



Moreno Valley Unified School District

CONTRACT CHECKLIST

Contract Type

(All require board approval)

- ☒ Master Contract
- ☒ New Contract
- ☐ Memorandum of Understanding (MOU)

Renewal: Use Amendment to Contract form, **complete Section A**

Amendment: Use Amendment to Contract form, **complete Section B**

Proposed B/A Date 12/17/2019

(3 weeks prior to Board Approval)

Actual B/A Date _____

Business Services Approval

Chief Business Official

Initial _____

Date 12/19

Elementary/Secondary Education Approval

Initial _____

Date _____

Educational Services Approval

Maribel Mattox

Chief Academic Officer

Initial mm

Date 11/22/19

Contract Information

Consultant Name Nicole Anderson Consulting

Description of Services Nicole Anderson Consulting will provide District Walk Through to Support District Leaders

Contract Amount \$ _____ -OR- Fee Schedule: 3,000/workshop

Duration From December 18, 2019 to June 30, 2020

Contact Person Nicole Anderson

E-mail NdAnderson@msn.com Phone 916-539-7161

Required Forms

- ☒ Summary Page for Educational Services ✓
- ☒ Approval from Chief Academic Officer ✓
- ☒ Criminal Record Check
- ☒ Workers' Compensation Certification ✓
- ☒ Fee Schedule ✓
- ☐ Business/Professional License (circle each that apply)
- ☒ Insurance: General Liability/Professional Liability/E&O (circle each that apply) ✓
- ☐ Insurance: Sexual Molestation and Abuse Coverage/Endorsement (if applicable) NIA
- ☐ Insurance: Business Auto Liability
- ☐ Insurance: Workers' Compensation NIA
- ☒ W-9 Form ✓

Requestor's Information

Contact Person Rosa Murga Ext. 17225

School/Department Categorical Programs Requisition # _____

Funding Source # 06 - 122 - 3010 - 0 - 1110 - 1000 - 5815 - _____

NOTES:

Site/Department Administrator Approval

Initial _____

Date _____

Moreno Valley Unified School District Educational Services/Categorical Programs

Approval to authorize hiring NICOLE ANDERSON CONSULTING, Inc., an independent contractor, to provide professional development.

Quick Summary/Recommended Action

Approval of the agreement for Independent Contractor Services with **Nicole Anderson Consulting** to provide District Walk Through workshops to support district leaders, lead teachers and administrators. These workshops will be scheduled to be held from January 2019 through June 2020, at various sites throughout the District. This professional development opportunity is calculated at \$3000 per workshop.

Summary

This professional development opportunity will focus on providing support for District leaders, school site leaders and administrators. The main focus of the training is equity leadership, improving student achievement in English Language Arts and/or math.

Fiscal Implications

This contract is funded with Title I. The total cost of the contract will not exceed \$3000 per workshop.

Oral report assigned to:

Chief Academic Officer, Educational Services.

