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File ID Number	18-0674
Introduction Date	3/28/18
Enactment Number	
Enactment Date	



Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Marion McWilliams, General Counsel

Board Meeting Date March 28, 2018

Subject **Agreement – True North Research, Inc.**

Action Requested Consideration of whether to approve an Agreement Between Oakland Unified School District and True North Research, Inc., Encinitas, CA, a public opinion and market research firm. The firm will provide voter opinion research, feasibility assessment and bond measure consulting services related to a potential Bond Measure for the November 2018 ballot. The Agreement is for the period of 4/1/2018 – 12/31/2018, in an amount not to exceed \$26,875.00.

Background and Discussion At the February 14, 2018 meeting of the Board, the Board approved a directive to the Superintendent of Schools and to the General Counsel to take preliminary steps necessary to place a General Obligation Bond on the November 2018 ballot. Following that meeting, the General Counsel solicited three firms to submit proposals relating to a bond poll. This proposed contract reflects the least expensive and perceived highest value proposal.

Additionally, some questions were raised relating to the funding source for a poll in the 2017-18 budget and the anticipated cost of placing a bond on the November 2018 ballot. This potential polling contract was not in the 2017-18 but, if approved by the Board, would be funded from the General Fund through the mid-year budget adjustments and would be reflected in the April budget updates. The anticipated costs relating to a November 2018 Bond Measure are approximately \$1,000,000, which would be included in the 2018-2019 Budget.

Recommendation Consideration of whether to approve of Agreement Between Oakland Unified School District and True North Research, Inc., a public opinion and market research firm. The firm will provide voter opinion research, feasibility assessment and bond measure consulting services related to a potential Bond Measure for the November 2018 ballot. The Agreement is for the period of 4/1/2018 – 12/31/2018, in an amount not to exceed \$26,875.00.

Fiscal Impact Funding resource name: General Purpose

Attachments Agreement

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AGREEMENT
Between
OAKLAND UNIFIED SCHOOL DISTRICT and
TRUE NORTH RESEARCH, INC.

1. INTENT

The Oakland Unified School District (hereinafter “the District” or “OUSD”) hereby enters into a professional services agreement with TRUE NORTH RESEARCH, INC. (hereinafter "TRUE NORTH") of Encinitas, California, a public opinion and market research firm, to provide voter opinion research, assessment and feasibility assessment and bond measure consulting services related to a Bond Measure for the November 2018 ballot. The scope of work is further delineated in Attachment A.

2. TERMS AND CONDITIONS

2.1 **Term of Agreement.** The term of this agreement shall be April 1, 2018 to December 31, 2018 and may be extended by written agreement of both parties.

2.2 **Fees.** TRUE NORTH’s fee for its services shall not exceed \$26,375.00 for the voter survey.

Subject to Section 6 below, TRUE NORTH shall be reimbursed separately for parking; telephone toll charges; express mail, messenger or delivery service for the term of this Agreement, provided that these cumulative out-of-pocket costs do not exceed \$500.00.

2.3 **Simultaneous Services by TRUE NORTH to Other Clients.** OUSD acknowledges its understanding that TRUE NORTH is engaged in bond/parcel tax feasibility, political, government affairs, and community relations consulting, and during the performance of this Agreement TRUE NORTH may be actively involved in furnishing services similar to those provided by this contract for other clients. TRUE NORTH shall not be limited in any way in performing services for other clients that do not prevent it from discharging its obligations under this Agreement.

2.4 **Due Diligence and Lack of Warranty.** TRUE NORTH shall exercise due diligence and its best efforts in performing the services required by this Agreement. TRUE NORTH makes no warranty, express or implied, as to the results of the services provided.

2.5 **Notice of Termination.** OUSD may at any time terminate this Agreement upon not less thirty (30) days written notice to TRUE NORTH. OUSD shall compensate TRUE NORTH for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this agreement for cause should TRUE NORTH fail to perform any part of this Agreement. In the

event of termination for cause, OUSD may secure the required services from another TRUE NORTH. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, TRUE NORTH shall pay the additional cost. OUSD's right to terminate this Agreement is not its exclusive remedy but is in addition to all other remedies available to the OUSD by law, in equity, or under the provisions of this Agreement. Upon any termination of this Agreement, TRUE NORTH shall immediately provide OUSD with complete and accurate copies or originals - where appropriate - of all documents in its possession belonging to OUSD. TRUE NORTH further agrees to do all other things reasonably necessary to cause an orderly transition of services without detriment to the rights of OUSD.

- 2.6 **Choice of Laws.** This Agreement is governed by the laws of the State of California.
- 2.7 **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 2.8 **Conflict of Interest.** TRUE NORTH shall not hire any officer or employee of OUSD to perform any service under this Agreement. TRUE NORTH affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between TRUE NORTH'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.
- 2.9 **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.
- 2.10 **Anti-Discrimination.** Consistent with the policy of OUSD in connection with all work performed under this AGREEMENT, TRUE NORTH 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. TRUE NORTH 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. In addition, TRUE NORTH agrees to require like compliance by all of its subcontractor(s).
- 2.11 **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. TRUE NORTH, is an independent contractor or business entity, and will be responsible for operations and management of its employees to sufficiently carry out the agreed upon Scope of Work. TRUE NORTH understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are 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. TRUE NORTH 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 with respect to TRUE NORTH's employees. In the performance of the work herein contemplated, TRUE NORTH 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 TRUE NORTH 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 TRUE NORTH, 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 TRUE NORTH or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the OUSD. TRUE NORTH may retain a copy of all materials produced under this Agreement for its use in its business activities.
- 3.4 **Copyright/Trademark/Patent/Ownership.** TRUE NORTH 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.** TRUE NORTH and all of TRUE NORTH's agents, personnel, employee(s), and/or subcontractor(s) 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

TRUE NORTH 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 TRUE NORTH or loss of or damage to property, arising directly or indirectly from TRUE NORTH'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 TRUE NORTH, 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.

