

Board Office Use: Legislative File Info.	
File ID Number	16-0728
Introduction Date	5-11-16
Enactment Number	16-0680
Enactment Date	5/11/16 OR



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

To Board of Education  
From Antwan Wilson, Superintendent

Board Meeting Date  
(To be completed by  
Procurement)

5/11/16

Subject Agreement Amendment No. 1 -  
Niam Group, LLC  
922/Community Schools and Student Services (site/department)

Action Requested Ratification by the Board of Education of Amendment No. 1 to the Agreement between Oakland Unified School District and Niam Group, LLC. Services to be primarily provided to 922/Community Schools and Student Services for the period of 11/15/15 through 05/31/16.

Background  
*A one paragraph explanation of why an amendment is needed.*

The District has proposed an Equity Policy (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 retained to support the community engagement to the development of the final Equity Policy.

Discussion  
*One paragraph summary of the amended scope of work.*

Ratification by the Board of Education of Amendment No. 1 to the Professional Services Contracts between the District and Niam Group, LLC, Berkeley, CA, with Malo Hutson, PhD, as the Lead Consultant, in support of the District's Equity Policy (Board Policy 5032) to add 13 focus groups for a total of 27 to reach a broader range of stakeholders and also analyze the content returned in the From The Desk (FTD) survey administered by OUSD and incorporate that analysis into the Engagement report to the Board. Additionally, they will complete individual abstracts for each focus group and an extensive final report to inform the next phase of developing regulations, plan and timeline via the Community Schools and Student Services Department, in the amount of \$12,550.00, increasing the contract from \$55,000.00 to an amount not to exceed \$67,550.00, and extending the Contract term of November 15, 2015 through March 31, 2016 to May 31, 2016. All other terms and conditions of the Contract remain in full force and effect.

Recommendation Ratification by the Board of Education of Amendment No. 1 to the Agreement between Oakland Unified School District and Niam Group, LLC. Services to be primarily provided to 922/Community Schools and Student Services for the period of 11/15/15 through 05/31/16.

Fiscal Impact Funding resource name (please spell out) 0000/Equity Engagement  
not to exceed \$ 12,550.00

Attachments

- Contract Amendment
- Copy of original contract and any prior amendments



## CONTRACT JUSTIFICATION FORM

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

**Legislative File ID No.** 16-0728

**Department:** 922/Community Schools and Student Services Department

**Vendor Name:** Niam Group, LLC, Berkeley, CA

**Contract Term:** Start Date: November 15, 2015 End Date: April 30, 2016

**Annual Cost:** \$ 6 755 0.0 0

**Approved by:** Curtiss Sarikey

**Is Vendor a local Oakland business?** Yes ☐ No ☒

### Why was this Vendor selected?

The District has proposed an Equity Policy (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 is retained to support the community engagement to the development of the final Equity Policy.

### Summarize the services this Vendor will be providing.

Niam Group, LLC, with Malo Hutson, PhD as the Lead Consultant, will provide support of the District's Equity Policy to add 13 focus groups for a total of 27 to reach a broader range of stakeholders and also analyze the content returned in the From The Desk (FTD) survey administered by OUSD and incorporate that analysis into the Engagement report to the Board. Additionally, they will complete individual abstracts for each focus group and an extensive final report to inform the next phase of developing regulations, plan and timeline.

**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 \$87,800 (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 [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 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**



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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools. Thriving Students

## AMENDMENT NO. 1 Agreement With Niam Group

This Amendment is entered into between the Oakland Unified School District (OUSD) and  
Niam Group, LLC

(CONTRACTOR). OUSD entered into an Agreement with CONTRACTOR for services on 11/15/15,  
and the parties agree to amend that Agreement as follows:

1. Services:	<input type="checkbox"/> The scope of work is <u>unchanged</u> . <input checked="" type="checkbox"/> The scope of work has <u>changed</u> . If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary. <input type="checkbox"/> Revised scope of work attached. OR <input checked="" type="checkbox"/> The CONTRACTOR agrees to provide the following amended services: Consultant will provide 13 additional focus groups for a total of 27 to reach a broader range of stakeholders and also analyze the content returned in the From The Desk (FTD) survey administered by OUSD and incorporate that analysis into the Engagement report to the Board; complete individual abstracts for each focus group and an extensive final report to inform the next phase of developing regulations, plan and timeline.	
2. Terms (duration):	<input type="checkbox"/> The term of the contract is <u>unchanged</u> . <input checked="" type="checkbox"/> The term of the contract has <u>changed</u> . If the term has changed: The contract term is extended by an additional <u>2 months</u> (days/weeks/months), and the amended expiration date is <u>05/31/16</u> .	
3. Compensation:	<input type="checkbox"/> The contract price is <u>unchanged</u> . <input checked="" type="checkbox"/> The contract price has <u>changed</u> . If the compensation has changed: The contract price is amended by <input checked="" type="checkbox"/> Increase of \$ <u>12,550.00</u> to original contract amount <input type="checkbox"/> Decrease of \$ _____ to original contract amount and the new contract total is <u>Sixty Seven Thousand, Five Hundred Fifty</u> dollars (\$ <u>67,550.00</u> )	

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History:

☒ There are no previous amendments to this Agreement. ☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
			\$
			\$
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Board of Education and/or the Superintendent as their designee.

OAKLAND UNIFIED SCHOOL DISTRICT

*[Signature]* *[Signature]*

- ☐ President, Board of Education  
☐ Superintendent  
☒ Chief or Deputy Chief

*[Signature]*

Secretary, Board of Education

Date

5/12/16  
Date

CONTRACTOR

*[Signature]*  
Contractor Signature

4/5/16  
Date

Malu A. Hudson, Managing  
Print Name, Title

Principal, NIAM Group LLC

**EXHIBIT "A" SCOPE OF WORK**

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided:** Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what *this* Contractor will do.

Scope of Work attached.

The Oakland Unified School District ("OUSD" or "the OUSD") has proposed an Equity Policy (Board Policy 5032, approved by the Board of Education on March 23, 2016, Enactment #16-0416) that addresses the impacts of inequities in Oakland Unified public schools for the community engagement around the final stages of the Board Policy's development.

Niam Group, LLC's additional work will include:

- Convening 13 additional focus groups (for a total of 27, rather than 14, focus groups).
- Analyzing the content from the additional 13 focus groups.
- Analyzing the From The Desk (FTD) survey responses and integrating this analysis into the Board Report.
- Completing an internal report with more comprehensive analysis of all collected data points
  - o Create abstracts from each focus group.
  - o Extract list of action items from all focus groups.
  - o Develop a contacts list for individuals/organizations interested in participating in the next round of engagement.

- 2. Specific Outcomes:** What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

Additional data/feedback from stakeholders around the equity policy, defining equity, barriers and opportunities to realizing an equity policy and expectation/outcomes hoped for as a result of the equity policy. These additional focus groups included, but are not limited to, the voices of LGBTQ students, additional parent and employee groups. Valuable and needed input was gathered as a result of these additional 13 focus groups. Focus group abstracts and final report will provide key data for next phase of the work.

- 3. Alignment with District Strategic Plan:** Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core      | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools                |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning   | <input checked="" type="checkbox"/> Accountable for quality                             |
| <input checked="" type="checkbox"/> High quality and effective instruction        | <input checked="" type="checkbox"/> Full service community district                     |

- 4. Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

☐ **Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: \_\_\_\_\_

☐ **Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.

- Relevant page of CSSSP with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
- Meeting announcement for meeting in which the CSSSP modification was approved.
- Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the CSSSP modification was approved.