M. Mather

Contract
Received 11-22
Board Date: 12/17
To Purchasing 11-22

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FORM
(OVER \$5000)**

INSTRUCTIONS

1. **FORM:** Fill out agreement ("Agreement") form completely, with dates, times, fees, the consultant's ("Consultant") signature, and the Site Administrator (and fund administrator, if necessary). The Chief Business Official of the Moreno Valley Unified School District ("District"), who has Board of Education ("Board") authorization to sign agreements, will co-sign the Agreement AFTER the Board authorizes the Agreement in accordance with Board Policy 3312. Consultant may not commence work prior to Board approval and an authorized signed purchase order. The signed documents will be returned to Consultant after approval by the Board with a copy of the **purchase order authorizing Consultant to commence work**. All agreements for schools or educational purposes need to be reviewed by the Assistant Superintendent of Ed. Services prior to submission to Purchasing for Board approval. Each contract requires a Board summary.
2. **CONSULTANT QUALIFICATIONS:** Please give a brief summary of Consultant's qualifications below both in credentials and/or experience, and the budget code to be charged.
3. **REQUISITION:** Please submit a requisition for payment of Consultant. Attach this Agreement to the requisition noting the requisition number on the Agreement. The Consultant must submit a Certificate of Insurance (naming the **Moreno Valley Unified School District, its Board, officers, agents, employees, and volunteers** as additional insured). Each approver must review the Agreement in order to approve the requisition prior to sending to the Chief Business Official. Purchasing will insert the Board approval date on the requisition after the Board approves the Agreement. If you have any concerns about obtaining any insurance, please contact the Purchasing Director at (951) 571-7500 ext. 17238 BEFORE submitting the requisition. The requisition and Agreement must both be received in Purchasing in order to issue a purchase order for billing purposes.
4. **CONSULTANT REQUEST FOR PAYMENT FORM (attached):** Please provide the Consultant with the sample payment/invoice form for submission after services are performed. (This is not necessary to use if Consultant has its own invoices.) Consultant will need to return this payment form to **YOUR** department and it will need to be signed by an administrator to verify that services have been received and payment is approved.
5. **IMPORTANT:** According to Board Policy all agreements for consultant services must be Board approved BEFORE services are rendered. The Board has discretion to approve the Agreement.
6. **PLEASE NOTE:** This form is for outside consultants ONLY. The Consultant cannot be an employee of the District.

Budget Code:

<u>Fund</u>	<u>School</u>	<u>Resource</u>	<u>PY</u>	<u>Goal</u>	<u>Function</u>	<u>Object</u>
06-122-3010-0-1110-1000-5815						

Consultant _____ **Will be working individually with students unsupervised. (Attach criminal records check form.)**
 _____ **Will be working individually with students under direct site staff supervision.**
 _____ **Will not be working individually with students.**

Consultant Qualifications and Reason for Services:

See attached proposal for services

**MORENO VALLEY UNIFIED SCHOOL DISTRICT
PROFESSIONAL CONSULTANT AGREEMENT
(OVER \$5000)**

THIS AGREEMENT is made effective on 12/18/2019 (date) by and between Nicole Anderson Consulting, hereafter called "Consultant," and the **Moreno Valley Unified School District**, hereafter called "District."

RECITALS

- A. The District desires to obtain special professional services and advice regarding accounting, administrative, economic, engineering, financial, and legal and or other professional services, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law, as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENT

1. In consultation and cooperation with the District, the Consultant shall provide the professional services described herein (the "Services") consistent with generally acceptable industry standards or better. The Services are described in further detail:

- ☒ In the Statement of Work, attached.
- ☒ In the Specification, attached.
- ☐ Below (describe Services):

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

2. The Consultant is an independent contractor and will perform the Services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any Services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees, including but not limited to, permanent status, health insurance benefits, sick leave, paid vacation, or any other employee benefit. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes and that the District will not withhold federal or state income tax deductions from payments made to Consultant under this Agreement. Consultant must provide District with his/her Social Security Number or Taxpayer ID number. District will provide Consultant and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
3. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of Services by the Consultant. The Consultant shall provide its own equipment,

vehicle, materials, supplies, food, incidentals, tools, etc., which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.