In addition to TRUE NORTH's obligation to indemnify the District, TRUE NORTH specifically acknowledges and agrees that TRUE NORTH has an immediate and independent obligation to defend the District from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to TRUE NORTH by the District and continues at all times thereafter.

5. INSURANCE

Without in any way limiting TRUE NORTH's liability pursuant to the "Indemnification" section of this Agreement, throughout the term of the AGREEMENT, TRUE NORTH shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than A-, VIII or higher in Best Insurance Rating Guide, the following policies of insurance:

Workers' Compensation, in statutory amounts, with Employer's Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness; and

Comprehensive General Liability Insurance with limits not less than one million dollars (\$1,000,000) for each occurrence, combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations coverages.

All liability policies that this Section requires TRUE NORTH to maintain shall provide for the following: (i) name as additional insureds the District, the School Board, the State Trustee, its officers, agents and employees; and (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement and that insurance applies separately to each insured against whom claim is made or suit is brought.

The above policies of insurance shall be written on forms acceptable to the Risk Manager of the OUSD. Prior to final approval of this Agreement, TRUE NORTH shall deliver to the District a certificate of insurance for each required policy with insurers and additional insured policy endorsements for the comprehensive general liability insurance and comprehensive automobile liability insurance. Each policy and certificate shall provide that no cancellation,

major change in coverage or expiration shall become effective or occur until at least thirty (30) days after receipt of written notice by the District.

If at any time said policies of insurance lapse or become canceled, this agreement shall become void. The acceptance by OUSD of the above-required insurance does not serve to limit the liability or responsibility of the insurer or TRUE NORTH to OUSD.

6. BILLING

- a. Bills for TRUE NORTH fees and expenses must be submitted monthly and within 30 days of the end of the billing period unless otherwise agreed. Bills or invoices should be addressed to:

Marion McWilliams, General Counsel
Oakland Unified School District
1000 Broadway, Room 680
Oakland, CA 94607

Invoices may be emailed to Marion.McWilliams@ousd.org and Cindee.LaJoure@ousd.org.

- b. The District will not pay for amounts not reflected on bills or invoices.
- c. The District will pay only the actual costs for reasonable expenses without any premiums or markups.
- d. The District shall reimburse TRUE NORTH for necessary photocopying and other expenses at cost, subject to the following limitation: Copying expense - 10¢ per page; Facsimile expense - 50¢ per page.

The District retains the right to audit all bills or files that are or have been the subject matter of any billing in the past. Such an audit will require TRUE NORTH to produce any and all documentation that would support the billing submitted by TRUE NORTH. TRUE NORTH will produce any individual who has submitted billing on behalf of the firm, as well as any firm personnel who would have knowledge or information regarding any billing, and the firm shall produce such persons to answer any and all questions regarding the billings. TRUE NORTH acknowledges that the District may utilize its own personnel, an outside auditing service, or such other company or service to perform such audits.

7. WAIVER

Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

8. MODIFICATION OF AGREEMENT

The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of the TRUE NORTH's compensation, shall only be effective upon proper Board approval and execution of a duly authorized written amendment to this Agreement.

9. COMPLIANCE WITH LAWS

TRUE NORTH shall keep itself fully informed of the applicable state and federal law affecting the performance of this Agreement, and shall at all times comply with such laws as they may be amended from time to time.

10. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

11. ENTIRE AGREEMENT

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

12. 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.

13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals 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/>).

(Signatures on next page)

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

TRUE NORTH RESEARCHERS, INC.

OAKLAND UNIFIED SCHOOL DISTRICT

Aimee Eng
President, Board of Education

Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Approve as to Form and Content:

Marion McWilliams, General Counsel

ATTACHMENT A

BOND MEASURE FEASIBILITY SURVEY
PROPOSAL FOR RESEARCH & CONSULTING

PREPARED FOR THE
OAKLAND UNIFIED SCHOOL DISTRICT



FEBRUARY 23, 2018



1592 N. COAST HIGHWAY 101
ENCINITAS CA 92024
760.632.9900 WWW.TN-RESEARCH.COM



TABLE OF CONTENTS

Table of Contents	i
Cover Letter	1
Challenges	1
What Sets True North Apart?	1
Highest Success Rate in California for Revenue Measures	1
Learning What Works in a Post-AB 195 Environment	2
How We Manage Your Study	2
Value-Added Services	2
Experience & Qualifications	3
Personal vs. Firm-Level Experience	3
Revenue Measure Survey Experience	4
Project Team	6
Resumes	7
Scope of Services & Methodology	9
Time Line	10
References	11
Santa Clara USD	11
Piedmont USD	11
Lafayette School District	11
Elk Grove USD	11
Santa Cruz City School District	11
Torrance USD	11
Riverside USD	11
Proposed Fees & Expenses	12



