

Board Office Use: Legislative File Info.	
File ID Number	15-0489
Introduction Date	3-25-15
Enactment Number	15-0388
Enactment Date	3/25/15



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) 3/25/15

Subject Professional Services Contract - Jacques LaCour
- 400/Oakland Adult & Career Education (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and Jacques LaCour. Services to be primarily provided to 400/Oakland Adult & Career Education for the period of February 1, 2015 through June 30, 2015.

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

Staff has decreased from 300 to: 17 teachers, 1 GED testing coordinator, 1 administrative assistant, 1 office manager, 1 program coordinator/administrator, 1 coordinator for the Regional Consortium. Current instructional offerings are GED test preparation, Career Technical Education/Project Search, ESL Family Literacy and Computer Family Literacy. The current staff serves a total of 1500 adult students. Based on the most recent proposals for Adult Education in California (October 2014), OACE anticipates 2015-16 to be a transitional year toward renewed Adult Education funding starting 2016-17. This is an opportunity to create a vision of OACE within the Regional Consortium, and to strategically plan for OACE program renewal and development.

Discussion
One paragraph summary of the scope of work.

OACE will engage in a strategic planning process which will coordinate with the WASC continuous school improvement process, and with the Regional Consortium coordination, articulation and development of pathways between adult schools and the community college district. The project goals are to develop a vision of OACE beginning 2016-17 and to develop a transitional plan for 2015-16. Issues to be included are strategic budgeting, staffing, facility and outreach. The process will include a rigorous process of community, business and staff engagement

Recommendation Ratification of professional services contract between Oakland Unified School District and Jacques LaCour. Services to be primarily provided to 400/Oakland Adult & Career Education for the period of February 1, 2015 through June 30, 2015.

Fiscal Impact Funding resource name (please spell out) Y&H SODA-INSTRUCTIONAL 9170
not to exceed \$ 20,000.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Insurance Certification
- TB screening documentation
- Statement of qualifications

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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2014-2015

This Agreement is entered into between Jacques LaCour

(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 February 1, 2015, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$84,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$84,100, whichever is later. The work shall be completed no later than June 30, 2015.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Twenty Thousand Dollars Dollars (\$ 20,000.00) [per fiscal year], at an hourly billing rate not to exceed \$ 90.00 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: \$1500.00 is budgeted to support stakeholder input, \$500.00 for meeting supplies and materials

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:* meeting supplies and materials which shall not exceed a total cost of \$ 500.00.
- 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:

Professional Services Contract

OUSD Representative:

Name: Sue Pon, Coordinator
Site /Dept.: 400/Oakland Adult & Career Education
Address: McClymonds Educational Complex , 2607 Myrtle St #112
Oakland, CA 94607
Phone: (510) 336-7529; (510) 273-2310
Email: sue.pon@ousd.k12.ca.us

CONTRACTOR:

Name: Jacques LaCour
Title: Consultant
Address: 2614 Madeline Street
Oakland CA 94602-3313
Phone: (510) 531-3292
Email: jclacour@hotmail.com

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 from OUSD's Risk Management.) 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.

13. **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 controlled substances, alcohol or tobacco on these sites.
 14. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
 15. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR 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. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
 16. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
 17. **Termination:** OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
 18. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.
- In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONTRACTOR related persons, employee, representative or agent from an OUSD school site and, or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.
19. **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.
 20. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
 1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
 21. **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.
 22. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted

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, 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 without the prior approval of OUSD Human Resources.

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.sam.gov/).

- 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.

- 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.

- 31. W-9 Form: If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.

OAKLAND UNIFIED SCHOOL DISTRICT

[Signature]
 President, Board of Education
 Superintendent or Designee

[Signature]
Secretary, Board of Education

CONTRACTOR

[Signature]
Contractor Signature

Jacques LaCour Consultant
Print Name, Title

Form approved by OUSD General Counsel for 2014-15 FY

File ID Number: 15-0489
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By: O.S.

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.

The project goals are to develop a vision of OACE beginning 2016-17 and to develop a transitional plan for 2015-16. Issues to be included are strategic budgeting, staffing, facility and outreach. The process will include a rigorous process of community, business and staff engagement.

The strategic planner will provide a variety of work including the following:

- Set-up and facilitate input meetings and sessions for staff, students, partners, community focus groups, and other stakeholders.
- Document strategic planning process, including notes from stakeholder input.
- Coordinate with OACE leadership
- Develop a draft strategic plan for review by May 2015.
- Produce a final strategic plan by June 2015, in alignment with the Regional Consortium and WASC processes.

Professional Services Contract

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.

Based on the most recent proposals for Adult Education in California (October 2014), OACE anticipates 2015-16 to be a transitional year toward renewed Adult Education funding starting 2016-17. This is an opportunity to create a vision of OACE within the Regional Consortium, and to strategically plan for OACE program renewal and development.

