

- h. Approve Agreement with Nicole Miller & Associates, Inc., to provide professional legal investigation services, effective July 1, 2024, through June 30, 2025, at a cost of \$250.00 per hour, not to exceed \$75,000.00, to be funded by General Funds (Appendix Item).**

**REDLANDS UNIFIED SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES FORM
FOR \$5000 and Over**

INSTRUCTIONS

1. FORM: Fill out agreement form completely, with dates, times, fees, the Consultant's signature and your Site Administrator (and fund administrator, if necessary). Assistant Superintendent, Business Services who is a board authorized contract signer will **co-sign** the documents **AFTER** the Board meeting authorizing the agreement. The signed documents will be returned to you after approval by the board with a copy of your purchase order.

2. CONSULTANT QUALIFICATIONS: Please give a brief summary of consultant's qualifications below both in education and experience, and the name of the management code/funds to be charged.

3. REQUISITION: Please submit an electronic requisition for consultant payment. **Please send this attachment, Certificates of Insurance (naming us additionally insured), an agreement with the requisition number noted on it along the path of the Requisition.** Each approver must see the agreement in order to approve your requisition. Business Services will insert the Board approval date on your requisition after agendaizing the agreement. The requisition and agreement **MUST BOTH** be received in Business Services for the Agreement to be agendaized. (You DO NOT need to attach a printed copy of the requisition to the agreement.) IF you have any issues obtaining the Property and Liability Insurance or Workers Compensation Insurance please call Purchasing BEFORE submitting your requisition.

4. CONSULTANT REQUEST FOR PAYMENT FORM: Please give the consultant a Payment form (also included in this file) for submittal after all services are performed. The 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. Please complete your site information on this form **before** you send it to the consultant. If they have their own invoice that is also acceptable for them to use.

5. IMPORTANT: Agreements for consultant services must be board approved BEFORE services are rendered. If the agreement forms are submitted to Business **After** the date of service, you **MUST** attach a statement to this agreement form signed by your administrator indicating why this happened.

6. PLEASE NOTE: This form is for outside consultants ONLY. Employees of RUSD or any school district will need to submit a "Request to Employ" form through Human Resources.

MEMORANDUM

Req # From: School/Dept. Code: Fund: (management code)

Consultant ☐ **will** be working individually with students.

(Attach criminal records check form, proof of TB and finger print clearance.)*

☒ **will** be working individually with students while site staff supervises. *

☐ **will not** be working individually with students. *

☐ **will** be working with students more than 5 times. (attach proof of TB test clearance) *

☒ ***Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site.**

A **consultant** (from [Latin](#): *consultare* "to discuss") is a [professional](#) who provides expert advice in a particular area such as security (electronic or physical), [management](#), [education](#), [accountancy](#), [law](#), [human resources](#), [marketing](#) (and [public relations](#)), [finance](#), [engineering](#), [science](#) or any of many other specialized fields.

A consultant is usually an expert or an experienced professional in a specific field and has a wide knowledge of the subject matter.

Redlands Unified School District

Phone (909) 307-5300

Fax (909) 307-5325

THIS AGREEMENT is made effective on 07/01/24, and it is made by and between Nicole Miller & Associates, Inc.
 _____ date _____ consultant name
 _____ hereafter called "Consultant OR Contractor," and the Redlands Unified School District, hereafter called "District."

RECITALS

A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, 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:

AGREEMENTS

1. PERIOD OF AGREEMENT: Shall be from 07/01/24 through 06/30/25.
 _____ date _____ date
2. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:
 Nicole Miller & Associates will provide professional legal investigation services for the Redlands Unified School District as needed.

Please check if applicable:

☐

A statement of work is attached.

☐

A specification is attached.

☒

Other attachment described as: Fee Schedule

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.

3. The Consultant will commence providing services under this Agreement on 07/01/24, and will diligently, properly date and in full compliance perform as required and complete the performance of services by 06/30/25. Time shall be of date the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the originating department, copying the notification to Purchasing in writing at 20 W. Lugonia, Redlands, CA 92374.
4. INDEPENDENT CONTRACTOR: The Consultant is an independent Contractor and will perform said services as an independent calling 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 and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes, State Unemployment Compensation or Worker's Compensation, or any other purpose.
5. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
6. PAYMENT: The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed: _____ (dollar amount).