COVER LETTER

True North Research (True North) is pleased to present this proposal to provide voter opinion research and bond measure consulting services to the Oakland Unified School District (District). Based on our recent discussions with the District as well as our experience conducting hundreds of similar studies for school districts throughout California, True North understands that the District is interested in using the survey to produce an *unbiased, statistically reliable* evaluation of voters' interest in supporting a local bond measure to modernize, construct, and equip classrooms and school facilities, as well as identify how to structure a measure so that it is consistent with the electorate's priorities and sensitivities. In short, the goal is to assess the feasibility of placing a bond measure on a future ballot and—if feasible—determine how best to package a measure for success.

Assuming the survey results are promising and the District chooses to move forward with a measure, True North is also prepared to assist the District and the District's consultant team with preparing the bond measure, as well as developing and implementing a successful public education campaign.

CHALLENGES To successfully meet the challenges of the proposed voter survey, the District will need a consultant that has a diverse set of skills and experience. First and foremost, the consultant should possess a highly sophisticated understanding of survey research methodology to ensure that the resulting data are valid and reliable measures of voters' opinions, and that the results are representative of the individuals who may ultimately decide the fate of the revenue measure. This expertise should extend to all aspects of conducting surveys, including sampling design, questionnaire design, data collection, data processing, weighting, statistical analysis, and presentation. In addition to statistical know-how, this study further requires a consultant that has ample experience working with school districts translating positive survey results into clear bond proposals, effective public information campaigns, and successful revenue measures. And, of course, the consultant must have the *availability* and a *commitment* to work closely with the District throughout the pre-electoral cycle.

WHAT SETS TRUE NORTH APART? The True North team has the expertise, experience, resources, and dedication needed to successfully overcome the challenges of the proposed study. Although we provide more details in the body of this proposal, we thought it would be helpful to highlight at the outset what distinguishes True North from other research firms.

Highest Success Rate in California for Revenue Measures Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research and sound, strategic advice. One testimony to the accuracy of our research and the reliability of our strategic advice is that we have the highest *verifiable* success rate in the State of California for revenue measures since the start of the recession in 2008 (94%), and a 100% success rate in 2016 (45 wins/45 measures on the ballot in 2016). To date, we have helped raise over \$29 billion in voter-approved bonds and taxes, including nearly \$5 billion in bond measures for school districts in 2016 alone. We will use our experience and insights throughout the project to identify challenges, develop effective strategies, and position the District's measure for success.

Learning What Works in a Post-AB 195 Environment Assembly Bill 195 (AB 195) requires that in addition to stating the bond amount, Prop. 39 bonds now must also state the tax rate, the amount to be raised annually, *and* the duration of the tax in the 75 word ballot statement. Over the past several months we have been conducting a series of survey experiments to identify how the new **AB 195** ballot language requirements are impacting voters' support for Prop. 39 bond measures, focusing in particular on their sensitivity to different ballot language and content. Based on over 6,000 voter interviews in California communities, our research shows that the specific language and words chosen, the units selected, and the order the information is presented can have a significant impact on voter support for a measure. This advance research allows us to provide *data-driven* advice to our clients on the optimal way of addressing the elements required by AB 195 for their bond measures.

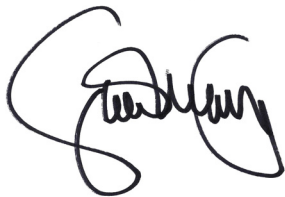
How We Manage Your Study Most research firms rely heavily on delegation to manage their work flow. Although they may send the Principals to the interview, the unfortunate reality is that once they 'win' a project the actual research tasks—design, data processing, data analysis, report writing, presentation building—are promptly delegated to junior-level staff.

At True North, we follow a very different model for managing your project. We believe the best approach to conducting your study is to have the person in our organization with the *most* expertise and experience roll-up his sleeves and actually do the work. At True North, who you see is who you get. True North's President (Dr. McLarney) will personally perform more than 80% of the research tasks for the proposed survey.

Value-Added Services We go the extra mile for our clients by providing value-added research, project management, and modeling services that other firms do not. In addition to the standard deliverables (survey report & crosstabulations), we provide additional services including advanced statistical modeling (regression analysis) and targeting analysis. These value-added services will ensure that the District receives the most *accurate* and *insightful* research, and are very helpful in developing effective strategies for building and sustaining community support for a measure.

True North is excited to partner with the Oakland Unified School District on this important study! We think that you will find our qualifications, our attention to client service, and our interest in your study to be exceptional. Should you have any questions about this proposal, please do not hesitate to contact me at mclarney@tn-research.com or by phone at 760.632.9900. I will serve as the District's point of contact and Project Manager throughout the entire project.

Sincerely,



Timothy McLarney, Ph.D., President
True North Research (S-Corporation)
1592 N. Coast Highway 101, Encinitas CA 92024
p: 760.632.9900
mclarney@tn-research.com



EXPERIENCE & QUALIFICATIONS

True North is a full-service research firm that is dedicated to providing school districts and other public agencies with a clear understanding of the opinions, perceptions, priorities and concerns of their residents and voters. Through designing and implementing scientific surveys, focus groups and one-on-one interviews, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas—such as planning, policy evaluation, passing revenue measures, and developing effective public information campaigns. To date, the Principals at True North have designed and conducted over 1,000 research studies for public agencies, more than 350 of which were bond or tax measure feasibility studies.

