "District"), and **NIAM CONSULTING, LLC** ("**Consultant**").

### 1. SCOPE OF SERVICES

Consultant is being retained to develop and support the successful implementation of the community engagement plan for the finishing kitchen or satellite kitchens at Kaiser, Laurel, Hillcrest and Piedmont Avenue Elementary Schools. The full scope of services is included in **Exhibit A** and is called "A Proposal for Community Based Engagement, and Communications for Rethinking School Lunch – Finishing Kitchens." 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 November 15, 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 \$50,000 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:

[Michael.ezeh@ousd.k12.ca.us](mailto:Michael.ezeh@ousd.k12.ca.us)  
and  
[jacqueline.minor@ousd.k12.ca.us](mailto:jacqueline.minor@ousd.k12.ca.us)

- b. The District will not pay for amounts not reflected on bills or invoices.
- c. For billing purposes only, Consultant will reference the project # for each of the four schools:
- Kaiser Finishing ES Kitchen #13177
  - Laurel ES Finishing Kitchen #13179
  - Hillcrest ES Finishing Kitchens #13175
  - Piedmont ES Finishing Kitchen #13184

## 6. ENTIRE AGREEMENT



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

**7. SEVERABILITY**

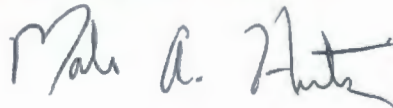
If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

**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>

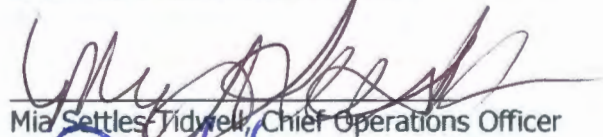
IN WITNESS WHEREOF, the parties hereto agreed to be bound and have executed this Agreement on the day first mentioned above.

**NIAM CONSULTING, LLC**

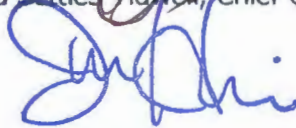


Malo Hutson, Ph.D., MCP

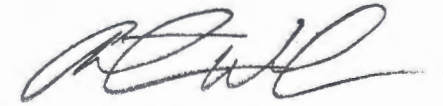
**Oakland Unified School District**



Mia Settles Tidwell, Chief Operations Officer



President, Board of Education  
Oakland Unified School District



Antwan Wilson  
Secretary, Board of Education

Approved As to Form

File ID Number: 14-2531  
Introduction Date: 1/14/15  
Enactment Number: 15-0037  
Enactment Date: 1/14/15  
By: o/s

  
Jacqueline Minor, General Counsel

Proposal for Community Engagement and Communications  
for  
Rethinking School Lunch—Finishing Kitchens

Malo Hutson, Ph.D., MCP, Lead Consultant

[malo@niamconsulting.com](mailto:malo@niamconsulting.com)

510.219.2440



## Project Context

The Oakland Unified School District (“OUSD”) has implemented Rethinking School Lunch Oakland, a district-wide initiative integrating school food and education innovations. This program includes a new district-wide school food system network that connects nutrition, education, and community programs through use of a Central Kitchen, Urban Farm and Education Center (the “Central Kitchen” or “Center”) and several satellite kitchens, school-community kitchens, school gardens, and produce market stands. One critical component of this project includes the building of four satellite kitchens, specifically Finishing Kitchens located at Henry J. Kaiser, Jr. Elementary School, Laurel Elementary School, Hillcrest Elementary School and Piedmont Avenue Elementary School. This project is a high priority for OUSD. The project has secured funding, is in the design stage, but construction is not scheduled to commence until June 2016. The four individual sites that will be renovated for this project do not currently have functioning kitchens that allow for preparation of fresh food or a salad bar.

OUSD has not yet engaged the community beyond initial outreach to the principals at each site. OUSD has committed to a process of community engagement and requires an immediate and upfront community engagement process to keep this project moving on the scheduled timeline while addressing the concerns of all stakeholders. Niam Consulting, LLC (“Consultants” or “the team” or “our team”) proposes using community engagement strategies that are specifically tailored to this work with food and nutrition.



## Overall Project Goals

In keeping with OUSD's newly established policy on community engagement for facilities projects, and OUSD's broader Student, Family, and Community Engagement goals, our team will work closely with OUSD to:

- Identify areas within each Finishing Kitchen project still amenable to collaboration with key community stakeholders (including school faculty, students and families);
- Communicate clearly, and on an ongoing basis, the status and purpose of each site's Finishing Kitchen, its connection to the broader Rethinking School Lunch Program and the Center, and the program benefits to key community stakeholders including students and parents;
- Gather community input and communicate that input back to OUSD staff and each project site's development team to ensure that local concerns and desires are taken into account; and
- Use web and social media strategically to keep the broader and school-site community informed, gather community input, and to capture and document the development of the Finishing Kitchens.