The contractor will assist with the completion of all project goals which in which include developing a vision of OACE beginning 2016-17, develop a transitional plan for 2015-16. Issues to be included are strategic budgeting, staffing, facility and outreach. The process will include a rigorous process of community, business and staff engagement.

Some initial guiding questions include:

- What kind of adult education program do we want to build?
- What are the steps in building such a program? What are the priorities?
- How do we build upon our current foundation of GED, ESL Family Literacy and Computer Family Literacy instruction?
- How will we coordinate more effectively within OUSD?
- How can we partner more effectively with the community colleges, community based organizations and local business?

The contractor's completed plan will confirm how through the strategic planning process, OACE will be able to grow in a thoughtful manner that meets the complex needs of the Oakland community, with integrity and accountability.

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

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

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

Please select:

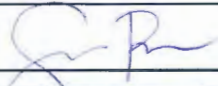
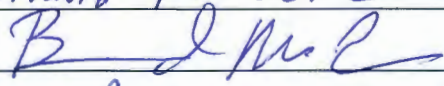
- Action Item included in Board Approved CSSSP** (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. 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.
 2. Meeting announcement for meeting in which the CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

Consultant Fingerprint/Criminal Background Check Waiver Request

Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Jacques LaCour		
Originator Name	Sue Pon, Coordinator	Site or Department	Oakland Adult & Career Education
Which sites or locations will the contractor be working at?	400 Oakland Adult & Career Education		
TB Clearance Requirement			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
How is this contractor going to meet the TB clearance requirement?			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input type="checkbox"/>	

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]		
CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))		
OUSD Representative's Name	Sue Pon	Title Coordinator
OUSD Representative's Signature		Date 01.30.15
Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)		
Approver Name	Bernard McCune	Title Deputy Chief
Approver Signature		Date
Reason for Approval: no student contact.		

OUSD Consultant General Liability Insurance Reduced Insurance Requirement or Waiver Request

Directions

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Information for Consultants." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have NO interaction with students.

Steps:

1. OUSD Contract Originator completes request form
2. OUSD Contract Originator submits request form and **copy of contract** with Scope of Work to Risk Management at 1025 2nd Avenue, Room 115A or email cynthia.grice@ousd.k12.ca.us.
3. Risk Management considers request and returns form within 7 business days to OUSD Contract Originator
4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

Contractor Name	Jacques LaCour	Contract Amount	\$ 20,000.00
OUSD Originator Name	Sue Pon	Site / Department	Oakland Adult and Career Ed

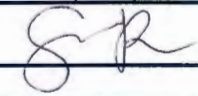
Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?

NO CONTACT WITH STUDENTS; specific support for Adult and Career Education; minimal work fiscal year 2014-2015 - February to June.

Signature of Contract Originator Requesting Waiver

If submitted via email, type name and send from principal or manager's email account.

OUSD Principal or Manager



Date 01.30.15

Risk Management

Approved: Based on the scope of work provided, I approve the following adjustment to the General Liability Insurance requirement for this contract:

Reduced Requirement : \$ _____ Waiver of General Liability Insurance Requirement

Reason for reduction or waiver: _____

Denied: Unfortunately, this contract does not qualify for a reduction or waiver

Denial Reason: _____

Signature

Date

[View assistance for Search Results](#)

Search Results

Current Search Terms: jacques* lacour*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>
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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Jacques LaCour

Adult Education Consultant

jclacour@hotmail.com 510.531.3292

Professional Experience

Director/Sr. Research Analyst, California Adult Literacy Professional Development Project (CALPRO), American Institutes for Research (AIR)
(2010–2014)

Managed a range of professional development opportunities statewide for more than 350 adult education providers funded by the California Department of Education. Lead development and implementation of Communities of Practice and Professional Learning Communities initiatives. Facilitated development of trainers and facilitators. Liaised with California Department of Education representatives. Managed a staff of five, a cadre of approximately 55 trainers and consultants, and a budget of \$1.43M.

Assistant Director, Oakland Unified School District, Adult and Career Education (2007–2010)

Provided management of Instructional Support Services: Responsible for program planning, performance measurement, professional development, teacher evaluation, and data and accountability. Assisted in strategic planning, budgeting, policy development, and agency redesign.

Administrator on Special Assignment, Oakland Unified School District, Adult and Career Education
(2006–2007)

Developed and implemented system for evaluating 250+ faculty members. Developed and implemented system for departmental and agency-wide program planning and professional development.

Principal, Neighborhood Centers Adult School, Oakland Unified School District (2005–2006)

Supervised approximately 120 faculty and staff of Oakland's largest adult school, serving approximately 10,000 students.

Vice Principal, Mt. Diablo Unified School District, Adult Education (2001–2005)

Responsible for ESL, Citizenship, Community-Based English Tutoring, Parent Education and Adults with Disabilities programs. Provided oversight of EL Civics Technology Plan and WASC Schoolwide Professional Development action plan.