4. **TERM:** The term of this Agreement shall begin on 12/18/2019 and terminate automatically on 6/30/2020, unless terminated earlier by either party as provided in this Agreement. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9 below.
5. **PAYMENT SCHEDULE:** Consultant shall furnish to the District the Services at a rate of \$ 3,000 per Workshop ^{Fee Schedule} per hour, for a total cost not to exceed _____ --or-- for a lump sum of \$ _____ --or-- per RFP, request or proposal attached. Payments will be processed upon satisfactory completion of the Services and receipt of an approved invoice. (A rate sheet may be attached and incorporated into this Agreement.) It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total "not-to-exceed" or lump sum amounts authorized under this Agreement. The total "not-to-exceed" or lump sum amounts and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile, workers' compensation (as required by law), professional negligence, and general liability insurance, etc., materials, supplies, and taxes.
6. **PAYMENT DUE:** Payment shall be made to the Consultant within thirty (30) days after receipt of all Agreement documents, a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary, or final) issued, dates worked, increments of hourly work (rounded to the nearest one-tenth hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.
7. **WORK PRODUCT OWNERSHIP:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by Consultant under this Agreement shall be the sole and exclusive property of District. No Work Product produced, either in whole or in part, under this Agreement shall be subject to private use, copyright, or patent by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer, and use copyright or patent any Work Product produced by Consultant under this Agreement. Upon request, Consultant shall sign all documents necessary to confirm or perfect the exclusive ownership of the District to the Work Product. No consultant, firm, or corporation may use the District logo without pre-approval from the Superintendent.
8. **TERMINATION:** The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of such suspension or termination. In addition, and notwithstanding anything to the contrary contained in this Agreement, due to the current budget crisis and the fiscal constraints under which the District operates, the District may terminate the Agreement at any time without penalty, cost, or damages of any kind. The District's termination of the Agreement shall in no way affect Consultant's obligation to hold harmless and indemnify the District in accordance with Section 9. Written notice by the District shall be sufficient to suspend or terminate any further performance of Services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three (3) days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all Work Product in progress or completed to date including any reports, drafts, electronic information, or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block on the last page of this Agreement. Facsimile or electronic mail notices shall be accepted.
9. **HOLD HARMLESS:** The Consultant agrees to and shall hold harmless and indemnify the Moreno Valley Unified School District, its Board, officers, agents, employees, and volunteers from every claim or demand made and every liability, loss, damage, expense, or cost of any nature whatsoever, which may be incurred:

For death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained, arising from, in connection with, or in any way related to the Services called for in this Agreement, except for liability

for damages referred to above which result from the sole negligence or willful misconduct of the District, its Board, officers, agents, employees, and volunteers.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Board, officers, agents, employees, and volunteers on any such claim, demand, loss, damage, expense (including attorney fees), cost, or liability and shall pay or satisfy any judgment that may be rendered against the District, its Board, officers, agents, employees, and volunteers in any action, suit, or other proceedings as a result thereof.

10. **INSURANCE:** During the term of this Agreement, the Consultant shall maintain:

- a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. In the event the Consultant/Vendor will be working directly with students, sexual misconduct must be included in the general liability coverage.

 X Certificate of General Liability Insurance **and** Additional Insured Endorsement is attached.

- b. Automobile liability insurance in the following amounts:

\$500,000 per occurrence where students, parents, volunteers or employees will **not** be transported; **OR**

\$25,000,000 per occurrence when students, parents, volunteers or District employees **will be** transported.

 X Certificate of Auto Liability for \$500,000 per occurrence is attached. Consultant certifies it will **NOT** be transporting anyone on behalf of the District. **OR**

 Certificate of Auto Liability for \$25,000,000 per occurrence, **and** Additional Insured Endorsement is attached. Consultant will be transporting students, parents, volunteers, and/or employees of the District.

- c. Professional liability insurance in an amount not less than \$1,000,000, **if Consultant has a special or professional license (e.g., nurse, doctor, therapist, dentist, engineer);**

 Certificate of Professional Insurance is attached.

- d. Educators' Legal Liability insurance for any Consultant providing daycare, afterschool programs, and/or recreational activities for an amount not less than \$1,000,000;

 Certificate of Educators' Legal Liability is attached.

- e. Workers' Compensation as required under California law with statutory limits and Employers' Liability limits of \$1,000,000 per disease or accident. The workers' compensation policy shall be endorsed with a subrogation waiver in favor of the District for all work performed by the Consultant, its employees, and agents.

 Workers' Compensation Insurance Certificate is attached, **OR**

 X Sole Proprietor / NO Workers' Compensation Insurance is required. **BUT**, must attach a letter stating that they are either the owner or a partner and are exempt from having to provide workers' compensation because they have no employees.

- f. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of at least \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic data, intentional and/or unintentional release of private data, alteration of electronic data, extortion and network security. Coverage is required only if (1) products or services related to information technology for hardware or software are provided to the District and (2) if Consultant has access to personally identifiable information of the District through the provision of such technology-related products or services.

 Certificate of Cyber Liability is attached.

Consultant shall maintain such insurance coverage, in the amounts set forth above, unless otherwise agreed in writing by the District. If the contractor maintains higher limits than the minimum shown above, the entity requires and shall be entitled to coverage at the higher limits maintained by the Consultant. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the entity.