True North Research was co-founded in 2002 as a two-person consulting firm by Dr. McLarney and Mr. Sarles and is an S-Corporation in good standing with the State of California. Although we have had many opportunities to expand our business during the past 16 years, we have chosen to maintain True North as a two-person firm. Dr. McLarney and Mr. Sarles still manage every research task for every True North project. We are an extremely efficient, well-oiled, collaborative team of two—and we have chosen to keep it that way so that our clients continue to receive exceptionally high quality customer service and research insights. Dr. McLarney and Mr. Sarles are committed to working with the Oakland Unified School District for the duration of this project—there will be no staff substitutions or turnover.

True North provides all services related to a survey project (background research, questionnaire design, sampling, data collection, data processing, weighting, descriptive analysis, advanced statistical analysis, reporting, and presentation), as well as strategic advice on how to translate the survey results into a successful measure. In this role, we will work collaboratively with the District as well as the District’s financial advisor, bond counsel, and political/communications consultant.

PERSONAL VS. FIRM-LEVEL EXPERIENCE Before discussing our experience in more detail, we feel it is important to note the difference between *personal* experience and *firm-level* experience. It is very common for research firms to provide a long list of projects in their proposals in an effort to demonstrate that they are both well-qualified and highly experienced in conducting surveys of this type. The reality, however, is that this firm-level experience is often a game of smoke-and-mirrors. What they *don’t* tell you is that their list of projects was managed by dozens of different project managers over many years, most of whom no longer work for the firm and only one of whom will be assigned to your project (along with lower-level support staff).



The bottom line is that it doesn’t matter how many projects or clients a firm has worked with over the years. Nor does the experience of the Principals or others at the firm matter if they aren’t going to be the ones rolling-up their sleeves to work on your study. What matters is the experience, education, and expertise of the specific individuals who will be working directly on your project and handling each of the key research tasks.



For this reason, we take a different approach. The experience discussed throughout this proposal—and the research projects referenced on the following pages—are the *personal* experience of the individuals who will be working on all aspects of the District’s study: Dr. McLarney

and Mr. Sarles. We encourage the District to take this difference into account when reviewing firms and proposals.

REVENUE MEASURE SURVEY EXPERIENCE Over the past 16 years, True North has designed and conducted over 350 revenue measure feasibility studies for public agencies that captured the pieces of information needed for estimating the feasibility of a measure and—if feasible—identifying how best to package the measure for success. To date, our research has helped raise over \$29 billion in voter-approved bond and tax measures. Our experience includes conducting independent expenditure (campaign) related polling for Oakland Unified School District’s successful November 2012 bond measure (Measure J).

Table 1 on the next page lists all of the educational bonds that True North has recommended go to ballot since 2008 based on our research, as well as the outcome of each measure. Unlike other firms that tend to list *only* their successes and avoid presenting what can be a fairly long list of failures, we are showing ALL of the measures we’ve recommended go to ballot.

True North has maintained a 94% success rate for all school bond measures since 2008, a 97% success rate for bonds since January 2014, and a 100% success rate in 2016. In each time frame, we’ve maintained the highest *verifiable* success rate in the State. Our success rate is a good indicator that we are skilled at identifying the conditions required for moving forward and providing our clients with customized strategies to achieve success. Equally important, it also indicates that we are exceptionally good at recognizing when the conditions *aren’t* right, and helping our clients regroup and adjust their proposals and strategies prior to placing a bond on the ballot.