Program Coordinator, ESL/Citizenship, Mt. Diablo Unified School District
(1991–2002)

Coordinated student registration and assessment, instruction, curriculum development and special projects. Recruited and provided professional development for 56 staff, including teachers, instructional assistants, registration assistants, clerical staff, and volunteers for a program serving 3,500 students annually.

Assistant Director, Staff Development Institute, Mt. Diablo Unified School District (1995–1997)

Served as visiting educator to the California Department of Education. Developed, revised, and disseminated training modules in ESL, citizenship, family literacy, networking, and leadership. Trained trainers and conducted regional, state, and national workshops. Collaborated in development and coordination of the Adult Education Programs of Excellence project.

Grant Writer, Mt. Diablo Unified School District (1989–1991)

Researched and prepared foundation and government proposals for various adult education programs. Initiated collaborations among community nonprofits, governmental agencies, and the school district.

Project Assistant, Job Training Program, Mt. Diablo Unified School District (1986–1989)

Designed, coordinated, and implemented new courses under the Carl Perkins Adult Training and Retraining Program. Established and facilitated advisory committees and supervised job development and job placement activities.

Project Coordinator, Targeted Assistance Program, Mt. Diablo Unified School District (1984–1986)

Managed a federally funded, 2-year program providing vocational training, ESL instruction, and job placement for immigrants and refugees. Established classes, recruited teachers, secured sites, supervised clients, developed jobs, and provided community and agency liaison.

Professional Affiliations

CATESOL: Adult Level Assistant Chair (1998) and Chair (1999). Chair, Nominations Committee, 2001. Wrote testimony resulting in an amended state plan.

Technology Integration Advisory Board Member, Outreach and Technical Assistance Network.

Co-founder and continuing member of East Bay ESL Network.

California Council for Adult Education: Served as Contra Costa chapter president, 1989; member since 1986.

Professional Presentations (selected sessions)

Presentations at ACSA adult education conferences, CATESOL state and regional conferences, CCAE state and regional conferences, COABE conferences, various adult schools, and through the ESL Teacher Institute, the Staff Development Institute, and CALPRO.

Why You Want Your School to Function as a PLC

Silver Linings and Golden Opportunities: Taking Advantage of a Post-Budget Act World in California Adult Education

Aligning ESL Programs to the California Model Standards

Mentoring in Adult Education

Program Planning

Performance Measurement: Student Outcomes in Accountability Systems

What Is Teaching?

Everything You Always Wanted to Know about Becoming an Adult ESL Teacher

From Checklist to Rubric

On the Road to Professional Development Paradise

Foundation-Building: Transitioning From Professional Development to Professional Learning Communities

Backward Design

How to Start a Network for Adult Educators

Education

1982–1984, University of California at Berkeley, 40 semester units completed in Linguistics Ph.D. program

1980, California State University Long Beach, B.A., French

Professional Credentials and Certifications

2007, California State University East Bay, Professional Administrative Services Credential

1990, California State University, East Bay, Clear Designated Subjects Adult Education Teaching Credential

1981, California State University Long Beach, Certificate in Teaching English as a Second Language

Honors and Awards

Innovation in Adult Education Award, California Adult Education Administrators' Association, 2011

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2014-2015

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.sam.gov/>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) veronica.richardson@ousd.k12.ca.us

Contractor Information

Contractor Name	Jacques LaCour	Agency's Contact	Jacques LaCour
OUSD Vendor ID #	I006574	Title	Consultant
Street Address	2614 Madeline Street	City	Oakland
Telephone	(510) 531-3292	State	CA
		Zip	94602-3313
		Email (required)	jclacour@hotmail.com
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Worked as an OUSD employee?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	February 1, 2015	Date work will end	June 30, 2015	Other Expenses	\$ 500.00
Pay Rate Per Hour (required)	\$ 90.00	Number of Hours (required)	222		

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
9170	Y&SODA INSTR	4004125101	5825	\$ 18,904.00
0506	ADULT ED STATE	4004110161	5825	\$ 1,096.00
			5825	
Requisition No. (required)	R0153175	Total Contract Amount		\$ 20,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

- OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

1.	Administrator / Manager (Originator)	Name	Sue Pon, Coordinator	Phone	(510) 336-7529; (510) 273-2310
	Site / Department	400/Oakland Adult & Career Education		Fax	(510) 874-3769
	Signature			Date Approved	
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input 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 (SPSA)				
	Signature			Date Approved	
3.	Regional Executive Officer				
	<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				
4.	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input checked="" type="checkbox"/> Over <input type="checkbox"/> \$50,000				
	Signature			Date Approved	2/4/15
	Superintendent, Board of Education Signature on the legal contract				
Legal Required if not using standard contract		Approved		Denied - Reason	
Procurement	Date Received		PO Number	P1506310	