The Consultant shall provide certificates indicating applicable insurance coverages within ten (10) days of the effective date of this Agreement, **NAMING THE DISTRICT AS ADDITIONAL INSURED with the endorsement on form CG20101185 or equivalent. The certificate holder shall be listed as Moreno Valley Unified School District, its Board, officers, agents, employees, and volunteers. The insurance certificates and/or the endorsements shall state that the policies shall be primary and shall not contribute to any insurance policy of the District.** Insurance certificates shall be mailed to the Purchasing Department, 25634 Alessandro Blvd., Moreno Valley, CA 92553. Coverage shall not be canceled except with notice to the District.

Please note: If assistance is needed concerning insurance requirements, please contact the Risk Department at (951) 571-7500 ext. 17520 with a brief description and cost of service that will be performed prior to submitting contract to Purchasing.


11. **RECORD RETENTION:** The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect, and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the Government Code.
12. **DELEGATEABILITY:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. **COMPLIANCE WITH LAW/CONFIDENTIALITY:** The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies, and ordinances and workers' compensation laws. All agreement provisions required by law shall be deemed incorporated into this Agreement. Consultant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner any information that is proprietary to the District or protected from disclosure by law (such as student records). Consultant will protect such information and treat it as strictly confidential. The provisions of this Section 13 shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant will return to the District all student records, other records, notes, documentation, and other items that were used, created, or controlled by Consultant during the term of this Agreement. The Consultant represents and warrants it does not have any potential, apparent, or actual conflict of interest relating in any way to this Agreement.
14. **PUBLIC EMPLOYEE CAVEAT:** The Consultant, if an employee of another public agency, certifies 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 performed pursuant to this Agreement.
15. **AGREEMENT AMENDMENT/MODIFICATION:** Any amendment or modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes and may require additional Board approval:
 - a. Increase dollar amounts;
 - b. Effect administrative changes;
 - c. Effect other changes as required by law; and
 - d. Term of agreement.

Amendments may require Board approval and will not be paid until Board approval is received. If you need assistance with this matter, please contact the Purchasing Department at (951) 571-7500 ext. 17238 or email purchasing@mvusd.net.

16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written agreements.
17. **JURISDICTION:** This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Riverside County, California.
18. **CRIMINAL RECORDS CHECK:** Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Certification by Contractor Criminal Records Check" form and submit it to the District if Consultant or Consultant's employees **will** be working individually with students unsupervised.
19. **STUDENT DATA PRIVACY:** If Consultant will provide technology services that involve the digital access, use, storage or management of pupil records, then Consultant must complete and attach a student data privacy certification for compliance with Education Code section 49073.1. The student data privacy certification is available through the District. Pupil records includes any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a District employee.
20. **IN WITNESS THEREOF,** the parties hereunto have subscribed to this Agreement, including the Agreement documents listed below:
- _____ Specifications/Scope of Work Statement
 - _____ Purchase Order (will be sent after signature and needed documents are received)
 - _____ **Certification by Contractor Criminal Records Check** (required if working with students unsupervised)
 - _____ Student Data Privacy Certification (required if using student data)
 - _____ Workers' Compensation Insurance Certification
 - _____ W-9 form (company name must be same as the Consultant)
 - _____ Other:
21. In signing this Agreement, the District representative acknowledges that he/she has no direct or indirect financial interest in the Consultant, nor does he/she have any knowledge of any District employee involved in selection of the Consultant having any direct or indirect financial interest in the Consultant or the Agreement, such that a prohibited conflict of interest exists.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONSULTANT:

Nicole Anderson
Name
PO Box 5475, Vallejo, CA 94591
Address, City, State and Zip

Signature Date
916-539-7161
Phone Fax
NdAnderson@msn.com
Email

DISTRICT:

Moreno Valley Unified School District
25634 Alessandro Blvd.
Moreno Valley, CA 92553

 12/20/19
Chief Business Officer Date

A-19/20-3393
Nicole Anderson Consulting
Board Approved: 12/17/19
Term: 12/18/19 through 6/30/20

**CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102**

To the Governing Board of Moreno Valley Unified School District:

I, **Nicole Anderson** (Consultant) certify that:
Name of Consultant

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Vallejo, California on 11/22/2019
Date


Signature

Nicole Anderson

Typed or printed name

Founder and CEO

Title

PO Box 5475, Vallejo, CA 94591

Address

916-539-7161

Telephone

EXHIBIT "B"

List of Individuals Who May Come in Contact With Pupils

Name of Individual

State if Employee or Sub-Contractor

Moreno Valley Unified School District

WORKERS' COMPENSATION INSURANCE CERTIFICATION

The Contractor/Consultant shall execute the following form as required by the California Labor Code Sections 1860 and 1861:

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

I understand I am not an employee of Moreno Valley Unified School District and I am an independent contractor responsible for my own workers' compensation.

Please check one:

☒ Consultant hereby certifies that Consultant does not employ any individual(s) in the course and scope of Consultant's business operations.

☐ Consultant hereby certifies that Consultant employs individuals in the course and scope of business operations and that Consultant is insured against liability for workers' compensation. Attached is a Certificate of Insurance containing the following information:

- o Name and address of the insurance producer, agency
- o The name and address of the "named insured" or policy holder
- o The date the certificate was issued
- o Name of the Insurance Company
- o Policy number
- o Policy period dates, when coverage began and when it should end
- o Proprietor, partners, officers inclusion or exclusion indicator
- o Statutory limits indicator
- o Employers liability limits
- o Description of operations or special items
- o Name and address of the certificate holder, the one who requested the certificate
- o Explanation of conditions/notice required for cancellation
- o Signature of the person issuing the certificate

Date: 11/22/2019

Consultant

Nicole Anderson

Signature



Title

CEO

Business License #

State Contractors License # (if applicable)

00146-00005/3300236.2



Nicole Anderson Consulting

Better Education Through Honest Effective Leadership

Lisa Broomfield, Director of Categorical Programs
Moreno Valley Unified School District
December 18, 2019 through June 30, 2020

*"Educational Leaders:
we cannot close the educational
gaps that we see in our schools if
we don't close the one in our
minds first."
-Nicole Anderson-*

Nicole Anderson Consulting
PHONE
707-333-8552

ADDRESS
P.O. Box 5475, Vallejo, Ca. 94591

EMAIL
nicole@nicoleandersonconsulting.com

WEBSITE
nicoleandersonconsulting.com

Equity Now Retreat
January 18-19
Register on our website

Executive Summary

In order to close equity gaps seen in schools, it is essential that educational leaders build capacity and shift the paradigm of a school system that was not designed to yield successful outcomes for all students. We have designed a rich and comprehensive program with a systems approach to support educational leaders and teams from all educational levels to assist in the development of deep belief systems and understanding of diversity that empowers them to be proactive and responsive to the diverse needs of the communities they serve.

About Us

Nicole Anderson has served in varying roles in education for more than 20 years nationwide. She is a highly qualified developer and facilitator of professional learning services as well as a dedicated advocate for educational equity work. After serving as a school district teacher and Administrator at various levels, Mrs. Anderson served for four years as the first Diversity and Equal Access Executive in the history of the Association of California School Administrators (ACSA), a 50 year old organization with over 18,000 members. In that role, she led work focused on equity and diversity for all people groups including the facilitation of statewide professional learning for ACSA's leaders and state board, coordinated the California Equity Leadership Alliance and created a cadre of networks for administrators of diverse backgrounds. Mrs. Anderson's current work is supported by a team of professional researchers and practitioners which provide her with factually sound content as well the composition of case studies of educational leaders around the state and nation who have locked arms with her on the journey to close educational equity gaps through a systems approach.

