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Enactment Date	12/2/15



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Curtiss Sarikey
Jacqueline P. Minor, General Counsel

Board Meeting Date December 2, 2015

Subject **Agreement With Niam Group, LLC In Support Of the District's Proposed Equity Policy**

Action Requested

Ratification of Agreement With Niam Group, LLC In Support Of the District's Proposed Equity Policy (Initial Engagement)

Background and Discussion

The District has proposed an Equity Policy (Proposed Board Policy 5032) that addresses the impacts of racial inequities in the District. Before bringing this policy to the Board of Education for approval, the District would like to engage critical stakeholders within the District to incorporate the perceptions, preferences, and ideas of students, parents and guardians, OUSD staff, and community members into an equity action plan. NIAM GROUP, LLC, with Malo Hutson, PhD as the Lead Consultant, is being retained to support the community engagement prior to the development of the final Equity Policy. The specific scope of work includes:

- Develop guiding questions for interviews and focus groups;
- Conduct interviews with School Board Directors,
- Coordinate preparation for focus groups and outreach to focus group participants;
- Observe and document feedback from currently scheduled Youth & Family
- Meet with OUSD community partners (CBO leadership and others) to gather parent participants across various demographic groups within OUSD;
- Conduct 14 focus groups across seven electoral districts with parents and students;
- Conduct 5-10 interviews with labor partners, advocacy organizations, and similar stakeholders;
- Analyze data collected from focus group interviews;
- Conduct secondary analysis of raw data collected through OUSD data team and reports from the System-wide Equity Framework and Assessment Tool (SEFAT) survey, as needed (including



- analysis of responses to open ended questions if any); and
- Integrate analysis of all data from multiple engagement efforts and observations into a comprehensive written analysis and report.

The term of the Agreement is November 15, 2015 to March 31, 2016. The cost shall not exceed \$55,000.

Recommendation

Ratification of Agreement With Niam Group, LLC In Support Of the District's Proposed Equity Policy (Initial Engagement)

Fiscal Impact

GP

Attachments

Agreement and Scope of Work

AGREEMENT

Between

OAKLAND UNIFIED SCHOOL DISTRICT

and

NIAM GROUP, LLC

In Support Of OUSD's Equity Policy Initial Engagement

This Agreement, effective as of **November 1, 2015**, is by and between the Oakland Unified School District ("OUSD" or the "District"), and **NIAM GROUP, LLC**, with Malo Hutson, PhD as the Lead Consultant.

Whereas, the District has proposed an Equity Policy (Proposed Board Policy 5032) that addresses the impacts of racial inequities in the District;

Whereas, the Superintendent bring the proposed policy back to the Board of Education for adoption during the first quarter of 2016;

Whereas, before bringing this policy to the Board of Education, the District would like to engage critical stakeholders within the District to incorporate the perceptions, preferences, and ideas of students, parents and guardians, OUSD staff, and community members into an equity action plan;

Whereas, community engagement efforts will include a staff survey to collect perceptions of equity and inequities within the District; focus groups with parents and students; interviews with labor partners and education advocates; and various forms of virtual engagement;

Whereas, **NIAM GROUP, LLC**, with Malo Hutson, PhD as the Lead Consultant, is being retained to support the community engagement prior to the development of the final Equity Policy;

The Parties agree as follows:

1. SCOPE OF SERVICES

- Develop guiding questions for interviews and focus groups;
- Conduct interviews with School Board Directors,
- Coordinate preparation for focus groups and outreach to focus group participants;
- Observe and document feedback from currently scheduled Youth & Family
- Meet with OUSD community partners (CBO leadership and others) to gather parent participants across various demographic groups within OUSD;
- Conduct 14 focus groups across seven electoral districts with parents and students;
- Conduct 5-10 interviews with labor partners, advocacy organizations, and similar stakeholders;

- Analyze data collected from focus group interviews;
- Conduct secondary analysis of raw data collected through OUSD data team and reports from the System-wide Equity Framework and Assessment Tool (SEFAT) survey, as needed (including analysis of responses to open ended questions if any); and
- Integrate analysis of all data from multiple engagement efforts and observations into a comprehensive written analysis and report.

