

Requisition No. / Purchase Order No.
R19-01194 / P19-00022

Independent Contractor Agreement

This Agreement is entered into between the Alameda County Office of Education (ACOE) and Nicole Anderson (CONTRACTOR). ACOE 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 is specially trained, experienced, and competent to provide such services.

The parties agree as follows:

- 1. Services:** CONTRACTOR agrees to provide the following services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.)
 Facilitation of Equity related content in order to build internal capacity to provide optimal services and support to districts' focus on sustainability closing equity gaps.
 Professional Dev. for county leadership focused on equity and cultural awareness, research based strategies, data collection/analysis and equity action plan development.
- 2. Terms:** CONTRACTOR shall commence work on 10/17/18. The work shall be completed no later than 12/03/18.
- 3. Compensation:** For the full performance of this Agreement, ACOE shall pay CONTRACTOR a total fee of Two thousand five hundred Dollars (\$ 2,500.00), payable as follows:
- 4. Insurance:** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of n/a Dollars (\$) per occurrence for bodily injury and property damage. The coverage shall be primary as to the ACOE and shall name the ACOE as an additional insured. Evidence of insurance is attached. [Note: This section is optional depending on the nature of the services to be provided.]
- 5. Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of the Agreement except:
- 6. Notices/Invoicing:** 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:

ACOE Contract Coordinator/Representative:	CONTRACTOR*
Name: <u>Ingrid Roberson</u>	Name: <u>Nicole Anderson</u>
Division/Dept.: <u>Learning and Accountability</u>	Title: <u>Educational Equity Consultant</u>
Location/Site: <u>Alameda County of Education</u>	Address: <u>5841 Cabernet Dr</u>
Address: <u>313 W Winton Ave</u>	<u>Vallejo, CA 94591</u>
<u>Hayward, CA 94544</u>	
Phone: <u>510-676-4201</u>	Phone: <u>916-539-7161</u>

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 in address.

* Non-residents are subject to withholding unless exempt by statute.

7. Approval: This Agreement (2 pages total) shall become effective upon its approval by the undersigned persons.

Alameda County Office of Education:	Contractor:
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Date: <u>10/12/18</u>	Date: <u>10/11/2018</u>

Account Code(s)	\$ Distrib	Account Code(s) (Cont'd)	\$ Distrib	Tot
<u>0100-0000-0-8600-2100-5800</u>	<u>2,500.00</u>			2,500.00
<u>0000-00-3000</u>				

- 8. Status of Contractor:** This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Workers' Compensation coverage for CONTRACTOR'S employees and for payment of all federal, state, and local payroll taxes for and on behalf of CONTRACTOR's employees.
- 9. Fingerprinting:** By execution of this Agreement, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation, and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the ACOE determines that the CONTRACTOR and CONTRACTOR's employees will have limited contact with pupils.

In making this determination, the ACOE will consider the totality of the circumstances, including factors such as the length of time the CONTRACTOR and CONTRACTOR's employees will be on the grounds of ACOE sites and whether pupils will be in proximity to the site where the CONTRACTOR and CONTRACTOR's employees will be alone or with others.

A. ACOE Determination of Fingerprinting Requirement Application

ACOE has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR's employees (check one of the following):



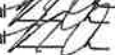
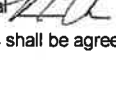
- are subject to the fingerprinting requirements of Education Code Sections 45125.1 and/or 45125.2, and Paragraph B (below) is applicable.
- are NOT subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2, and Paragraph C (below) is applicable.

B. If the ACOE has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that: (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to the ACOE that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to the ACOE a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.

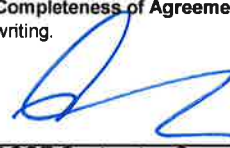
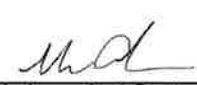
C. Even if the ACOE has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR's employees on an ACOE site: (1) CONTRACTOR and CONTRACTOR's employees shall check in with the main office on site each day immediately upon arrival; (2) CONTRACTOR and CONTRACTOR's employees shall inform site office staff of their proposed activities and location on the site; (3) Once at such location, CONTRACTOR and CONTRACTOR's employees shall not change locations without contacting the site office; (4) CONTRACTOR and CONTRACTOR's employees shall not use student restroom facilities; and (5) If CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR's employees shall immediately contact the site office and request that a member of the ACOE staff be assigned to the work location.

