

Alameda County Office of Education

Educational Services
313 W. Winton Ave
Hayward, CA 94544

(510) 670-4248 FAX

PURCHASE ORDER

NO: B20-00216

DATE 09/16/2019

SHIP TO:

Educational Services
313 W. Winton Ave., Rm 220
Hayward, CA 94544-1136

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

ORDERED FROM:

FAX:

Nicole Anderson Consulting
5841 Cabernet Drive
Vallejo, CA 94591

ORDER LOCATION				REQUISITIONER	REQUISITION #
EDSV - Educational Services				Leilani Hebert	R20-00603
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	Independent Contract Agreement with Nicole Anderson Consulting for 2019-20 fiscal year. Please email Vendor P.O and copy of signed contracts to: Rhonda Morgan, info.nicoleanderson@gmail.com	52,500.00	\$52,500.00
				Order Sub-Total	\$52,500.00
				Sales Tax	.00
				Shipping	.00
				Adjustment	.00
				Order Total	\$52,500.00



Contract Checklist/Routing Sheet

Initial/Date after Reviewing Contract: XAP
 Assoc. Supt. XAP
 HR _____

R20-60603

SUMMARY OF CONTRACT

Contractor Name: Nicole Anderson Consulting

Contract Amount: 52,500.00

Term of Contract (start/end dates): 9/1/19-6/30/20

ACOE Expense
 ACOE Income

Document Explanation/Summary of Scope of Work:
 Facilitation of Equity related content in order to build capacity to provide optimal services and support to districts focus on sustainability closing equity gaps.

Department Head Signature: [Signature] **Date:** 8/26/19

Division Head Signature: [Signature] **Date:** 8/26/19

1) Is the contractor currently working for any school district, County Office of Education (COE) or any public agency who participates in CalPERS/STRS? YES NO

a) If YES, complete a Memorandum of Understanding (MOU) with the school district, COE, or public agency. The contractor will be paid by the school district, COE, or public agency

b) If NO, has the contractor ever been a member of PERS/STRS? YES NO
 If YES, how many years? 15

a) If five (5) or more years, the contractor will be paid as an employee

b) If less than five (5) years, the contractor will be paid as independent contractor

i) If NO, the contractor will be paid as independent contractor

2) Contract packet needs to include the following:

- This form – Completed Contract Checklist/Routing Sheet
- Signed contract¹ from the contractor (at least 2 weeks prior to start of service)
- Snapshot of Requisition in Escape
- Certificate of Insurance (COI) with ACOE named as additional insured
- Internal Revenue Service (IRS) Form W-9 for services only – does not apply if Form W-9 is on file

REC'D 9 SEP '19 PM 2:42
 OFFICE OF ASSOC. SUPT

Contact Person who initiated form: Leilani Extension: 4168

¹ For purposes of this flowchart, contract is defined as "Agreement", "Memorandum of Understanding (MOU), or Contract. These terminologies may be used interchangeably and shall provide the same meaning. Contract shall be provided by the contractor. In the event that the contractor is not able to provide a contract, ACOE may supply a fillable contract template.

RECEIVED
 2019 AUG 27 PM 1:59
 ACOE BUSINESS SACS
 INTERNAL BUSINESS SACS

VENDOR - Blanket **Fiscal Year 2019/20**

Requisition Number R20-00603 **Requisition Date 08/27/2019**

Summary			
Created by	LHEBERT, 8/27/2019	PO #	Goods & Services
Department	EDSV	Responsibility	Academic Dept
Status	Submitted		
On Hold	No	Attachments	None
Requisitioner	Leilani Hebert	Board Date	Non Taxable 52,500.00
Order Site	EDSV - Educational Services		Taxable .00
Delivery Site	EDSV - Educational Services		Tax (9.7500) .00
Delivery Date		Room	Shipping (0.00) .00
Project			Adjustment .00
Info	ICA with Nicole Anderson 2019-20		Requisition Total 52,500.00

Requisition Vendor Information	
939970/1	Nicole Anderson Consulting 5841 Cabernet Drive , Vallejo, CA 94591

Purchasing		
PO Date	PO Printed Date	Buyer -
Quote	Quote Date	

Line Items							Change Level 0
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended	
1 Independent Contract Agreement with Nicole Anderson Consulting for 2019-20 fiscal year. Please email Vendor P.O and copy of signed contracts to: Rhonda Morgan, info.nicoleanderson@gmail.com		EACH	1		52,500.0000	52,500.00	

Accounts				
	Amount	Encumbered	Expensed	Outstanding
0100- 0003- 0- 8600- 2100- 5800- 000- 00- 3000 (2020) DiffAsst,OthSvcs&Oper,L&A Svcs	52,500.00	52,500.00		

History		
08/27/2019	AYLEENA	Status set to Submitted

Approvals						
Level	Sub Level	Status	Approver	Approved By	Approved	Comment
10	0	Approved	AYLEENA	AYLEENA	08/27/19	Submitted by Approver
25	0		JROBEN			
20	0		JROBEN			
50	0		IROBERSON			
20	0		HSCHRAMM			



Requisition No. / Purchase Order No.
R20-00603

Independent Contractor Agreement

This Agreement is entered into between the Alameda County Office of Education (ACOE) and Nicole Anderson Consulting (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 capacity to provide optimal services and support to districts' focus on sustainability closing equity gaps.

2. **Terms:** CONTRACTOR shall commence work on 09/01/19. The work shall be completed no later than 06/30/20.