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: \$250.00 per hour or as stated on attached Fee Schedule

(i.e. # of hours X \$rate per hour/day)

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 amount authorized under this Agreement.

The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, worker's compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of 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 quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right 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 such materials produced by Consultant under this Agreement.
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. 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 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 area on the last page of this Agreement. Facsimile notices shall be accepted.
9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with 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 officers, employees, or agents.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
 - c. Any and all claims under worker's compensation acts and other employee benefit acts with respect to Consultant's employees or sub Consultant(s) arising out of Consultant's work under this Agreement.
 - d. Any and all loss, liabilities, actions, judgments, interest awards, reasonable attorneys' fees, costs, fines, penalties, damages or expenses from any third party claim against the District arising out of or resulting from Provider's failure to comply with any of the obligations under Section 8 of this Agreement.

The Consultant, at the 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 officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. **MINIMUM INSURANCE REQUIREMENTS:** Consultant shall obtain and maintain the policies of insurance or equivalent program of self insurance and limits as shown below for the duration of this Contract.

- a. Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, unless otherwise agreed in writing by the District.
- b. Automobile liability insurance in an amount not less than \$1,000,000 per accident for all owned, hired and non-owned vehicles.
- c. Workers Compensation as required under California State law.
- d. Professional Liability insurance in an amount not less than \$5,000,000 per occurrence. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement.
- e. If Consultant may be providing services to District on District facilities during the time that District students could be present or if Consultant is providing services to District for the benefit of District student, Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$2,000,000 per occurrence and \$5,000,000 aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
- f. The Provider shall provide a Certificate(s) of Liability Insurance using ACORD Form 25, indicating the required insurance coverages within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONAL INSURED on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37.
- g. The policies indicated in paragraphs 10.a., 10.b. 10.c. 10.d. and 10.e. shall include a waiver of subrogation endorsement in favor of District.
- h. The policies indicated in paragraphs 10.a. and 10.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self-insurance program.

- ☒ Certificate of Insurance Attached with endorsements as specified
- ☒ Workers Compensation Certificate Attached OR
- ☐ Sole Proprietor/ **NO** Workers Comp. Certificate Needed
- ☐ Proof of TB clearance for all employees working individually with students
- ☐ Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of services, see form attached IF working individually with students
- ☒ **Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract**

11. 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 code.

12. ASSIGNMENT: This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

13. COMPLIANCE AND CERTIFICATION: The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.

14. 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 actually performed pursuant to this Agreement.

15. Any 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:

- a. Increase dollar amounts
- b. Effect administrative changes
- c. Effect other changes as required by law.

16. CONFLICT OF INTEREST: Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.

17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.

18. GOVERNING LAW: 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 San Bernardino County, California.

19. CONFIDENTIALITY: All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. Should there be a need for the Consultant to maintain on its server(s) and/or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations.

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

Consultant:

Nicole Miller & Associates, Inc.

Consultant/Firm Name

905 Calle Negocio, #74182

Consultant Address

San Clemente, CA 92673

City, State, Zip

Nicole Miller

(Signature, Authorized Representative)

(949) 310-7645

(Telephone)

nmiller@nmillerinv.com

(email address)

06/03/24

(Date)

District Board of Education Approval Date: _____

District Requisition Number: _____

District:

Redlands Unified School District 20

West Lugonia Ave. Redlands, CA 92374

Assistant

Superintendent, Business Services
Chief Business Official

Supervisor/ Principal/ District Administrator

Funding Administrator (if Applicable)

(Date)

P.O. Number: _____

**CERTIFICATION BY CONTRACTOR/CONSULTANT
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102
(only needed if working with students)**

To the Governing Board of Redlands Unified School District:

I, Nicole Miller _____ certify that:
Consultant name

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 San Clemente, California on 06/03/24.
Location/City Date

Nicole Miller

Signature

Nicole Miller

Name

President & CEO

Title

905 Calle Negocio #74182, San Clemente, CA 92673

Address

(949) 310-7645

Telephone



An Independent Investigative Incorporation

PI 28276

SCOPE OF SERVICES

INVESTIGATIONS

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WHO WE ARE

Nicole Miller & Associates Inc. is a full-service independent investigative firm serving California public and private entities to include education institutions, nonprofits, municipalities, corporate businesses, health care and law enforcement agencies, legal partnerships and private parties. With nearly two decades of uncompromising commitment to high quality investigations and providing consistently detailed and accurate reports to our clients, Nicole Miller & Associates Inc. has earned a reputation as leading independent investigators in Southern California. Our investigators have conducted thousands of investigations to include discrimination, harassment, hostile work environment, retaliation, misappropriation of funds, fraud, sexual assault, employee misconduct, special education compliance, use of force, Title 5, Title IX, background checks and many other matters pertaining to public and private entities.