- 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 ACOE.
- 12. Non-Discrimination:** ACOE shall be free from unlawful discrimination, including discriminatory harassment, intimidation, and/ or bullying, against any person based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics in programs and activities conducted by ACOE, which is funded directly by, or that receives or benefits from any state financial assistance. (Education Code 200, 220, 234.1, Government Code 11135, 5 CCR 4610, Penal Code 422.55.)
- 13. Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend ACOE and its officers, agents, and employees from any and all claims and losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with its performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend ACOE and its 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.
- 14. Copyright:** Any written and training products produced under this Agreement shall be a work for hire and shall be the property of ACOE. ACOE shall have the right to secure a copyright and the product may not be used, in any manner, without ACOE's written permission.
- 15. 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.
- 16. Termination:** ACOE may at any time terminate this Agreement upon written notice to CONTRACTOR. ACOE shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, ACOE may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, ACOE may secure the required services from another contractor. If the cost to ACOE exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
- 17. Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees. This Agreement shall be governed by the laws of the State of California.

18. Retirement Reporting Requirements: ACOE reports creditable service of employees and independent contractors to CalPERS and CalSTRS retirement systems as required by California law. Individuals and sole proprietors serving as independent contractors are required to answer the questions below certifying whether or not they are or ever have been a member of CalPERS or CalSTRS. If a contractor is a member of CalPERS or CalSTRS and ACOE deems the services to be rendered under this agreement to the creditable service as defined in law, ACOE will notify the contractor in writing of said determination and the associated reporting requirements. Retired CalSTRS and CalPERS members serving as independent contractors retain sole responsibility for complying with postretirement earnings limitations as established by CalPERS and CalSTRS as applicable.

- | | | | | | |
|--------------------------------------------|-----------------------------------------|----------------------------------------|---------------------------------|-----------------------|-------------------------------------------------------------------------------------|
| A. Have you ever been a member of CalPERS? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> Unsure | Contractor to initial |  |
| B. Are you a CalPERS retiree? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> Unsure | Contractor to initial |  |
| C. Have you ever been a member of CalSTRS? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> Unsure | Contractor to initial |  |
| D. Are you a CalSTRS retiree? | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO | <input type="checkbox"/> Unsure | Contractor to initial |  |

19. Completeness of Agreement: This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.

	10/12/18		10/9/2018
ACOE Contractor Coord./Representative	Date	Independent Contractor	Date

Alameda County Office of Education

Contractor / Consultant Exemption from Department of Justice Clearance Requirements

After review of the scope of the attached Contractor/Consultant agreement, the Alameda County Office of Education (ACOE) and the Contractor/Consultant named in the attached contract do certify by their signatures below that the Contractor/Consultant or any of their employees or representatives will have no reason under the parameters of the scope of work to have any unsupervised access to any student (s) at school sites under the jurisdiction of ACOE.

Please "✓" if the following applies to this agreement:

- Contractor acknowledges that s/he is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code Section 45125.2 Contractor shall (a) install a physical barrier to limit contact with students, or (b) provide for the continuous supervision and monitoring of the contractors by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor's employees by a district employee.

Both parties understand that failure to disclose a change in the student access under this contract will be grounds for cancellation.

Special Conditions Required for this Exemption:

Blank lines for special conditions.

If ACOE determines that fingerprinting is not required, the following conditions apply to any work performance by the Contractor's employees on a school site: (1) Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Contractor's employees shall not change locations without contacting the school office; (4) Contractor's employees shall not use student restroom facilities; and (5) If Contractor's employees find themselves alone with a student, Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to work location.

Alameda County Office of Education

Handwritten signature of Program Manager

Program Manager Signature

Handwritten date: 10/12/18

Date

Ingrid Roberts, Chief of Learning & Accountability

Printed Name and Title

Handwritten signature of Human Resources

Human Resources Signature

Handwritten date: 10/10/18

Date

Contractor/Consultant

Handwritten signature of Contractor/Consultant

Contractor/Consultant Signature

10/10/2018

Date

Nicole Anderson

Educational Equity Consult

Printed Name and Title



**ALAMEDA COUNTY
OFFICE OF EDUCATION**
L. Karen Monroe, Superintendent

Program Name: Learning and Accountability Division-Equity Leadership Professional Services

SCOPE OF WORK PROSPECTUS

Contractor: Nicole Anderson Consulting

DATES	SERVICE	EXPECTED OUTCOME/PRODUCTS	HOW	STAFFING	COST
October 17, 2018	½ workshop	Capacity Building <ul style="list-style-type: none"> Define and develop leadership team Equity work alignment with federal, state, and district initiatives and policy 	Facilitation of equity related content in order to build internal capacity to provide optimal services and support to districts' focus on sustainability closing equity gaps.	1 Consultant	\$2500
12/03, 2018	½ day professional development session	<ul style="list-style-type: none"> Strategic planning to expand work across divisions/departments Launch Equity Initiative Needs Assessment <ul style="list-style-type: none"> Identify need and focus Identify barriers and equity gaps Review key data points Awareness <ul style="list-style-type: none"> Develop a lens to examine policy/practice that yield equity gaps Define equity definition 	Professional development provided for county leadership focused on equity and cultural awareness, research based strategies, data collection/analysis and equity action plan development. Alignment of equity driven professional learning activities with current county focus areas while integrating equity work across departments within the county office.		