TABLE 1 EDUCATION BOND MEASURES SINCE 2008 AND OUTCOMES

District	Measure	Election Date	Amount (in millions)		Outcome
			for bonds	% Voted Yes	
S. Pasadena USD	Bond	November 2016	\$98	75%	Pass
East Whittier City SD - R	Bond	November 2016	\$70	73%	Pass
East Whittier City SD - Z	Bond	November 2016	\$24	72%	Pass
Manhattan Beach USD-C	Bond	November 2016	\$114	70%	Pass
Manhattan Beach USD-EE	Bond	November 2016	\$39	67%	Pass
West Covina USD	Bond	November 2016	\$143	74%	Pass
Walnut Valley USD	Bond	November 2016	\$153	64%	Pass
Grossmont UHSD	Bond	November 2016	\$128	58%	Pass
Solana Beach SD	Bond	November 2016	\$105	66%	Pass
Fallbrook UHSD	Bond	November 2016	\$45	62%	Pass
MiraCosta CCD	Bond	November 2016	\$455	62%	Pass
Orange USD	Bond	November 2016	\$288	61%	Pass
Ocean View SD	Bond	November 2016	\$169	58%	Pass
Garden Grove USD	Bond	November 2016	\$311	75%	Pass
Fountain Valley SD	Bond	November 2016	\$63	63%	Pass
Centralia	Bond	November 2016	\$29	70%	Pass
Anaheim SD	Bond	November 2016	\$318	74%	Pass
Menifee USD	Bond	November 2016	\$135	60%	Pass
San Jacinto USD	Bond	November 2016	\$45	70%	Pass
Lake Elsinore USD	Bond	November 2016	\$105	65%	Pass
Riverside USD	Bond	November 2016	\$392	69%	Pass
Desert CCD	Bond	November 2016	\$578	71%	Pass
Oak Park USD	Bond	November 2016	\$60	62%	Pass
Lucia Mar USD	Bond	November 2016	\$170	64%	Pass
Standard SD	Bond	November 2016	\$33	66%	Pass
Greenfield USD	Bond	November 2016	\$19	79%	Pass
Fruitvale SD	Bond	November 2016	\$23	64%	Pass
Kerman USD	Bond	November 2016	\$27	76%	Pass
Fowler USD	Bond	November 2016	\$42	78%	Pass
Elk Grove USD	Bond	November 2016	\$476	68%	Pass
Santa Cruz City HSD	Bond	November 2016	\$140	75%	Pass
Santa Cruz City ESD Bond	Bond	November 2016	\$68	78%	Pass
Piedmont USD	Bond	November 2016	\$66	74%	Pass
San Leandro USD	Bond	November 2016	\$104	74%	Pass
Alta Loma SD	Bond	November 2016	\$58	55%	Pass
Liberty Union HSD	Bond	November 2016	\$122	59%	Pass
Lafayette SD	Bond	June 2016	\$70 mil	74%	Pass
Irvine USD	Bond	June 2016	\$319 mil	60%	Pass
Beardsley SD	Bond	June 2016	\$12 mil	61%	Pass
Fairfax SD	Bond	June 2016	\$19 mil	66%	Pass
Mother Lode SD	Bond	June 2016	\$7.5 mil	58%	Pass
Arvin SD	Bond	November 2014	\$15 mil	79%	Pass
Orange USD	Bond	November 2014	\$296 mil	54%	Fail
Torrance USD	Bond	November 2014	\$144 mil	67%	Pass
Torrance USD	Bond	November 2014	\$50 mil	62%	Pass
Escondido SD	Bond	November 2014	\$182 mil	57%	Pass
Fullerton JUHSD	Bond	November 2014	\$175 mil	59%	Pass
Desert Sands USD	Bond	November 2014	\$225 mil	70%	Pass
Corona-Norco USD	Bond	November 2014	\$396 mil	57%	Pass
Murrieta Valley USD	Bond	November 2014	\$98 mil	58%	Pass
Moreno Valley USD	Bond	November 2014	\$398 mil	64%	Pass
Santa Maria-Bonita SD	Bond	November 2014	\$45 mil	62%	Pass
Santa Clara USD	Bond	November 2014	\$419 mil	69%	Pass
Salinas UHSD	Bond	November 2014	\$128 mil	60%	Pass
Saugus SD	Bond	November 2014	\$148 mil	58%	Pass
Buena Park USD	Bond	June 2014	\$71 mil	69%	Pass
Coronada USD	Bond	June 2014	\$29 mil	41%	Fail
Perris SD	Bond	June 2014	\$40 mil	65%	Pass
Burbank USD	Bond	March 2013	\$110 mil	61%	Pass
Panama Buena Vista USD	Bond	November 2012	\$147 mil	64%	Pass
Sacramento City USD	Bond	November 2012	\$346 mil	69%	Pass
Sacramento City USD	Bond	November 2012	\$68 mil	67%	Pass
Covina Valley USD	Bond	November 2012	\$129 mil	72%	Pass
Oakland USD	Bond	November 2012	\$475 mil	84%	Pass
Temecula Valley USD	Bond	November 2012	\$165 mil	63%	Pass
Tustin USD	Bond	November 2012	\$135 mil	59%	Pass
Washington SD	Bond	November 2012	\$22 mil	73%	Pass
Lancaster SD	Bond	November 2012	\$63 mil	69%	Pass
Little Lake City SD	Bond	November 2012	\$18 mil	74%	Pass
Del Mar SD	Bond	November 2012	\$77 mil	54%	Fail
San Dieguito HSD	Bond	November 2012	\$449 mil	56%	Pass
Grossmont-Cuyamaca CCD	Bond	November 2012	\$398 mil	58%	Pass
Rancho Santiago CCD	Bond	November 2012	\$198 mil	69%	Pass
Charter Oak SD	Bond	June 2012	\$47 mil	63%	Pass
Savanna ESD	Bond	June 2012	\$29 mil	59%	Pass
Val Verde USD	Bond	June 2012	\$178 mil	62%	Pass
Newhall SD	Bond	November 2011	\$60 mil	67%	Pass
Glendale USD	Bond	April 2011	\$270 mil	70%	Pass
Claremont USD	Bond	November 2010	\$95 mil	40%	Fail
Fairfax USD	Bond	November 2010	\$25 mil	73%	Pass
Santa Clara USD	Bond	November 2010	\$81 mil	64%	Pass
Grossmont HSD	Bond	November 2008	\$417 mil	56%	Pass
Lakeside SD	Bond	November 2008	\$23 mil	78%	Pass
Poway USD	Bond	November 2008	\$179 mil	64%	Pass
Torrance USD (Measure Y)	Bond	November 2008	\$95 mil	74%	Pass
Torrance USD (Measure Z)	Bond	November 2008	\$265 mil	71%	Pass
Tustin USD	Bond	November 2008	\$95 mil	58%	Pass
Val Verde USD	Bond	June 2008	\$43 mil	69%	Pass

PROJECT TEAM

Most research firms manage survey projects through division of labor and a *lot* of delegation. Although the Principals may appear for the interview and for client meetings, their involvement beyond that point is generally negligible. The Project Manager’s role is to be the point of contact and help design the study, but even they only handle about 20% of the workload. The unfortunate reality is that most of the important research tasks—data processing, data analysis, report writing, presentation building—are delegated to junior-level staff. And the bigger the firm, the more projects they manage, the more they rely on junior staff to get the work done.