# THE NIAM GROUP

To: Curtiss Sarikey, Deputy Chief, Community Schools and Student Services  
Jacqueline Minor, General Counsel  
From: Malo Hutson, Managing Principal, The NIAM Group, LLC  
Moirá O'Neill, Principal, The NIAM Group, LLC  
Date: March 22, 2016  
RE: Explanation Additional Budget Required for Equity Policy Engagement work

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The Oakland Unified School District ("OUSD" or "the OUSD") has proposed an Equity Policy (Proposed Board Policy 5032, introduced August 26, 2015) that addresses the impacts of inequities in Oakland Unified public schools. We proposed 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. Our proposal included a section labeled "Estimated Costs" and a proposed budget based on hours anticipated for the work as detailed in the proposal, and noted that additional work would be billed at an hourly rate of \$150.00 for consultant time and \$65.00 for program associate time.

At OUSD's request, we completed additional work beyond the work detailed in the proposal, and anticipate that we will complete additional work after March 31, 2016, requiring **an extension through May 31, 2016**. This additional work includes:

- Convening 13 additional focus groups (for a total of 27, rather than 14, focus groups)
- Analyzing the content from the additional 13 focus groups
- Analyzing the From The Desk survey responses and integrating this analysis into the Board Report
- Completing an internal report with more comprehensive analysis of all collected data points
  - Create abstracts from each focus group
  - Extract list of action items from all focus groups
  - Develop a contacts list for individuals/organizations interested in participating in the next round of engagement

We anticipate that this additional work will require **an additional budget of \$12,550** with the following breakdown:

- 62 hours of consultant time (\$9,300)
- 50 hours of program associate time (\$3,250)



# AMENDMENT ROUTING FORM 2015-2016

## PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1



### Directions

Services beyond the original contract cannot be provided until the amendment has been fully approved and the Purchase Order has been increased by Procurement.

- Contractor and OUSD contract originator reach agreement on modification to original scope of work and compensation.
- Insert the amendment number (i.e. if this is the first amendment enter "1," second enter "2," etc.) at the top of the amendment.
- If contract total amount has increased, the scope of work must change. OUSD contract originator creates new requisition with the original PO number referenced in the item description.
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.

When the contract amendment is approved, Procurement will add additional funds to the original Purchase Order.

Attachment	<input checked="" type="checkbox"/> Contract amendment packet including Board Memo and Amendment Form
Checklist	<input checked="" type="checkbox"/> Amended Scope of Work (Be specific as to what additional work is being done by this consultant.)
	<input checked="" type="checkbox"/> Board approved copy of the original contract and any prior Amendments.

OUSD Staff Contact Emails about this contract should be sent to: (required) Renee.McMearn@ousd.org

### Contractor Information

Contractor Name	Niam Group, LLC	Agency's Contact	Moira O'Neill				
OUSD Vendor ID #	I006500	Title	Principal and Co-Founder				
Street Address	PMB #322, 2425 Channing Way, Suite B	City	Berkeley	State	CA	Zip	94704
Telephone	510-282-3706	Email (required)	moira@niamgroup.com				

### Compensation and Terms – Must be within the OUSD Billing Guidelines

Original Contract Amount	\$ 55,000.00	Original PO #	P1605424	New Requisition #	R0164198
Amended Amount	\$ 12,550.00	Start Date	11/15/15	End Date	05/31/16
New Total Contract Amount	\$ 67,550.00	Pay Rate Per Hour	\$ 150.00	# of Hours	83.67

### Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
0000	Equity Engagemen	9991645101-5825	5825	\$ 12,550.00
			5825	
			5825	

### Approval and Routing (in order of approval steps)

Additional services above original contract cannot be provided before the amendment is fully approved and the Purchase Order amount has been increased by Procurement.

1.	<b>Administrator / Manager</b> (Originator)	Name	Curtiss Sarikey	Phone	510-879-1797
	Site/Department (Name & #)	922/Community Schools and Student Services		Fax	510-879-4605
	Signature	<i>Curtiss Sarikey</i>		Date Approved	4.4.2016
2.	<b>Resource Manager</b> , if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input checked="" type="checkbox"/> Community Schools and Student Services				
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (CSSSP)				
	Signature			Date Approved	
	Signature (if using multiple restricted resources)			Date Approved	
3.	<b>Network Superintendent/Deputy Network Superintendent</b>				
	Signature	<i>Curtiss Sarikey</i>		Date Approved	4.4.2016
4.	<b>Chiefs / Deputy Chiefs</b> Consultant Aggregate <input checked="" type="checkbox"/> Under <input type="checkbox"/> Over \$84,100				
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site				
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work				
	Signature	<i>Dan Sullivan</i>		Date Approved	
5.	<b>Superintendent, Board of Education</b> Signature on the legal contract				
<b>Legal</b> Required if not using standard contract		Approved		Denied - Reason	
<b>Procurement</b>	Date Received		PO Number	P1605424	