Concurred:

Contractor

10/9/2018

Date

Alameda County Office of Education

10/12/18

Date

Alameda County Office of Education
313 West Winton Avenue
Hayward, CA 94544-1198

Questionnaire For Determining Independent Contractor Withholding Status

CONTRACTOR NAME: Nicole Anderson

All staff members recommending the employment of an independent contract consultant are responsible for completing the "Questionnaire for Determining Independent Contractor Withholding Status"
**** CORPORATIONS ARE NOT REQUIRED TO COMPLETE THIS FORM ****

PART I

1. **Has the category of worker been classified as an "employee" by the IRS?** Yes No
- The IRS has determined that the following types of workers are normally classified as employees:
- | | | |
|---------------------------------|------------------------------------------|----------------------------------------------|
| Administrator | Examination Monitor | SAT Prep Class Teacher |
| Athletic Coach | Individual "filling in" on interim basis | School Bus Driver |
| Attendance/Outreach Consultant | Librarian | Specialty Teacher (art, poetry, music, etc.) |
| Cafeteria Worker | Licensed Clinical Social Worker | Sub Teacher/Instructor |
| Categorical Program Coordinator | Nurse | Teacher/Instructor |
| Clerical Staff | Proctor | Tutor |
| Counselor | Psychologist | |
2. **Is the individual an employee of ACOE in another capacity?** Yes No
3. **Has the individual performed substantially the same services for ACOE as an employee in the past?** Yes No
4. **Are there currently employees of ACOE doing substantially the same work as will be required of the individual you are hiring?** Yes No

If the answer to **ANY** of the above questions is **YES** - - - - **STOP HERE.**
Do not complete the rest of the questions. The individual is an employee of ACOE and must be paid and reported accordingly.

If **ALL** of the above answers are **NO**, continue to **PART II** on the next page.

PART II

1. Instructions

Is the worker required to comply with employer's instructions about when, where, and how to work?

Yes No

2. Training

Is training required? Does the worker receive training from or at the direction of the employer, includes attending meetings and working with experienced employees?

Yes No

3. Integration

Are the worker's services integrated with activities of the company? Does the success of the employer's business significantly depend upon the performance of services that the worker provides?

Yes No

4. Services rendered Personally

Is the worker required to perform the work personally?

Yes No

5. Authority to hire, supervise and pay assistants

Does the worker have the ability to hire, supervise and pay assistants for the employer?

Yes No

6. Continuing Relationship

Does the worker have a continuing relationship with the employer?

Yes No

7. Set Hours of Work

Is the worker required to follow set hours of work?

Yes No

8. Full-time Work Required

Does the worker work full-time for the employer?

Yes No

9. Place of Work

Does the worker perform work on the employer's premises and use the company's office equipment?

Yes No

10. Sequence of Work

Does the worker perform work in a sequence set by the employer? Does the worker follow a set schedule?

Yes No

11. Reporting Obligations

Does the worker submit regular written or oral reports to the employer?

Yes No

12. Method of Payment

How does the worker receive payments? Are there payments of regular amounts at set intervals?

Yes No

13. Payment of Business and Travel Expenses

Does the worker receive payment for business and travel expenses?

Yes No

PART II

- 14. Furnishing of tools and materials** Yes No
 Does the worker rely on the employer for tools and materials?
- 15. Investment** Yes No
 Has the worker made an investment in the facilities or equipment used to perform services?
- 16. Risk of Loss** Yes No
 Is the payment made to the worker on a fixed basis regardless of profitability or loss?
- 17. Working for more than one company at a time** Yes No
 Does the worker only work for one employer at a time?
- 18. Availability of services to the general public** Yes No
 Are the services offered to the employer unavailable to the general public?
- 19. Right to discharge** Yes No
 Can the worker be fired by the employer?
- 20. Right to quit** Yes No
 Can the worker quit work at any time without liability?

SCORING

If there is a high number of 'yes' marks, then it will most likely indicate the presence of an employment relationship, a high number of 'no' marks may or may not indicate a contractor relationship.