The problem with division of labor and delegation is that it isn’t a model that is consistent with high quality research, careful attention to a client’s needs, or insightful strategic advice. Delegating key tasks to junior-level staff creates a *disconnect* in the research process. The people doing the heavy lifting not only lack the experience and expertise needed to analyze the data appropriately and provide insightful recommendations, they also do not have a first-hand understanding of a client’s needs because junior-level staff generally have little or no client interaction throughout a project. Moreover, under this model the Principal and/or Project Manager attempt to provide recommendations without having actually personally analyzed the data, written the report, or even prepared the Powerpoint summary.



We do things *differently* at True North. In fact, one of the main reasons we founded True North 16 years ago was because we recognized that there is a much better model for managing a research project—have the person with the most experience and expertise in the firm roll up his/her sleeves and actually do the work. At True North, who you see is who you get. Dr. McLarney will not only serve as the Project Manager and the day-to-day contact for the District, he will *personally* perform 80% of the research tasks including *all* design, analysis, report writing, presentations, and ongoing strategic consulting. We have purposely kept True North as a single office, two-person consulting firm because of our commitment to this project management model and the many benefits it provides to our clients.

FIGURE 1 ORGANIZATIONAL CHART

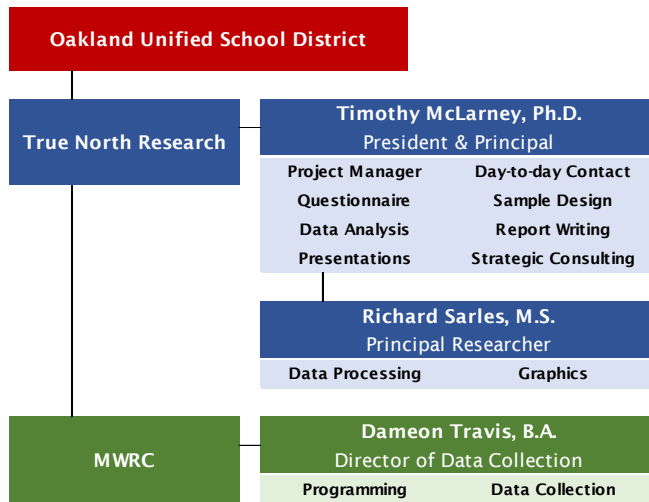


Figure 1 presents the organizational chart for the proposed study. True North Research will serve as prime contractor at the direction of the Oakland Unified School District. Dr. Timothy McLarney (President of True North) will be the Project Manager for the survey and will be assisted by Richard Sarles (Principal Researcher at True North). The telephone interviews will be conducted by the same high quality, professional data collection firm that True North has teamed with to complete more than 400 voter surveys—MWRC. Dameon Travis (Director of MWRC) will

manage the day-to-day interviewing schedule and quality control procedures in close consultation with Mr. Sarles and Dr. McLarney.

RESUMES For the District's reference, the following paragraphs provide additional information about Dr. McLarney's, Mr. Sarles', and Mr. Travis' respective roles on this project, as well as their education and research backgrounds.

Project Manager

Timothy McLarney, Ph.D., will serve as the Project Manager for the proposed survey. He will be the District's day-to-day contact for all matters related to the study and will lead all design, analysis, reporting, and presentation tasks. Approximately 80% of the research tasks will be conducted by Dr. McLarney.

Dr. McLarney has more than 20 years of experience in survey methodology, statistics, public opinion analysis, and advising public agencies. His work to date has provided California school districts, colleges, universities, cities, counties, special jurisdictions, transportation planning agencies, councils of government, and political campaigns with research to address their often complex marketing, planning, performance measurement, and tax measure needs. During his career, Dr. McLarney has occupied a lead role in over 1,000 research studies, more than 350 of which had research objectives similar to those of the Oakland Unified School District.

Dr. McLarney is a nationally recognized expert in survey research methodology, sampling theory, weighting, and the use of statistical methods to generalize survey results. His research has been published in academic journals and has earned him honors including the title of Visiting Scholar at the Institute of Governmental Studies at UC Berkeley. He has also served as an independent expert witness in survey research methodology for California legal cases.

Prior to co-founding True North Research in 2002, Dr. McLarney was the Director of Research at another west coast research firm. Dr. McLarney holds a Ph.D. and M.A. in Government from Cornell University with an emphasis in survey methodology, sampling theory and voter opinion, as well as a Bachelor's degree in Politics from the University of California, Santa Cruz.