See Attachment A for the full Scope of Services and Project timeline

2. TERMS AND CONDITIONS

- 2.1 **Term of Agreement.** The term of this agreement shall be November 15, 2015 to March 31, 2016 and may be extended for an additional year by written agreement of both parties.
- 2.2 **Fees.**
Not to exceed \$55,000.
- 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:

Curtiss Sarikey at curtiss.sarikey@ousd.org

And a copy emailed to

Jacqueline.minor@ousd.org

- 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

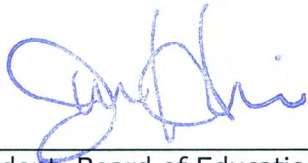
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The Parties certify to the best of their knowledge and belief, that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal 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.

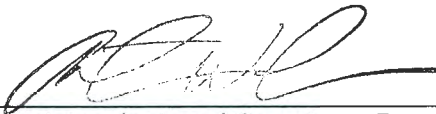
NIAM GROUP, LLC

Malo Hutson, Consultant

OAKLAND UNIFIED SCHOOL DISTRICT



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: 15-2311
Introduction Date: 12/21/15
Enactment Number: 15-1899
Enactment Date: 12/21/15
By: OD

Proposed Scope of Work
OUSD's Equity Policy Initial Engagement
November 15, 2015 through March 31, 2016

THE NIAM GROUP

The NIAM Group, LLC
Lead Consultant: Malo A. Hutson, PhD, MCP
Contact: malo@niamgroup.com
510-219-2440

Project Context

The Oakland Unified School District (“OUSD” or “the OUSD”) has proposed an Equity Policy (Proposed Board Policy 5032) that addresses the impacts of racial inequities in Oakland Unified public schools. Although the policy also acknowledges the District will seek to end other forms of social inequalities and oppression, including gender, sexual orientation, socioeconomic status, immigration status, foster youth, and students with disabilities and learning differences, the policy’s primary purpose is to close achievement gaps between groups of students from different race and ethnicity groups and to ensure equitable employment and hiring practices. This policy seeks to close racial student achievement gaps and staffing imbalances by providing guidelines for overcoming inequities and the institutional bias which exists throughout the District.

OUSD’s proposed Equity Policy will join a handful of other existing school district equity policies nationwide. School districts across the country are increasingly recognizing the need to eliminate racial educational inequities and institutional bias if they are to give every student the opportunity and support to reach his or her potential. By codifying equity guidelines in racial equity policies, organizations like OUSD are working toward ensuring that all students are able to graduate and to be college, career and community ready.

The Superintendent will likely bring this proposed policy before the Board of Education for a reading and adoption during the first several months of 2016. Before bringing this policy to the Board of Education, the District would like to engage critical stakeholders within the District to incorporate the perceptions, preferences, and ideas of students, parents and guardians, OUSD staff, and community members into an equity action plan. Community engagement efforts will include a staff survey to collect perceptions of equity and inequities within the District; focus groups with parents and students; interviews with labor partners and education advocates; and various forms of virtual engagement.

This proposal lays out the general approach and timeline for the community engagement around the final stages of the proposed Board Policy’s development only, to cover the period of time between November 15, 2015

and March 31, 2016. The community engagement that continues after the adoption of the Board Policy will need to continue to address the issues that come out of any initial engagement efforts.

Overall Project Goals

In keeping with OUSD's broader Student, Family, and Community Engagement goals, our team will work closely with OUSD to:

- Gather community input on what the term "equity" means to key stakeholders (including students, parents, teachers, staff, labor partners, community leadership, and Board Directors), and
- Analyze and incorporate this input into a report that helps inform the Equity Policy.

