

Services Contract

SDCOE Agreement No. 18190323

[This Agreement, for services is entered into this 1st day of July, 2018, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "County") and Nicole Anderson Consulting (hereinafter referred to as "Consultant") who agrees to provide the following services to the County:]

1. Scope of Services.

Consultant shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

2. Compensation and Reimbursement.

County shall compensate and reimburse Consultant as provided in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

3. Term of Agreement.

The term of this Agreement shall be as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

4. Termination.

This Agreement may be terminated with or without cause by County. Termination without cause shall be effective only upon 60-day written notice to Consultant. During said 60-day period Consultant shall perform all consulting services in accordance with this Agreement. This Agreement may be terminated by County for cause in the event of a material breach of this Agreement, misrepresentation by Consultant in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by County. Termination for cause shall be effected by delivery of written notice of termination to Consultant. Such termination shall be effective upon delivery of said notice.

5. Confidential Relationship.

County may from time to time communicate to Consultant certain information to enable Consultant to effectively perform the services. Consultant shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the County. Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Consultant, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Consultant without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Consultant by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Consultant shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of the County. In its performance hereunder, Consultant shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Consultant acknowledges that the San Diego County Superintendent of Schools is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The San Diego County Superintendent of Schools acknowledges that Consultant may submit information

that Consultant considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Consultant acknowledges that the San Diego County Superintendent of Schools may submit to Consultant information that the San Diego County Superintendent of Schools considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement shall be the property of County and shall be delivered to County by Consultant upon demand.

8. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which County, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

9. Audit.

Consultant agrees to maintain and preserve, until three (3) years after termination of the Agreement with the County and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

10. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Consultant is acting as an independent contractor and not as an officer, agent, or employee of the County.

11. Licenses, Permits, Etc.

Consultant represents and declares to County that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Consultant to practice its profession.

12. Consultant's Insurance.

Consultant shall provide insurance as set forth in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

13. Tuberculosis Clearance.

Consultant shall certify in writing that Consultant's employees, volunteers and subcontractors receive clearance for TB.

14. Pupil Safety/School Safety Act.

Contractor shall comply with all provisions of Education Code section 45125.1 et.sec.as applicable to the determination below. The COUNTY has completed the "Pupil Safety Provisions" below certifying the level of contact that CONTRACTOR is expected to have with COUNTY'S pupils.

_____ The COUNTY has determined that greater then limited contact with pupils may occur under the terms of this contract. Fingerprinting and certification will be required of the contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

_____The COUNTY has determined that limited contact with pupils may occur under the terms of this contract. In lieu of fingerprinting, a COUNTY employee will provide supervision at all times when the CONTRACTOR has contact with pupils.

X The COUNTY has determined that there will be no contact with pupils under the terms of this contract.

The above determination is made by Dr. Jaguanana Lathan



Signature _____ Date June 20, 2018

(County Program Manager/Director)

15. Indemnification.

The Consultant agrees to hold harmless, defend, and to indemnify the County, its officers, agents, and employees against any and all losses, injuries, claims, actions, judgments, and liens arising from, or alleged to have arisen from, the Consultant's performance or lack thereof under this Agreement.

16. Tobacco-Free Facility.

The County is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

17. Notices.

Notices shall be given as described on Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

18. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

19. Compliance with Law.

The Consultant shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination.

20. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

21. Debarment, Suspension or Ineligibility Clause.

By signing this Contract, the Consultant certifies that the Consultant, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and;
- ii. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Consultant certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

22. Final Approval.

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

23. Employment with Public Agency and Retirees.

Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.


24. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

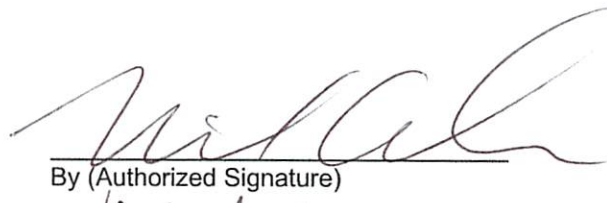
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

NICOLE ANDERSON CONSULTING



By (Authorized Signature)



By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Nicole Anderson

Name (Type or Print)

Assistant Superintendent, Business Services

Title

Consultant

Title

8/1/18

Date

7/11/18

Date

**"SPECIAL PROVISIONS"
EXHIBIT "A"**

A. Scope of Services.

Consultant agrees to perform consulting services as required by County. Consultant shall provide the necessary qualified personnel to perform the services as detailed below.