We believe our clients deserve to know the truth, and we understand the importance of conserving economic resources, delivering comprehensive fact-based findings, and knowing your institution's policies and culture. We ensure a legally defensible and objective investigative process. We are committed to achieving a positive difference by guaranteeing neutrality, thoroughness, timeliness and evidence-based findings.

For more information about our firm and services, please visit our website: www.nicolemillerandassociates.com

Sincerely,

A handwritten signature in black ink that reads "Nicole Miller". The signature is written in a cursive, flowing style.

Nicole Miller
President & CEO

INVESTIGATIONS

Nicole Miller & Associates, Inc. is well versed in a multitude of subject matter, and we have investigated the following on behalf of a number of our clients:

- Title 5 Investigations (Allegations of Unlawful Discrimination)
- Title IX Investigations (Allegations of Sexual Harassment and Sexual Assault)
- Discrimination
- Harassment
- Verbal, Physical and Sexual Misconduct
- Hostile Work Environment
- Retaliation
- Intimidation
- Insubordination
- Student Safety and Supervision
- Abuse
- Neglect
- Grooming
- Bullying and Hazing
- Improper Access of Confidential Records
- Misappropriation of Funds, Theft, Embezzlement
- Misuse of Resources or Technology
- Work Environment/Climate Reviews
- Background Checks and Pre-Employment Investigations
- Residency Verification
- Social Media and Online Research
- Use of Force by Campus Safety Personnel
- Special Education Compliance and Disability Accommodations
- Failure to Provide Free Appropriate Public Education ("FAPE")
- CIF/ACLU Violations
- Student Residency Verifications
- Other Unprofessional Conduct

From the opening of the case to the final provision of our skillfully prepared written work product, our clients can trust that Nicole Miller & Associates, Inc. will expertly navigate all aspects of an investigation. We work within the parameters of the law at all times and adhere to the strict set of California laws and regulations set forth by the Bureau of Security and Investigative Services, while creatively thinking "outside the box" to meet your investigative needs.

A list of our clients and references are available upon request.

ADMINISTRATIVE INVESTIGATIONS

Nicole Miller & Associates, Inc. prides itself upon providing the high-quality, detailed and accurate investigative reports our clients have come to expect and that have earned our firm a reputation as the leading independent investigators in southern California. Below is a summarized overview of our typical investigative process, outlining the comprehensive scope of our investigations and all services to be performed on behalf of the client. *Please refer to the next section for an overview of our investigative procedures specific to Title IX investigations conducted on behalf of school district clients.*

Opening the Case File: We begin all investigations with a telephone conference or virtual meeting with the client's designated representative, at no charge to the client, at which time we work to establish the scope of the investigation. This includes discussing:

- The type of complaint received and any applicable procedural deadlines
- The general allegations reported
- Known investigation participants such as the complaining and responding parties and any witnesses
- Any documentation or evidence that may already have been provided
- Any extenuating circumstances (e.g., Has the media become involved? Are there concerns of witness tampering or credibility?)
- An investigative plan of action

Coordination of Interviews: Depending on the client's preference, we will either work with a designated contact person or coordinate the scheduling of interviews on our own. We aim to coordinate a schedule that is considerate of the client's resources while maintaining the thoroughness characteristic of our work product. Our firm is knowledgeable regarding the important considerations for interview scheduling, such as:

- Offering union representation prior to the interview of qualified employees, particularly if the result of the investigation could potentially lead to discipline.
- Obtaining parent consent prior to the interview of any minors.
- Interviewing as many individuals at a location as possible, thereby reducing travel time and costs. Our firm never charges clients for overtime.
- Interviewing individuals in the most appropriate order.
- Grouping interviews in such a way as to limit the potential sharing of information between parties.
- Obtaining contact information to coordinate telephonic interviews if necessary.
- Ensuring the interviews are conducted at a neutral location to the concerns.