Successfully achieving these goals will require regular and frequent conversation and collaboration between the Team and OUSD to ensure that proposed strategies meet OUSD's needs, and that related materials are accurate and approved in a timely manner.

**Achieving these goals will also require OUSD's willingness to incorporate community concerns and ideas into their decisions and planning.**

## Overall Project Phases and Tools

To achieve the above goals, we propose an engagement over several phases. The first phase will begin immediately, continue through February 13, 2015, and involve initial communications and outreach to the Principals and Parent-Teacher Association at each site, assistance with the development of a project committee for each site, and the launch of additional pages on the website we have already created for the Center. The subsequent phases will coincide with the agency review period (a period also used for transition and construction planning), and construction components of this project, which each require different types of communication.

- **Phase 1: Design Phase and Initial Outreach.** In this phase we will immediately engage in community outreach through smaller meetings with the Principals and Parent-Teacher Association members at each school to assess concerns. Our team will also begin using “Meet and Eat” events and web technology to both communicate critical information to the broader school community and capture community input. This phase will involve the team working closely with OUSD and will continue through February 13, 2015.
- **Phase 2: Agency Reviews and Construction/Transition Planning.** This phase will require communications updating the community on state agency review and approval. This phase will also involve preparing neighbors for construction and changing traffic patterns as needed. This phase will continue the community engagement processes begun in Phase 1. The duration of the phase depends on how quickly agency review progresses.
- **Phase 3: Construction and Program Implementation.** This phase will commence with construction and will require regular progress updates to the school community and neighboring community as needed, and open channels for community questions and concerns regarding the details of the project’s construction. This phase will last as long as the construction timeline, which is currently set for six months beginning in June 2016.

**The specific scope of work outlined in this proposal is for Phase 1 only, estimated to run from November 24, 2014 through February 13, 2015.** The tasks outlined below will not, standing alone, achieve the Overall Project Goals. Our team will provide specific scopes of work for each of the subsequent phases after analysis of input from community engagement activities. The timing of the subsequent phases is also contingent on the progress of each of the projects.

We anticipate that over the course of the entire project, our team will routinely meet with OUSD to relate community feedback and collect additional information to relate back to the community. The frequency and length of these meetings will depend on the pace of each of the Finishing Kitchen’s development and the feedback the community provides.

Consultants also intend to use the following community engagement tools throughout the course of the project:

- Meet with the Principals and Parent-Teacher Associations at each school site, and additional parents and school staff where necessary and appropriate, and facilitate the development of a project committee for each site.

- Convene regular broader school-wide “Meet and Eat” functions centered on healthy meals to give parents and students an opportunity to experience the food the Rethinking School Lunch Oakland program will provide to children—healthy, locally grown, vegetable rich meals. The Team will coordinate with Nutritional Services to provide the food at these meetings.
- Engage in door-to-door outreach for residents in the neighborhood surrounding the site as needed
- Train and develop Youth Ambassadors from OUSD to engage in door-to-door outreach
- Develop and circulate outreach materials to gather feedback from parents and students

### **Scope of Work – Phase 1 Initial Outreach and Announcement of Relocation**

By Board policy, OUSD is required to "ensure that community priorities are incorporated in the project where feasible." As OUSD has selected the location sites for the first four Finishing Kitchens, OUSD anticipates that community members will likely have questions about why these four schools were selected for Finishing Kitchens, what constitutes a Finishing Kitchen, and what benefits will the Finishing Kitchen provide to each school site. We anticipate that OUSD will have to answer, among others, the following questions:

- Why didn't OUSD engage the broader community prior to selecting the school sites and beginning the design phase?
- What benefits will the renovation and creation of Finishing Kitchens at each site provide?
- Will the renovations be disruptive?
- Will there be any environmental hazards associated with each project?
- What type of food will the Finishing Kitchen produce?
- What will be the truck traffic and traffic pattern from Central Kitchen to Finishing Kitchens?

OUSD's ability to address community concerns and incorporate community input through effective and direct community engagement may prevent conflict from those who disagree with the OUSD's current plans, help community members understand the role of the



Finishing Kitchens in the Rethinking School Lunch Oakland program, and the relationship between the Finishing Kitchens and the Central Kitchen, and build community strength and pride in this program.