Successfully achieving these goals will require regular and frequent conversation and collaboration between the Team and the 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.**

Scope of Work

To achieve the Project Goals, our team will work directly with OUSD staff to:

- Develop guiding questions for interviews and focus groups;
- Conduct 1:1 interviews with Board Directors, or focus groups of up to 1:3;
- Coordinate preparation for focus groups and outreach to focus group participants;
- Observe and document feedback from currently scheduled Youth & Family Engagement activities as needed;
- Meet with OUSD community partners (CBO leadership and others) to gather parent participants across various demographic groups within OUSD;
- Conduct 14 focus groups across seven electoral districts with parents and students;
- Conduct 5-10 interviews with labor partners, advocacy organizations, and similar stakeholders;

- Analyze data collected from focus group interviews;
- Conduct secondary analysis of raw data collected through OUSD data team and reports from SEFAT survey, as needed (including analysis of responses to open-ended questions if any); and
- Integrate analysis of all data from multiple engagement efforts and observations into a comprehensive written analysis and report.

This scope of work assumes OUSD will continue to provide translation services for all materials and meetings as needed, and will continue to provide food and refreshments through Nutritional Services as needed.

Proposed Community Engagement Process and Schedule

This work will build on OUSD's prior community engagement commitments and scheduled activities. The table below delineates key milestones for each month, as well as provides a list of ongoing activities at the bottom.

		Complete development of guiding questions
November 2015		Meet with OUSD Community Partners to recruit parent participants for Focus Groups Schedule 1:1, 1:2, or 1:3 interviews with Board Directors
December 2015		Continue as above, and
		Conduct 1:1, 1:2, or 1:3 interviews with Board Directors Schedule Focus Groups across 7 electoral districts Schedule meetings with labor partners, advocacy groups, and similar stakeholders
January 2016		Continue as above, and
		Conduct Focus Groups Conduct interviews of labor partners, advocacy groups, and similar stakeholders
February 2016		Continue as above,
		Conduct secondary analysis of raw data collected by OUSD data services and SEFAT Draft report analyzing input
Ongoing		Attend internal meetings with OUSD staff as needed, advise staff as needed
		Internal team meetings preparation
		Internal project management
		Data collection and analysis of gathered input

This schedule assumes the timely exchange of information and approvals from OUSD. Unless otherwise agreed upon, we will expect that 72 hours is sufficient for OUSD to review and approve or comment on materials.

Estimated Costs

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 \$65 an hour for Program Associate time. We bill for the actual cost of child care needed for parent focus groups; we use a professional child care staffing agency that hires and places OUSD graduates with us for on-call child care services at meetings as needed. This estimate assumes that OUSD will continue to provide translation of materials and translation services as needed and that OUSD Nutritional Services will continue to provide food and beverages at community events.

Costs	Rate	Hours	Item Total
Consultant Time (November 15-March 31, 2015)	150.00	224	33,600.00
Event Coordinator/Program Associate Time (April 1-June 30, 2015)	65.00	232	15,080.00
Meeting materials, childcare costs for Focus Groups	1,400.00	–	1,400.00
Total			50,080.00

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



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 15-2311

Department: Community Schools

Vendor Name: Niam Consulting

Contract Term: Start Date: 11/15/15 End Date: 03/31/2016

Annual Cost: \$55,000.00

Approved by: General Counsel

Is Vendor a local Oakland business? Yes ☒ No ☐

Why was this Vendor selected?

Vendor is a skilled community engagement consultant. Consultant is a professor at UC Berkeley and has extensive knowledge of community development, urban policy and politics.

Summarize the services this Vendor will be providing.

Vendor will engage community about proposed equity policy.

Was this contract competitively bid? Yes ☐ No ☒

___ If No, answer the following:

1) How did you determine the price is competitive?

Knowledge of cost of community engagement from implementation of BP 7155 (Community Engagement).

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☒ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **"Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**