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	15-2311
Introduction Date	12/02/2015
Enactment Number	15-1899
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



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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](mailto:curtiss.sarikey@ousd.org)

And a copy emailed to

[Jacqueline.minor@ousd.org](mailto: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>

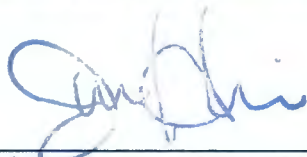
The parties hereto agreed to be bound and this Agreement is effective on the day first mentioned above.

**NIAM GROUP, LLC**

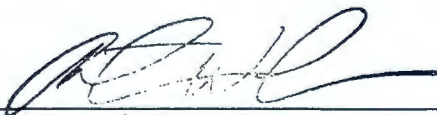
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Malo Hutson, Consultant

**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

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Jacqueline Minor, General Counsel

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Introduction Date: 12/2/15  
Enactment Number: 15-1899  
Enactment Date: 12/2/15  
By: JD



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

THE NIAM GROUP

The NIAM Group, LLC  
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## 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.

November 2015	Complete development of guiding questions 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.

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Enactment Date	3/23/16



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent  
Devin Dillon, Chief Academic Officer  
Curtiss Sarikey, Deputy Chief Community Schools & Student Services

**Board Meeting Date** March 23, 2016

**Subject** **Board Policy 5032 Equity (Second Reading)**

**Action Requested** **Approval of Board Policy 5032 Equity**

**Background** On August 4, 2015, the Board had a first reading of Board Policy 5032 regarding Equity. Since that date, the perceptions, preferences, and ideas of students, parents and guardians, District staff, and community members have been sought for feedback on the draft policy. Some recommendations included adding a definition or reference point for equity, adding specificity for expected next steps to implement a comprehensive equity action plan, and explicitly connecting work that is already underway in the District. In addition, some feedback included specific recommendations for budgeting, employment practices, student practices and coursework which will be considered in the next phase of development of administrative regulations.

**Discussion** The equity policy is foundational to the overall health and success of our district. The equity policy aims to confront bias that results in predictably lower academic achievement for certain subgroups of students than for their white peers. Identifying and interrupting practices that perpetuate disparities will increase student achievement, including on-time graduation, for all students, while narrowing the academic and opportunity gaps between the highest and lowest performing students.

**Recommendation** Approval of Board Policy 5032 Equity

**Fiscal Impact** Funding resource name: General Purpose

**Attachments**

- Redlined version of BP 5032 in comparison to version at First Reading
- BP 5032 Equity



## **OAKLAND UNIFIED SCHOOL DISTRICT**

### **Board Policy**

BP 5032

## **EQUITY POLICY**

### **PURPOSE**

Oakland Unified School District (the “District”) students are at the heart of the District’s equity policy. In the District, we hold the powerful belief that equity is providing students with what they need to achieve at the highest possible level, and graduate prepared for college, career, and community success. The Governing Board seeks to understand and to interrupt patterns of institutional bias at all levels of the organization, whether conscious or unconscious, that results in predictably lower academic achievement most notably for students of color. Eliminating individual and institutional bias (e.g. race based, identity bias, economic) will increase achievement and graduation rates for *all* students, while narrowing the academic and opportunity gaps between the highest and lowest performing students.