Principal Researcher

Richard Sarles, M.S., will assist Dr. McLarney with managing data collection, data processing, and graphics production for the report. Mr. Sarles will manage approximately 20% of the research tasks. As Principal Researcher and co-founder of True North Research, Mr. Sarles applies his expertise in statistics, sampling, data merging/processing, weighting, and analysis to a wide variety of research studies. A veteran of over 800 research studies, clients throughout California rely on Mr. Sarles' research to help them meet their performance and revenue goals.

Prior to co-founding True North Research in 2002, Mr. Sarles was employed as the Associate Research Director at another west coast research firm. A published author, Mr. Sarles received his M.S. in Experimental Psychology from Illinois State University with magna cum laude honors. He also received his B.S. in Psychology from Illinois State University, graduating with summa cum laude honors. Mr. Sarles has worked collaboratively with Dr. McLarney on research studies for more than 19 years.

Data Collection Manager **Dameon Travis, B.S.**, is Director of MWRC and will serve as the Data Collection Manager for this study. Mr. Travis has extensive experience in managing all aspects of telephone and online interviewing, including sampling designs, CATI stations and web programming, interviewer training, daily reporting procedures, and quality control processes. Mr. Travis has worked closely with Dr. McLarney and Mr. Sarles for more than eight years, and has managed data collection for more than 500 studies. Mr. Travis earned a B.S. in Communications from Arizona State University.



SCOPE OF SERVICES & METHODOLOGY

Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research. The overriding objective of the survey is thus to produce an *unbiased, statistically reliable* evaluation of voters' interest in supporting a local bond measure, as well as identify how best to align the measure with community priorities and structure it for success.

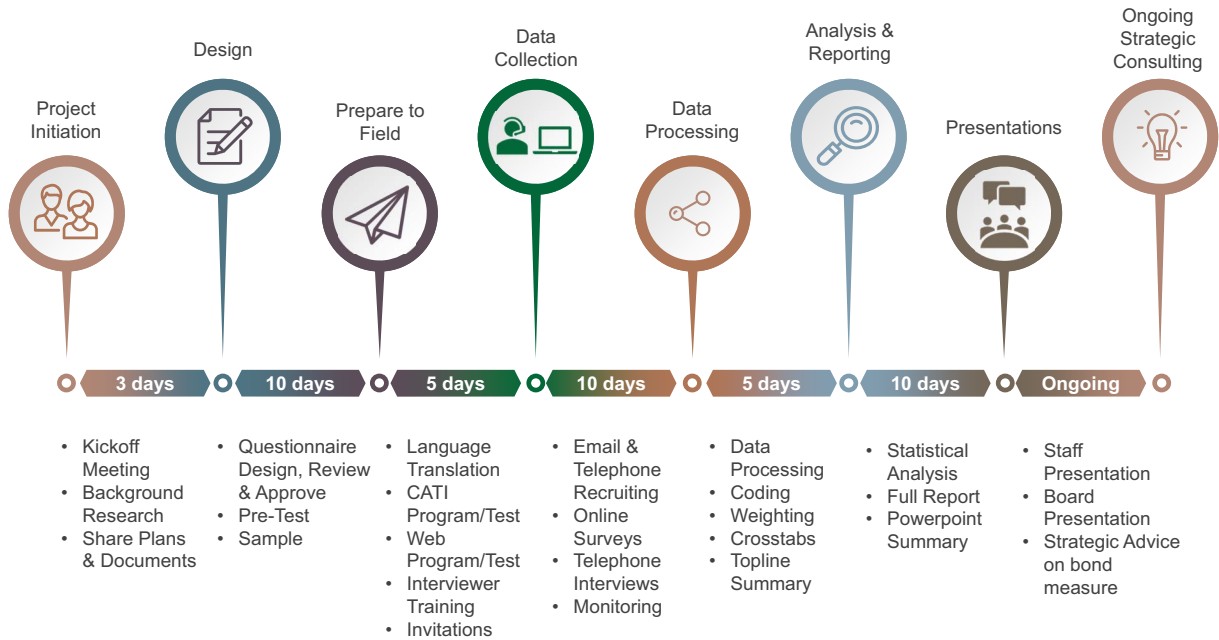
The scope of services that we propose to perform for the District includes all tasks associated with designing, conducting and analyzing the survey, as well as presenting the results. Briefly, the scope of services includes:

- Meet with the District to thoroughly discuss the research objectives and methodology for the study, as well as discuss potential challenges, concerns, and issues that may surround the study.
- Develop a stratified and clustered sample of voters who—based on their voting history and registration status—are likely to participate in the elections of interest on the natural or through targeted outreach efforts. We will structure the sample so that we can estimate support for a bond in three potential election scenarios: likely November 2018, likely March 2020, and likely November 2020.
- Develop a draft questionnaire for the District's review and make revisions as needed until all parties approve of the instrument.
- Pre-test the survey instrument to ensure its integrity.
- Professionally translate the questionnaire and invitations into Spanish to allow for data collection in English or Spanish according to a respondent's preference.
- CATI (Computer Assisted Telephone Interviewing) program the finalized survey instrument to ensure accurate and reliable data collection using live telephone interviewers.
- Web program the same survey instrument to allow for email-based recruiting and secure, password-protected online data collection to compliment the telephone recruitment and data collection.
- Collect at least 600 quality interviews according to the sampling plan and a strict interviewing protocol. Interviewers will be professional, high quality interviewers. It is expected that the average interview will last up to 17 minutes. A sample size of 600 will produce results with a high degree of statistical reliability (+/- 4% at the 95% confidence level).
- Process the data, which includes conducting validity checks, cleaning, recoding, coding open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'.
- Prepare an initial topline report which presents the overall findings of the survey.
- Prepare a thorough report on the findings, including a detailed question-by-question analysis, description of the methodology, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of crosstabulations showing how the answers varied by subgroups of voters. The report will include extensive full-color graphics displaying the findings, as well as insightful narrative discussion of the results and their implications.
- Prepare an electronic copy of the final report to allow the District to reproduce the report as needed.
- Prepare a PowerPoint presentation of the results and present the results to the District.