Conducting and Documenting Interviews: Our investigators are trained to ask the appropriate questions relevant to the case and in a manner that is comprehensive and respectful of an interviewee's position. We advise all parties of the importance of confidentiality and of the organization's policies prohibiting retaliation for participating in the investigative process. We are cognizant of the multitude of factors to consider while conducting interviews, including but not limited to:

- Obtaining specific facts and recollections (dates, timeframes, locations, names)
- Clarifying individuals' understandings of pertinent policies and procedures
- Identifying any criminal elements in statements and/or information required to be reported to law enforcement
- Maintaining confidentiality of other investigative participants and evidence
- Ensuring participants feel confident in the investigative process

Document and Evidence Review: Document and evidence review is critical to making thorough and fact-based findings. While the level of documentation varies from case to case, we maintain the same eye for detail whether a case has several pages of evidence or thousands. We maintain strict adherence to confidentiality and document control procedures, and any original documents received during the course of an investigation are returned to the client and/or appropriate party at the conclusion of the investigation. All documents and evidence received are cited in our final report and included as copies in our final comprehensive electronic case file.

Research: Depending on the nature of the investigation, our investigators may deem it prudent to conduct further research beyond witness interviews. The most common types of research include background research into public records; reviewing social media profiles and parties' online presence; and contacting relevant third-party witnesses or vendors to provide clarification or background information on a particular issue, without releasing any confidential or protected information that may alert the third-party to concerns.

Comprehensive Report of Findings: The comprehensive report of findings is our final work product that amalgamates all information related to the investigation in its entirety. Our team of investigators are highly skilled at developing a meticulous final work product that is fact-based and prepared in accordance with our firm's reputation for exceedingly high standards in legally defensible report writing. Our comprehensive reports include the following sections:

- An executive summary providing a brief overview of the investigation's purpose, reported allegations, and findings.

- An overview of the investigative procedures (e.g., when and by whom our services were retained, who we interviewed and when, a list of evidence reviewed, etc.)
- A “Details” section providing a basic description of the events leading up to the investigation (i.e., any context necessary to understand why an investigation was initiated).
- A definition of the preponderance of the evidence standard to be used when making investigative findings.
- Credibility assessments for all key participants to the investigation.
- For each allegation set forth, our reports include a breakdown of the allegation, all witness statements and evidence related to the allegation, and the investigator’s finding based on the preponderance of the evidence standard.
- A conclusion summarizing whether the allegations were sustained, not sustained or unfounded, as well as any pertinent information that may assist the client in making decisions moving forward.

ADDITIONAL OPTIONS: In some cases, the client may wish for us to prepare a summarized letter of findings addressed to the complainant and/or respondent detailing each allegation brought forth by the complainant and a summarized version of the investigative findings without revealing the identity or statements of any witnesses interviewed. Upon request, Nicole Miller & Associates, Inc. is also able to prepare a Preliminary Findings report in advance of the comprehensive report, such as in the event the organization hopes to provide an advance update to its governing board while the investigation is still underway. In other instances, additional concerns may be brought to light throughout the course of the investigation that fall outside the scope of the original investigation but which the organization has an interest in knowing or investigating. On these occasions, Nicole Miller & Associates, Inc. will notify the client and, upon request, prepare an ancillary report addressing these outlying concerns.

Upon completion of the investigation, we promptly prepare a comprehensive case file that includes a copy of the investigative report; a copy of any documents, emails, photographs, video files and further evidence reviewed in the course of the investigation; and a witness name key, if witness identities were redacted. This comprehensive case file is submitted securely and electronically to the designated client contact.

If requested by the client, Nicole Miller & Associates welcomes the opportunity to present the findings in person to any group recommended by the client. This may include the organization’s governing board; a group of complainants; or students and parents. The information included in each presentation will be at the direction of the client and in accordance with applicable confidentiality statutes.

TITLE IX INVESTIGATIONS

NOTE: Nicole Miller & Associates, Inc. requires that all school district clients have in place and published Board-approved or interim Title IX investigation procedures in compliance with the current Title IX regulations. Nicole Miller & Associates, Inc. will not contract to conduct a Title IX investigation if the school district's Title IX policies/regulations are not up to date and aligned with the current regulations.