[Editorial Note: This paragraph was moved from the end of version 1.6:] While the primary focus of this equity policy is on race and ethnicity,<sup>1</sup> the District also acknowledges other forms of social inequalities and oppression, including gender, gender identity, gender expression, sexual orientation, socioeconomic status, religion, national origin, foster youth, involvement with the dependency or juvenile justice systems, and students with disabilities and learning differences, and how these different forms of oppression intersect. The District is committed to explicitly identifying and addressing all disparities in educational outcomes for the purpose of targeting areas for action, intervention and investment.

The District acknowledges that complex societal and historical factors contribute to the inequity within our District. Nonetheless, rather than perpetuating the resulting disparities, the District will establish administrative regulations to enact this Policy that will include: (1) a clear plan and timeline for identifying gaps in educational experiences

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<sup>1</sup>Targeting race explicitly and examining how it intersects with other forms of inequity, provides a framework which offers an important sociological and historical perspective (See, Race Reporting Guide by Race Forward (2015), The Center for Racial Justice Innovation, [www.raceforward.org](http://www.raceforward.org)).



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March 23, 2016

and outcomes and potential root causes, (2) an implementation plan for programs, practices, and systems that address those disparities, (3) an evaluation rubric and accountability standards for measuring success, (4) training plans and (5) an ongoing plan for continuous improvement. The Governing Board acknowledges its existing policies and administrative regulations developed to advance equitable outcomes for all students, including without limitation, School Governance and Student and Family Engagement (BP 3625), Wellness (BP 5030), Student Discipline (BP 5144 et seq.), Transgender Students (BP 5145.3), Quality Schools Development (BP 6005), Parent Involvement (BP 6020), Ethnic Studies (BP 6143.7), and Community Engagement Facilities (BP 7155). Any amendments to these policies and related Administrative Regulations should be made in furtherance of this policy.

This policy intends to improve academic opportunities for all students and reduce achievement gaps between groups of students, by proactively working to eradicate inequities that perpetuate negative stereotypes about groups of students, marginalize students or staff who seek to disrupt institutional bias, and restrict access to rigorous academic programs for certain groups of students based on race, special education placement, being a designated English Language Learner, and other factors. [CS1]

Students deserve to be educated in environments that respect them as individuals, including their racial and ethnic diversity, thereby facilitating successful academic outcomes. District students must be honored and valued in every classroom by supporting their social, emotional and cultural needs. Some ways that this can be achieved include, without limitation, district-wide emphasis on Social Emotional Learning, hearing and listening to student voices through restorative justice practices, professional learning including on implicit bias and beliefs, , staff recruitment and induction processes, and culturally responsive teaching pedagogy.

## **LEGAL REFERENCES**

U.S. Const. amend XIV, § 1 (Equal Protection)  
20 U.S.C. § 1703 (Equal Educational Opportunity)  
42 U.S.C. § 2000c et seq. (Desegregation)  
42 U.S.C. § 2000d et seq. (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 2000e-2 (Title VII of the Civil Rights Act of 1964)

## OAKLAND UNIFIED SCHOOL DISTRICT Board Policy

BP 5032

### EQUITY POLICY

#### PURPOSE

Oakland Unified School District (the "District") students are at the heart of the District's equity policy. In the District, we hold the powerful belief that equity is providing students with what they need to achieve at the highest possible level, and graduate prepared for college, career, and community success. The Governing Board seeks to understand and to interrupt patterns of is policy also confronts institutional bias at all levels of the organization, (whether conscious or unconscious,) that results in predictably lower academic achievement most notably for students of color. Eliminating individual and institutional bias (e.g. race based, identity bias, economic) will increase achievement and graduation rates for *all* students, while narrowing the academic and opportunity gaps between the highest and lowest performing students.

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July 29, 2015 March 23, 2016

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This policy ~~intends s necessary because in order~~ to improve academic opportunities for all students and reduce achievement gaps between groups of students, ~~the District must by~~ proactively working to eradicate inequities that ~~exist throughout the organization (centrally and in school sites), which serve to perpetuate~~ negative stereotypes about groups of students, marginalize students or staff who seek to disrupt institutional bias, and restrict access to rigorous academic programs for certain groups of students based on race, special education placement, being a designated English Language Learner, and other factors. [CS1]

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