During community engagement for this initial outreach phase, we will:

- Continue to regularly meet with key OUSD staff
  - Work with OUSD staff on preparation for meetings with internal and external stakeholders and provide coaching and talking points for engagement as needed.
- Conduct ongoing outreach efforts
  - Draft content for website pages assigned to each school site, and determine whether social media is an additional platform worth using for the Finishing Kitchens outreach efforts
  - Draft and distribute fact sheets and flyers at meetings
  - Develop outreach materials for the purpose of collecting community input
  - Produce and distribute community updates for each site quarterly
  - Convene smaller meetings with Principals, faculty, and Parent-Teacher Association members at each site (to begin immediately)
  - Convene one “Meet and Eat” event at each school site (to begin in January)
  - Plan for additional “Meet and Eat” events (to begin in subsequent phases)
- Provide regular updates to all internal parties involved, summarizing community input, including legal and facilities departments, as well as the relevant city council members, school board members and members of the Center for Ecoliteracy
  - Updates will include written analysis to OUSD on December 15, January 15 and February 13, 2015.
- Create and monitor a project-related email address list-serve and social media posts
- Attend meetings with community stakeholders when possible
- Create web pages for each Finishing Kitchen school site to add to the Central Kitchen, Urban Farm, and Education Center website that has already been set up ([ousdcentralkitchen.org](http://ousdcentralkitchen.org)), which explains in plain language the overview of each Finishing Kitchen project, answers FAQs, and provides updates on the process at each school site. The Central Kitchen website already includes information about the construction, programming,, the Rethinking School Lunch Oakland program generally.

OUSD will provide translation services for all materials and meetings.

## Proposed Community Engagement Process and Schedule – Phase 1

|               |   |
|---------------|---|
| November 2014 | <ul style="list-style-type: none"> <li>Continue to meet with OUSD staff as needed to prepare for outreach and share talking points</li> <li>Continue analysis of OUSD documents and status of development in preparation for community engagement and subsequent project phases</li> <li>Schedule meetings with Principals and Parent-Teacher Association members at each school site</li> <li>Create content for website</li> <li>Facilitate development of Project Committees at each site</li> </ul> |
| December 2014 | <ul style="list-style-type: none"> <li>Continue as above, and</li> <li>Meet with Principals and Parent-Teacher Association members at each school site (if not completed before December)</li> <li>Plan for “Meet and Eat” events (to begin in January 2015)</li> <li>Finalize outreach materials</li> <li>Design outreach materials to capture community opinions and ideas</li> <li>Website pages for Finishing Kitchen projects go live</li> </ul>   |
| January 2015  | <ul style="list-style-type: none"> <li>Continue as above, and</li> <li>Begin convening 1 “Meet and Eat” event at each site (total of 4 events through February 13, 2015)</li> </ul>   |
| February 2015 | <ul style="list-style-type: none"> <li>Continue as above, and</li> <li>Develop and submit proposed scope of work for period of late-February 2015 through August 2015</li> <li>Internal and External Team meetings and meeting preparation</li> <li>Internal project management</li> <li>Data collection and analysis of input sent via e-mail, telephone calls and face-to-face meetings</li> </ul>  |
| Ongoing       | <ul style="list-style-type: none"> <li>Draft 3 status reports summarizing community feedback: December 15, January 15 and February 13</li> <li>Advise and coach OUSD staff as needed</li> <li>Continue website updates</li> <li>Maintenance of contacts database</li> <li>Respond to e-mail and telephone calls from OUSD staff and community members</li> </ul>  |

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. Although we cannot provide OUSD with a complete list of tasks or a final timeline for completing tasks for Phases 2 and 3, we anticipate that Phase 2 will continue the community engagement work undertaken in Phase 1.



### Estimated Costs – Phase 1

The scope of the work in Phase 1 will require an estimated average of 25 hours per week of Consultant time between November 24, 2014 and February 13, 2015, with the exception of holiday weeks, because of the intensity of the initial engagement at four different school sites and because some challenges have already arisen around the Finishing Kitchens (at least at one school site). The team will bill OUSD for hours worked only and actual expenses for materials (printing) and child care costs. Additional work required by the scope of the project will be billed at \$150/hour for Consultant time and \$50 an hour for Event Coordinator time. This estimate assumes that OUSD will provide any translation of materials and translation services at community events.

| Costs   | Rate     | Hours | Item Total    |
|---|----------|-------|---------------|
| Consultant Time   | 150.00   | 245   | 36,750.00     |
| Event Coordinator Time  | 65.00    | 45    | 2,925.00      |
| Printing – flyers, fact sheets  | 600.00   | –     | 600.00        |
| Website upgrade and development of an additional page for each school site          | 4,000.00 | –     | 4,000.00      |
| Meeting materials and childcare (4 childcare providers for 4 Meet and Eat meetings) | 1,680.00 | –     | 1,680.00      |
| <b>Total</b>  |          |       | <b>45,955</b> |

**Payment schedule:** Consultant time and expenses will be billed consistent with the Facilities Accounts Payable Processing Calendar. Payment is due within 31 days.