

Board Office Use: Legislative File Info.	
File ID Number:	14-1052
Introduction Date:	06/25/2014
Enactment Number:	
Enactment Date:	



Memo

To: Board of Education

From: GARY YEE, EdD, ACTING SUPERINTENDENT; By: MARIA SANTOS, Deputy Superintendent

Board Meeting Date: 06/25/2014

Subject: Professional Service Contract

Contractor: Suzanne Pegas of Oakland, CA

Services for: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIPS

Board Action Requested and Recommendation: Ratification by the Board of Education of a Professional Services Contract between the District and Suzanne Pegas, Oakland, CA, for the latter to provide: 320 hours of service as an OUSD RJ Coordinator. The consultant will provide services at Roosevelt Middle School - under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. Professional development and coaching are essential to ensure that restorative practices are high quality, integrated with instruction, and culturally responsive. The RJ Coordinator will provide on-site support and technical assistance, and link RJ implementation at their site with the larger district effort for the period of 04/01/2014 through 06/30/2014 in an amount not to exceed \$11,200.00.

Background:
(A one paragraph explanation of why the consultant's services are needed.)

In response to the investigation by the US Office of Civil Rights and subsequent OUSD Voluntary Resolution Plan (VRP), OUSD has identified the need for schools to implement restorative justice (RJ) practices to build community, repair harm, and re-integrate students into the classroom after incarceration or involuntary transfer. The OUSD RJ program supports the District's goal of reducing racially disproportionate discipline (DMC) by building community and resolving conflicts between students which may otherwise result in fights and subsequent suspensions. Restorative Justice has efficacy as an alternative to suspension and is a key component of the District's comprehensive violence prevention plan. Specific activities include hiring RJ Coordinators to support teachers in using restorative practices in the classroom, coach students to use communication and problem-solving skills to assist their peers in managing and resolving interpersonal conflict, and to work with site administrators to use restorative discipline.

Discussion:
(QUANTIFY what is being purchased.)

320 hours of service as an OUSD RJ Coordinator. The consultant will provide services at Roosevelt Middle School - under the direction of the Program Manager for Restorative Justice and in coordination with the site administrators. Professional development and coaching are essential to ensure that restorative practices are high quality, integrated with instruction, and culturally responsive. The RJ Coordinator will provide on-site support and technical assistance, and link RJ implementation at their site with the larger district effort.

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Fiscal Impact: Funding resources below not to exceed \$11,200.00
\$11,200.00 General Purpose-Unrestricted

Attachments: Professional Services Contract including Scope of Work
Waiver Summary
Resume / Statement of Qualifications
EPLS Search Results Page
Insurance Certification (if no Waiver was granted)

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2013-2014

This Agreement is entered into between Suzanne Pegas
(CONTRACTOR) and Oakland Unified School District (OUSD). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 04/01/2014, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100.00 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100.00, whichever is later. The work shall be completed no later than 06/30/2014.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eleven Thousand Two Hundred Dollars (\$11,200.00) [per fiscal year], at an hourly billing rate not to exceed _____ per hour. This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: No Reimbursements.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* NONE, which shall not exceed a total cost of \$0.00.
- CONTRACTOR Qualifications / Performance of Services:**
CONTRACTOR Qualifications: CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
Standard of Care: CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Invoicing:** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

OUSD Representative:

Name: BARBARA MCCLUNG
Site /Dept.: 922-FAMILY, SCHOOL AND COMMUNITY PARTNERSHIP
Address: 746 Grand Ave.
Oakland, CA 94610
Phone: 273-1539

CONTRACTOR:

Name: Suzanne Pegas
Title: Owner
Address: 33 Entrada Ave
Oakland, CA 94611
Phone: 510-652-1049

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address.

8. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR 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 employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

9. **Insurance:**

1. Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.

12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR 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, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR 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.

Professional Services Contract

access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.

23. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR'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.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.

24. **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.epls.gov/epls/search.do>)

25. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.

26. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

27. **Integration/Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

28. **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.

29. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

30. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

OAKLAND UNIFIED SCHOOL DISTRICT

MARIA SANTOS

President, Board of Education

Superintendent or Designee

Secretary, Board of Education

05/16/2014

Date

Date

CONTRACTOR

Suzanne Pegas

Contractor eSignature

05/18/2014

Date

Suzanne Pegas, Owner

Print Name, Title

ContractsOnline: Contract Waiver Summary

Site Number-Name: 922/Behavioral Health

Principal / Department Head: BARBARA MCCLUNG

Contractor Name: Suzanne Pegas

Business Name: Suzanne Pegas

Contract Type: Standard

Anticipated Start Date: 04/01/2014

Contract End Date: 06/30/2014

Rate Type: FLAT

Contract Amount: \$11,200.00

Applicable Waivers

Approved by Risk Management

Insurance-Reduction Waiver Status: NA

Waiver-Reduction Type: \$1,000,000 Required

Other Reduction Amount: NA

Approval Date:

Approved by Deputy Superintendent

Billing Waiver Status: Approved

Approval Date: 05/15/2014

Fingerprint Waiver Status: NA

Approval Date:

TB Test Waiver Status: NA

Approval Date:

Suzanne Pegas

33 Entrada Ave. • Oakland, CA. 94611

(510) 652-1049 • Suzpeg@gmail.com

CAREER OVERVIEW

I am a dedicated educator and youth advocate who has developed, implemented and managed multiple youth programs in a 15+-year education career. My vision, and attention to the needs of youth, enable me to both train and facilitate others, providing direction, guidance, and inspiration with clear expectations and feedback. I serve in alignment with my school's mission to collaboratively support our educational outcomes, and enhance leadership development, critical thinking, and agency in youth. I prioritize listening, looking below surface concerns, and building relationships with multiple stakeholders.