3. **Compensation:** For the full performance of this Agreement, ACOE shall pay CONTRACTOR a total fee of Fifty two thousand five hundred dollars Dollars (\$ 52,500.00), payable as follows:

4. **Insurance:** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of _____ 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:

Name: L. Karen Monroe
 Division/Dept.: Superintendent
 Location/Site: Alameda County Office of Education
 Address: 313 West Winton Ave
Hayward, CA 94544
 Phone: 510-670-4144

CONTRACTOR*

Name: Nicole Anderson Consulting
 Title: Educational Equity Consultant
 Address: P.O. Box 5475
Vallejo, CA 94591
 Phone: 707-333-8552

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:

By: [Signature]
 Date: 9/4/19

Contractor:

By: [Signature]
 Date: 8/19/2019

Account Code(s)	\$ Distrib	Account Code(s) (Cont'd)	\$ Distrib	
0100-0003-0-8600-2100-5800-000-00-	25,000.00	0100-0003-0-8600-2100-5100-000-00-	27,500.00	Tot 52,500.00
3000		3000		

- 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.

			8/19/2019
ACOE Contractor Coord./Representative	Date	Independent Contractor	Date



**Program Name: Learning & Accountability Division / Executive Director: Ingrid Roberson
SCOPE OF WORK PROSPECTUS**

Contractor: Nicole Anderson Consulting

DATES	SERVICE	EXPECTED OUTCOME/PRODUCTS	STAFFING	EVALUATION	PAYMENT
<p>L&A Division Meeting Pd sessions (3 days total)</p> <ul style="list-style-type: none"> - September 24 - November 12 - January 28 - March 31 - May 12 (full) <p>PD/Training Series</p> <ul style="list-style-type: none"> - 6 days total - Dates tbd <p>Equity Advisory Team Coaching</p> <ul style="list-style-type: none"> - Dates tbd - Monthly based on meeting schedule - 9 days total <p>Executive Leadership Coaching</p> <ul style="list-style-type: none"> - Dates tbd - Monthly (2 hours) - 3 days total 	<ol style="list-style-type: none"> 1. Division Meeting Support 2. Professional Development/Training Series 3. Equity Advisory Team Coaching 4. Executive Leadership Coaching 	<p>Summary: Facilitation of equity related content in order to build capacity to provide optimal services and support to districts' focus on sustainability closing equity gaps</p> <p>Details:</p> <ol style="list-style-type: none"> 1. Division Meeting Support <ul style="list-style-type: none"> • Align equity work with federal, state, and district initiatives and policy (i.e. differentiated assistance, LCAP) • Build awareness/capacity for division teams 2. Professional Development Series for district educators/leaders focused on: <ul style="list-style-type: none"> • Equity leadership • Systems change • Implicit bias • Data driven equity work • Equity action planning 3. Equity Advisory Team Coaching: <ul style="list-style-type: none"> • Define equity leadership roles • Build capacity for facilitation and systems navigation skills • Strategically plan to expand work across the division and agency • Develop systems change approach to division/agency work through action planning 4. Executive Leadership Coaching focus areas: <ul style="list-style-type: none"> • Equity action planning (personal/professional) development/revision • Strategic facilitating of equity work throughout division and agency • Examining policy/practice that yield equity gaps • Shifting conditions for systemic change 	<p>Nicole Anderson Consulting NAC Partner (tentative)</p>	<p>Session evaluations Division survey data</p> <p>Division observation/ interview data</p> <p>Equity action plan progress monitoring</p> <p>Coaching notes</p> <p>CA Data Dashboard</p>	<p align="right">21 Total Days @ \$2500/day</p> <p align="right">Total: \$52,500</p>



Concurred:

M.A.

Contractor

7/9/2019

Date

[Signature]

Alameda County Office of Education

8/13/19

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:

Contractor will not have any contact with students

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

[Signature]

Program Manager Signature

8/26/19

Date

Ingrid Roberson, Chief of Learning and Accountability

Printed Name and Title

[Signature]

Human Resources Signature

9/4/19

Date

Contractor/Consultant

[Signature]

Contractor/Consultant Signature

8/20/2019

Date

Nicole Anderson Consulting

Printed Name and Title

Human Resources Office * 313 West Winton Avenue * Hayward, CA 94544-1198 * (510) 670-4260 * Fax (510) 670-3260



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm GIGI HORTON 1792 TUOLUMNE ST VALLEJO, CA 94589	CONTACT NAME: ANDERSON CEREZO PHONE (A/C, No, Ext): 707.554.1411 FAX (A/C, No): 707.554.1416 E-MAIL ADDRESS: ANDERSON@GIGHORTON.COM
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			97-C5-Z553-5	07/06/2019	07/06/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER L. KAREN MONROE, SUPERINRENDENT ALAMEDA COUNTY OFFICE OF EDUCATION 313 W. WINTON AVE HAYWARD, CA 94544	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CMP-4860.1 ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Policy Number: 97 C5Z553 5

Named Insured:

ANDERSON, NICOLE
DBA NICOLE ANDERSON CONSULTING
5841 CABERNET DR
VALLEJO CA 94591-6311

Name And Address Of Additional Insured Person Or Organization:

ALAMEDA COUNTY OFFICE OF EDUCATION
313 W. WINTON AVE
HAYWARD, CA 94544

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
 - a. **Premises And Ongoing Operations**

Your acts or omissions or the acts or omissions of those acting on your behalf:

 - (1) In connection with your premises; or
 - (2) In the performance of your ongoing operations; or
 - b. **Products-Completed Operations**

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

However, Paragraph 1. above is subject to the following:

 - a. The insurance afforded to the additional insured only applies to the extent permitted by law;
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
 - c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:
 - (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or
 - (2) You are required by contract or agreement to provide for such additional insured.
- We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.