- Provide expert knowledge and research/literature to County and Kern County Superintendent of Schools (KCSOS) Equity Grant Leadership Team
- Provide one-to-one or group consultation regarding professional learning design and facilitation through phone conferences and/or virtual meetings
- Responds in a timely manner to consultation requests (conversation, materials, meeting dates, etc.)
- Will provide consultation centered around the dates for the Equity Launch, Institutes and Convenings (see table)

Professional Learning (PL)	Date
Equity Launch (Consortium)	August 27-28, 2018
Institute I	October 16, 2018
Institute II	January 29-30, 2019
Institute III	February 21-22, 2019
Convening I (Consortium)	March 20, 2019
Convening II (Consortium)	May 17, 2019

B. Compensation and Reimbursement.

The Term of Agreement shall be for the 2018-19 and 2019-20 school years. The total Agreement cost shall be **\$10,000** over the course of two years. Funds will be distributed as invoiced.

Year 1	<p>Focus: Equity and African American student achievement; Expert Professional Learning Design and Facilitation Consultation for COE Executive Leaders Nicole Anderson consultation services to support design and facilitation of equity professional learning sessions. \$1,250/day X 5 days (8 hours/day) = \$6,250 (\$156.25/hour X 40 hours)</p> <p>Year 1 funds to be distributed as invoiced and not to exceed \$6,250.</p>	\$6,250
Year 2	<p>Focus: Equity and African American student achievement; Expert Professional Learning Design and Facilitation Consultation for COE Executive Leaders Nicole Anderson consultation services to support design and facilitation of equity professional learning sessions. \$1,250/day X 3 days (8 hours/day) = \$3,750 (\$156.25/hour X 24 hours)</p> <p>Year 2 funds to be distributed as invoiced and not to exceed \$3,750.</p>	\$3,750
Total		\$10,000

Invoices must include the County assigned agreement number stipulated on the first page of this Agreement.

C. Term of Agreement.

This Agreement shall be effective from the period commencing upon July 1, 2018, and ending June 30, 2020, unless sooner terminated by County as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Consultant shall return to County any and all equipment, documents or materials and all copies made thereof which Consultant received from County or produced for County for the purposes of this Agreement.

D. Project Contacts.

The parties' representative contacts for the management of this project are:

SDCOE: [Dr. Jaguanana Lathan
6401 Linda Vista Rd
San Diego, CA 92111
(858) 292-3788
jaguanana.lathan@sdcoe.net]

Consultant: Nicole Anderson
5841 Cabernet Drive
Vallejo, CA 94591
(916) 539-7161
ndanderson@msn.com

E. Legal Notices.

All notices hereunder shall be in writing and sent to the following address:

To SDCOE: [Michael Simonson, Business Services
6401 Linda Vista Rd
San Diego, CA 92111]

To Consultant: Nicole Anderson Consulting
5841 Cabernet Drive
Vallejo, CA 94591

F. Consultant's Insurance.

The Consultant shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	\$1,000,000 Amount
Auto Liability Comprehensive form - Owned, Non-owned Hired	Bodily Injury and Property Damage Combined	\$100,000/\$300,000 Amount

The Consultant shall file, with the County, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

G. Workers' Compensation.

The Consultant shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Consultant shall sign and file on company letterhead stationery with the County the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

H. Data Privacy and Protection

All County content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) information involved in this agreement shall continue to be the property of and under the control of the San Diego County Superintendent of Schools (County).

All content/data created by the County or by its students or personnel using the service provided will cease to be retained by the Consultant at the conclusion of this contract and will, in fact, be removed from the Consultant's records.

The Consultant will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this contract. Any other use of the County's student and personnel information will not be undertaken without the express, written consent of the County.

The Consultant uses the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data is stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Consultant will notify the County within 24 hours of the Consultant discovering an unauthorized access or disclosure of County data.

The Consultant and the County will work together to ensure compliance with FERPA regulations as applicable.