Scope of Work

DATES	SERVICE	Summary of Purpose/Outcomes	STAFFING
See attached schedule	<p>Facilitation of Equity Walks for 4 cohorts of site leadership teams</p> <p>Produce short summary of equity walk findings to district/each hosting site team</p>	<p>The primary purpose of equity walks is to develop and sharpen the equity leadership lens and allow the gathering of low inference observational data to confirm or challenge assumptions regarding the focus on closing equity gaps for target student groups. The focus of the walks are centered around the existence and impact of cultural identity, relationships, relevance, and rigor in the classrooms and throughout the school. Research shows that these 4 equity indicators correlate with increased student achievement. While the tool is originally designed to guide professional learning space for educational leaders, it can be used as a tool to assess the overall progress towards equity and cultural proficiency. Ultimately, equity walks support ongoing monitoring of implementation of equity action plans but require additional data points to obtain conclusive findings and measure the impact of equitable practices (I.e. surveys, interviews, etc.)</p> <p>The equity walks represent a deeper dive into the equity concepts that were learned in previous professional development sessions. Connections to these concepts include the following:</p> <ul style="list-style-type: none"> ○ Data analysis: achievement and access gaps, multiple data points (qualitative, quantitative) ○ Focus areas/equity indicators: cultural identity, relationships, relevance, and rigor ○ Maslow's Hierarchy of Needs ○ History of Public Education (specifically the origin of standardized testing) ○ Ladder of Inference ○ Equity Action Plan components <p>Outcomes:</p> <ul style="list-style-type: none"> ○ Equity Action Plan development/evolution by each site team ○ Utilization of equity walks to collect qualitative data to inform equity driven work and deepen equity lens at the student level ○ Utilize equity walk data to assess and identify needs of students as well as inform action steps to address these identified needs 	1 Consultant (Nicole Anderson)

Investment Proposal

Activity	(Prescribed) Number of days	Sessions	Daily Rate <small>(includes Travel, prep time, and any expenses associated with providing services)</small>	Total
Equity Walk Facilitation	18 days	18 Sessions	\$3000	\$54,000

Our Vision and Mission

Our *Vision* is to realize the closure of educational equity gaps in school districts throughout the nation.

Our *Mission* is to support educational leaders in the creation of new and equitable schools that intentionally meet the needs of every student in order for them to attain their personal and professional goals and contribute to the transformation of societal constructs and systems. We strive to support educational leaders by building a platform of research-based resources and tools that enable them to shift their mindsets and thus, their practices.

How we Started

Nicole Anderson has over 21 years of service in education. In that timeframe, she has served in many roles around the nation including developer and facilitator of professional learning services as well as an advocate for educational equity work. Nicole was the first Diversity and Equal Access Executive in the history of the Association of California School Administrators (ACSA), a position she held for several years. She led work focused on equity and diversity including the facilitation of statewide professional learning for ACSA's leaders and state board. She initiated the California Equity Leadership Alliance and pioneered networks for administrators of diverse backgrounds. Her work also includes the development of a research team that provides research-based content and conducts case studies of educational leaders around the state on their journey to closing educational equity gaps. Nicole served as the Chair of ACSA's Equity Committee wherein she focused on leading the work to implement a system that will effectively address the beliefs of ACSA around equity for students and leaders in California.

As a practitioner, Nicole served as an Elementary Principal, High School Vice Principal, and High School Assistant Principal/Dean. She has also served in the capacity of Leadership Teacher, Spanish Teacher and Activities Director at Jesse M. Bethel High School; the namesake of her grandfather. She has taken the mantle and is following in his footsteps which includes a legacy of advocacy for equality and civil rights for students of color in the city of Vallejo, the state of California, and around the nation. Nicole continuously works with a strong team of experts and practitioners who support a deeper implementation of equity related work which transcends across multiple industries.

Nicole Anderson Consulting offers Educational Equity Solutions in the form of services, products, and advocacy. Highlights of these solutions include, but are not limited to:

- CSBA: California School Boards Association (equity network, school board study sessions, retreats, and workshops)
- CABB: California Association For Bilingual Education 2019 featured speaker
- ACSA Equity Leaders Academy Director
- ACSA/CCEE Professional Learning Network Facilitator
- School Board Member Campaign Management
- California County Offices Of Education Training, Coaching, and Network development
- Site Principal And District Cabinet Level Training And Coaching
- Educational Equity Data And Research Support
- Equity Leader Coaching, Mentoring, and Networking
- Equity Action Plan Development
- Equity Retreats
- Equity Walks
- Superintendent Search And Executive Recruitment
- Teacher Pipeline Development
- Women's Empowerment Retreats and Network Development