FOR ACOE USE ONLY	
PREPARERS CERTIFICATION	REVIEWED AND APPROVED
<p>I certify that the answers to the above questions accurately reflect the anticipated working relationship.</p> <div style="text-align: center; margin-top: 20px;"> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Prepared by ACOE Originator Date </div>	<div style="text-align: center; margin-top: 20px;"> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Business Office Signature Date </div>

REPORT OF INDEPENDENT CONTRACTOR(S)



05420101



See detailed instructions on reverse side. Please type or print.

SERVICE-RECIPIENT (BUSINESS OR GOVERNMENT ENTITY):

DATE 100918	FEDERAL ID NUMBER 94-6002421	CA EMPLOYER ACCOUNT NUMBER 21300001	SOCIAL SECURITY NUMBER
SERVICE-RECIPIENT NAME / BUSINESS NAME Alameda County Office Of Education		CONTACT PERSON Joshua Roben	
ADDRESS 313 West Winton Ave		PHONE NUMBER 510 670-4268	
CITY Hayward		STATE CA	ZIP CODE 94544

SERVICE-PROVIDER (INDEPENDENT CONTRACTOR):

FIRST NAME Nicole	MI	LAST NAME Anderson	UNIT/APT
SOCIAL SECURITY NUMBER 82-390384	STREET NUMBER 5841	STREET NAME Cabernet Dr	UNIT/APT
CITY Vallejo	STATE CA	ZIP CODE 94591	
START DATE OF CONTRACT 101718 M M D D Y Y	AMOUNT OF CONTRACT 2500.00	CONTRACT EXPIRATION DATE 120418 M M D D Y Y	CHECK HERE IF CONTRACT IS ONGOING

FIRST NAME	MI	LAST NAME	UNIT/APT
SOCIAL SECURITY NUMBER	STREET NUMBER	STREET NAME	UNIT/APT
CITY	STATE	ZIP CODE	
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS ONGOING
M M D D Y Y		M M D D Y Y	

FIRST NAME	MI	LAST NAME	UNIT/APT
SOCIAL SECURITY NUMBER	STREET NUMBER	STREET NAME	UNIT/APT
CITY	STATE	ZIP CODE	
START DATE OF CONTRACT	AMOUNT OF CONTRACT	CONTRACT EXPIRATION DATE	CHECK HERE IF CONTRACT IS ONGOING
M M D D Y Y		M M D D Y Y	

RECEIVED
 2018 OCT 12 AM 9:33

MAIL TO: Employment Development Department • P.O. Box 997350, MIC 96 • Sacramento, CA 95899-7350
or Fax to 916-319-4410



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DOCUMENT ROUTING SHEET



Type of Document (Attach contractor documents)	
<input checked="" type="checkbox"/>	Independent Contract Agreement (ICA)
<input type="checkbox"/>	Memorandum of Understanding (MOU)
<input type="checkbox"/>	Grant Document(s)
<input type="checkbox"/>	Contract
<input type="checkbox"/>	Other (please explain):



Contact:	Leilani H.
Phone #:	4168
Date Initiated:	10/12/18
Due Date:	10/16/18



Financial Information (if applicable)				
Vendor Name:	Nicole Anderson		<input type="checkbox"/>	ACOE Expense
Amount:	2500.00	Funding Source:	<input type="checkbox"/>	ACOE Income
Indirect:	(ACOE Approved) %	(Other Rate) %	<input type="checkbox"/>	Other (explain below)
Period Date (start & end):	10/17/18 & 12/03/18		Budget #: 0100-0000-0-8600-2100-5800-000-00-3000	



Document Explanation/Comments
Facilitation of Equity related content in order to build internal capacity to provide optimal services and support to districts' focus on sustainability closing equity gaps. Professional Dev. for county leadership focused on equity and cultural awareness, research based strategies, data collection/analysis and equity action plan development.



Required to Review	Initials*	Approved (circle one)		PRINT name next to title <small>*initials mean that the person has reviewed the attached document for accuracy and all necessary documents are included</small>	Date Reviewed
<input type="checkbox"/>		Y	N	Program Manager (if applicable)	
<input checked="" type="checkbox"/>	DK	(Y)	N	Director III, Fiscal Services	10-15-18
<input type="checkbox"/>		Y	N	Executive Director	
<input checked="" type="checkbox"/>	Ge	(Y)	N	Division Chief	10/12/18
<input type="checkbox"/>		Y	N	CBO or CFO	
<input checked="" type="checkbox"/>	Am	(Y)	N	Human Resources (for ICA only)	10/16/18

Please refer to the **back page** for guidelines to complete this form.

See Back