- Be available to assist and provide advice to the District after the survey is complete.

TIME LINE True North will work with the Oakland Unified School District to establish a time line that meets the District’s needs. Below is a proposed time line for the project, showing the number of days that we recommend devoting to each stage, as well as the key research tasks that are completed in each stage. We have the flexibility to adjust this schedule if the District desires.

FIGURE 2 PROJECT SCHEDULE





REFERENCES

Below we provide brief descriptions and reference information for similar bond and tax measure studies conducted by True North. We encourage the District to contact our references about the quality of work performed by True North.

Santa Clara USD True North has provided the Santa Clara Unified School District with survey research and strategic advice that has led to the successful passage of three revenue measures: a \$419 million bond in 2014 (Measure H), an \$81 million bond in 2010 (Measure H), and an \$84 parcel tax in 2012 (Measure A). We are also currently working with the District on research to assess the feasibility of a bond measure for 2018. Contact: Dr. Stanley Rose, Superintendent. 1889 Lawrence Road, Santa Clara CA 95051: 408.423.2005. srose@scusd.net.

Piedmont USD True North has provided Piedmont USD with survey research and strategic advice that led to a successful \$66 million bond in 2016 (Measure H1) and a successful \$2,406 parcel tax in 2013 (Measure A). Contact: Randall Booker, Superintendent. 760 Magnolia Avenue, Piedmont CA 94611: 510.594.2600. rbooker@piedmont.k12.ca.us.

Lafayette School District True North has provided the Lafayette School District with survey research and strategic advice related to a successful \$70 million bond in 2016 (Measure C), a successful \$539 parcel tax in 2014 (Measure B), and successful \$176 parcel tax in 2011 (Measure B). Contact: Rachel Zinn, Superintendent. 3477 School Street, Lafayette CA 94549: 925.927.3502. rzinn@lafsd.org.

Elk Grove USD True North conducted bond feasibility research and provided strategic advice to the Elk Grove Unified School District as part of the District's successful \$476 million bond effort (November 2016). The projected tax rate was \$38 per \$100,000 AV. Contact: Robert Pierce, Deputy Superintendent. 9510 Elk Grove-Florin Road, Elk Grove CA 95624: 916.686.7722. RDPierce@egusd.net.

Santa Cruz City School District True North provided the Santa Cruz City School District with survey research and strategic advice that led to the successful passage of two parcel tax measures on the November 2015 ballot (totaling \$177 per parcel), and two bond measures on the November 2016 ballot (totaling \$208 million). The combined tax rate impact is approximately \$60 per \$100,000 AV. Contact: Kris Munro, Superintendent. 405 Old San Jose Road, Soquel CA 95073: 831.429.3410. kmunro@sccs.santacruz.k12.ca.us.

Torrance USD After several failed attempts to pass a local bond measure using other consultant teams, True North Research assisted the District in successfully passing two bonds in November 2008 totaling \$355 million, and two *additional* bonds in 2014 totaling \$194 million. Contact: Dr. George Mannon, Superintendent, 2335 Plaza Del Amo, Torrance CA 90501: 310.972.6500.

Riverside USD In 2016, True North provided the Riverside Unified School District with baseline and tracking research that led to the successful passage of a \$392 million bond to improve school facilities. Contact: Dr. David Hansen, Superintendent. 3380 14th Street, Riverside CA 92501: 951.788.7131.

PROPOSED FEES & EXPENSES

The following table presents True North's fixed-fee cost estimate to design and conduct the survey and scope of work described in this proposal. The costs shown are *inclusive* of all fees and expenses—there will be no additional charges—and are valid for 180 days from the date of the proposal. If selected as the District's research consultant for this project, our payment terms are simple: we request full payment at the *completion* of the study. No interim or up-front payments are needed.

Please note that our costs reflect a sample size of *at least* 600 completed interviews. If the participation rate for the survey is higher than our conservative estimate (highly likely), we will deliver a higher number of completed interviews at no additional cost to the District.

TABLE 2 FIXED-FEE COST ESTIMATE FOR SURVEY

Task	Cost
<i>Core Services</i>	
Random Sample	\$1,525
CATI & Web Programming	\$1,250
Data Collection	\$11,000
Data Processing/Weighting	\$2,400
Design, Analysis & Reporting	\$8,500
Project Management/Travel	\$1,250
Misc. Expenses	\$450
<i>Value Added Services</i>	
Targeting Tool	Inc
Statistical Modeling	Inc
Advise on measure package	Inc
TOTAL	\$26,375