Our Partners and Associates

We value and thrive from our connections with researchers, practitioners, and experts in the field who provide a wide range of products and services to serve the needs of educational leaders. These partners and associates include but are not limited to the Association of California School Administrators, the California School Boards Association, California Association of Latino Superintendents and Administrators, California Association of African American Superintendents and Administrators, Dr. Jeff Duncan Andrade and Community Responsive Education, McPherson & Jacobson Executive Recruitment, Alder Graduate School of Education, Epoch Education, Footsteps 2 Brilliance, Center for Leadership, Equity, and Research (CLEAR), O. Brown and Associates, Dr. Randall B. Lindsey, Stephanie Graham Rivas, Dr. Shayna Sullivan Langhorne, Rhonda Morgan, Dr. Itoco Garcia, Kevin Taylor, Tovi Scruggs-Hussein, Dr. Debbra Lindo, Steven Joyner, Suwinder Cooper, Casey Layton, and Dr. Zoe Barrholemew.

Our Clients

We are honored to lock arms with clients who are intentionally engaging in the work to close educational gaps in the school system. Our clients have received customized services provided in the form of principal and teacher trainings, equity networks, superintendent searches, parent stakeholder support, keynotes, employee evaluation development, teacher pipeline development, and a variety of other services to advance equity driven work. Some of these current and past clients include:

- Stockton Unified School District
- Elk Grove Unified School District
- Albany Unified School District
- Sunnyvale School District
- Vallejo Unified School District
- Washington Unified School District
- Fairfield-Suisun Unified School District
- Mt. Diablo Unified School District
- Vacaville Unified School District
- Folsom-Cordova Unified School District
- R.J. Neutra Elementary School
- Sauciloto-Marin School District
- Rialto Unified School District
- Lynwood Unified School District
- Anaheim Elementary School District
- Murrieta Valley Unified School District
- Villa Lindo Retreat Center
- HT Farms of Penryn Retreat Center
- Salinas City School District
- Salinas Union High School District
- San Diego Unified School District
- Bakersfield City Unified School District
- Manteca Unified School District
- Monterey Peninsula Unified School District
- Moreno Valley Unified School District
- Adelanto Elementary School District
- Vista Unified School District
- Hacienda La Puente Unified School District
- Natomas Unified School District
- Victor Valley Union High School District
- Alameda County Office of Education
- San Diego County Office of Education
- Humboldt County Office of Education
- Solano County Office of Education
- Yolo County Office of Education
- Los Angeles County Office of Education
- Pacific Collegiate Charter School
- Highlands Community Charter Schools
- EQ Schools
- California School Boards Association
- Association of California School Administrators
- California Collaborative for Educational Excellence
- California Community College Administrators of Occupational Education
- Center for Powerful Public Schools
- Yuba College




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2019

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 E-MAIL ADDRESS: ANDERSON@GIGIHORTON.COM FAX (A/C, No): 707.554.1416
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED NICOLE ANDERSON DBA NICOLE ANDERSON CONSULTING 5841 CABERNET DR VALLEJO, CA 94591		NAIC # 25143

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER			97-C5-Z553-5	07/16/2019	07/16/2020	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 - COMPIOP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$ \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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)

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

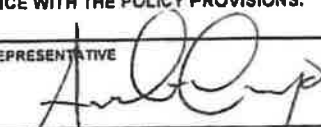
CERTIFICATE HOLDER

LISA BROOMFIELD, DIRECTOR, CATEGORICAL PROGRAMS
MORENO VALLEY UNIFIED SCHOOL DISTRICT
25634 ALESSANDRO BLVD
MORENO VALLEY, CA 92553

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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EQUITY INSTITUTE WALK THROUGH DATES
HOURS 8:00 AM – 2:30 PM

COHORT 1

1	Friday, January 17, 2020	Armada
2	Monday, February 3, 2020	Badger Springs
3	Monday, March 2, 2020	Chaparral Hills
4	Monday, April 13, 2020	Creekside
5	Thursday, May 28, 2020	Edgemont