CAREER HISTORY

Sustainable Agriculture Education

2012 to present

Service-Learning Manager

- **Supervise and instruct service-learning program** for partnering high schools. Develop and teach curriculum incorporating current trends in youth development. Train and evaluate a staff of four, establishing program goals, conducting and summarizing program evaluation.
- **Outreach, interview, hire** and support supervision for summer youth internships.

Fierce Allies

2011 to present

Fierce Allies Fellow

- **Trainer-in-Training** assisting Fierce Allies trainings with clients who are addressing historic grievances about power and privilege in their workplace using restorative justice, mediation, somatic therapy, meditation, and popular education tools.
- **Developing curriculum** and website materials. Assisting with administrative duties.
- **Supervising** interns, coaching clients.

Oakland Museum of California

2007 to 2012

Natural Sciences Program Coordinator/ Partnership and Exhibit Developer

- **Initiated paid youth development internship program** for high school students in Oakland. Recruited and supervised 8-10 interns, yearly, as they created films with iMovie, co-taught field trips and planned museum events, for their peers. Developed curriculum for team building.
- **Developed and presented curriculum and assessments** for inquiry-based education with partner schools in Oakland. Conducted extensive evaluations, and wrote reports.
- **Hired, trained, and supervised community liaisons** to include families more deeply in existing programs. Trained and supervised team of 10 docents doing field instruction with students. Offered staff resources to make the museum more "youth friendly."
- **Served as liaison with OUSD teachers and administrators** in coordinating museum offerings.
- **Built and maintained partner relationships** with diverse communities, in Oakland and throughout the state, to collaborate and co-create exhibit components about human and ecological health.
- **Planned and supervised field trips** to sites throughout the Bay Area. Trained chaperones.
- **Organized and staffed events** for schools and visitors of 50-500 people.

National Park Service

2003-2007

Golden Gate National Recreation Area, Zion and Capitol Reef National Parks

Acting Education Coordinator/Interpretive Park Ranger

- **Developed and conducted new and ongoing interpretive programs** for youth and families about the natural and human history of the parks, including logistics, training, publicity, staffing.

Suzanne Pegas

33 Entrada Ave. • Oakland, CA. 94611

(510) 652-1049 • Suzpeg@gmail.com

- **Served as a communications liaison** within the park for a staff of 150.
- **Supervised instructors and youth volunteers.** Conducted ongoing training and evaluation.

Skyline High School, Oakland Unified School District

1998-2003

Social Studies Teacher- U.S. History, Government and Economics, including ELD classes

- **Created original curriculum** aligned with State Standards, making a daily plan for 160 students a year. Gave detailed written feedback to students, maintained grades and statistics.
- **Mentored high school juniors and seniors**, addressing issues of school violence, setting short and long-term goals for their future, and focusing on job-readiness, leadership, citizenship, career skills and life skills.
- **Trained and mentored student teacher**, new teachers, and student leaders/future educators.
- **Supported strategic development and fundraising for a campus youth center** that now assists students with academic, psychological and health needs.
- **Organized and facilitated meetings** of up to 40 teachers and administrators to prepare for the school's accreditation. Helped plan and staff school activities

Prior Experience

- **Six years in mentorship, casework, employment and life skills coaching** with homeless and developmentally disabled adults, and physically disabled youth, doing project management, school/college success support, overseeing budgets, supervision, and advocacy.
- **Public speaking and organizing background** including facilitating groups with diverging interests working for consensus, trainings, performing music, and radio appearances.

AWARDS

- Career Development Grant, American Association of University Women, 2006
- On the Spot Award, National Park Service, 2005
- Associated Student Body Outstanding Teacher Award, 2002
- Prudential Realty Excellent Teacher Award, 2000

TRAININGS

- Challenging Racism Systematically, Applied Research Center, 2011
- "The UNtraining," a program for unlearning white liberal racism 2008-2010
- Intermediate Spanish, Baja California Language College, 2008 and 2009
- Evaluation Training, NOAA 2008
- CPR and First Responder, 2004, 2006, 2008
- Multicultural teaching strategies, NOAA, 2007
- Certificate in Collaborative Problem Solving, UC Davis, 2007

EDUCATION

- San Francisco State University. MA, Education, 2008
- California State University, Hayward. Single Subject Teaching Credential, Social Studies, 1998
- University of California, Berkeley. BA, Social Science, 1995

INTERESTS AND ACTIVITIES

- Regular meditation practice of 10 years
- Reading, speaking, and studying Spanish
- Volunteering for the East Bay Regional Parks and East Bay Meditation Center