COHORT 2

6	Thursday, January 23, 2020	Hidden Springs
7	Tuesday, February 4, 2020	Moreno Elementary
8	Tuesday, March 3, 2020	Ramona
9	Friday, April 17, 2020	Vista del Lago

EQUITY INSTITUTE WALK THROUGH DATES
HOURS 8:00 AM – 2:30 PM

COHORT 3

1	Friday, January 31, 2020	Box Springs
2	Friday, February 21, 2020	Honey Hollow
3	Tuesday, March 17, 2020	Midland
4	Monday, April 27, 2020	Seneca

COHORT 4

5	Thursday, January 30, 2020	Mountain View
6	Tuesday, February 25, 2020	Serrano
7	Thursday, March 19, 2020	Sugar Hill
8	Tuesday, April 28, 2020	Sunnymead El
9	Friday, May 29, 2020	Vista Heights

esurance

an Allstate company

Esurance Insurance Services, Inc.
P.O. Box 5250
Sioux Falls, SD 57117-5250
1-800-ESURANCE (1-800-378-7262)

Esurance Property and
Casualty Insurance Company
650 Davis Street
San Francisco, CA 94111

Policy Declarations Page
Personal Automobile Policy - Renewal Offer

Policy Number	Effective Date	Expiration Date	Policy Term
PACA-006005414	August 14, 2019	February 14, 2020 at 12:01 AM	6 Months
Named Insured and Address	Rated Operators	Excluded Drivers	Driver Type
NICOLE ANDERSON 5841 CABERNET DRIVE VALLEJO, CA 94591 Email: ndanderson@msn.com	1 Nicole Anderson 2 Derrick Anderson		Named Insured Additional driver
			1975 1974

Vehicle #	Year	Vehicle Description	Current Term Mileage	Renewal Term Mileage	Vehicle Identification Number
2	2004	Chevrolet TAHOE	12,500	12,500	1GNEC13TX4J207253
3	2009	Chevrolet SUBURBAN 1500 LTZ	14,800	14,800	1GNFK36349R219812
4	2010	Mercedes-benz E CLASS 350	19,480	19,480	WDDHF5GB3AA061513

Policy Coverage is provided only where a premium and limit or deductible are shown.

Liability Coverages	Premium
BODILY INJURY	100,000/person 300,000/accnt 651.00
PROPERTY DAMAGE	10,000/accnt 624.00
UM BODILY INJURY	15,000/person 30,000/accnt 70.00

Vehicle Coverages	Vehicle 2	Vehicle 3	Vehicle 4	Vehicle
	Premium Deductible	Premium Deductible	Premium Deductible	Premium Deductible
UMPD/CDW	9.00	5.99	3.99	
COMPREHENSIVE		94.00 500	56.00 500	
COLLISION		359.00 1000	220.00 1000	
TOWING COVERAGE	75/Incident	21.74	14.10	
CARMATCH RENTAL	Lrg Trk/Med SUV	66.59		
CARMATCH RENTAL	Luxury		43.19	
FINANCE COMPANY NOTIFICATION FEE	6.00			
STATE MANDATED FEES	2.64			

Important: Please read your California Personal Auto Policy carefully as it contains language that will restrict or exclude coverage, particularly to drivers of your vehicle who are not listed on the policy. The policy specifically addresses who may use your vehicle and under what conditions coverage will be provided. In some cases, an unlisted driver or permissive user will have liability limits reduced to the state's minimum requirements, which, in California are currently \$15,000 per person / \$30,000 per accident for both bodily injury and \$5,000 for property damage. You may purchase additional coverage by contacting the company.

FULL TERM PREMIUM

\$2,277.24

This policy is effective at 12:01 AM on the date shown or the time the policy was purchased, whichever is later.

7001 CA 12 15

Page 1 of 2

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Nicole Anderson	
	2 Business name/disregarded entity name, if different from above Nicole Anderson Consulting	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 5475	
	6 City, state, and ZIP code Vallejo, Ca. 94591	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 7/27/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.