Nicole Miller & Associates, Inc. conducts Title IX investigations on behalf of K-12 school districts and community college districts. As Title IX investigators, we conduct thorough interviews, diligently collect and compile evidence, and prepare a written report detailing all information to be considered by the decision-maker(s) when making their determination as to whether the respondent is responsible or not responsible for violating the district's Title IX sexual harassment policy. Although under the current Title IX regulations, investigators no longer make findings or determinations of responsibility themselves, as this is now the role of the decision-maker(s), our investigative reports remain the same high-quality, detailed, and accurate work product our clients have come to expect and which have earned our firm the respect and repeated business of our valued clients.

Below is a summarized overview of our investigative process, outlining the comprehensive scope of our investigations and all services to be performed on behalf of the district.

Opening the Case File: In order to understand the full scope of the investigation and the alleged action(s)/policy violation, we begin by asking questions via an initial telephone conference with the Title IX Coordinator. Matters addressed during this initial telephone conference include the following:

- The specific allegations set forth (to the extent they are known by the institution);
- The relevant board policies and administrative regulations pertaining to the alleged conduct;
- The investigation participants, such as the complainant, respondent, and any known witnesses;
- Any documentation and evidence that may already have been provided by the reporting party or complainant.

Coordination of Interviews: Depending on the district's preference and/or nature of the investigation, the investigator may coordinate directly with any interviewees to schedule a mutually convenient time for their interview, or rely upon the district to help with the scheduling of interviews. Either way, we welcome collaboration with a specific contact person at the district to facilitate introductions as necessary and to reserve interview space for in-person interviews. In some cases, virtual interviews may be preferred, either by the client (e.g., to be considerate of the institution's resources, as our school district clients are

located throughout the state) or by the parties to the investigation (e.g., if either the complainant or respondent are uncomfortable meeting in person). The investigator will check with the district beforehand to obtain its stance on virtual interviews.

Our firm is knowledgeable regarding the important considerations for interview scheduling, such as:

- Reminding the complainant and respondent of their right to bring an advisor to any meeting regarding the investigation;
- Obtaining parent consent prior to the interview of any minors;
- When possible, coordinating in-person interviews in a way that reduces travel time and costs (e.g., scheduling multiple interviews at a given location on the same day);
- Grouping interviews in such a way so as to limit discussion amongst parties;
- Ensuring the interviews are conducted at a neutral location to the concerns.

Nicole Miller & Associates, Inc. requires parent consent prior to the interview of any minor. Parents are welcome to be present for the interview of their child, and must be present if the interview is taking place virtually.

Conducting and Documenting Investigative Interviews: Our investigators are trained to ask the appropriate questions relevant to the case and in a manner that is comprehensive and respectful of the parties being interviewed. Our investigators have been trained in the Forensic Experiential Trauma Interview (“FETI”) framework, which is a science-based, neutral and equitable approach to interviewing designed to enhance opportunities for information. We are cognizant of the multitude of factors to consider while conducting interviews, including but not limited to:

- Obtaining specific facts and recollections (dates, timeframes, locations, names);
- Obtaining all available evidence (emails, text messages, social media posts, photographs, video footage, call logs, etc.);
- Clarifying parties’ understandings of pertinent policies and procedures;
- Identifying any criminal elements in statements and/or information required to be reported to law enforcement;
- Ensuring participants feel confident in the investigative process.

Our investigators also provide prepared admonitions to all interview participants regarding the district’s policies prohibiting retaliation against any individual for participating in the investigative process. They are also advised that the investigation process is not confidential, but that discretion is encouraged so as to respect the private and sensitive nature of the allegations.

Interview Note Review: Because we do not audio or video record our interviews (a policy based upon several factors, including the potential for issues with equipment failure and/or proper functioning and the fact that some individuals may not approve of audio recording, and we strive to maintain uniformity), within three calendar days of their investigative interview, each interviewee is provided a copy of the investigator's interview notes taken during their interview and the opportunity to submit any substantive corrections, clarifications, or additions. Interviewees are asked to provide any corrections or clarifications, or to confirm approval of the notes as taken, within seven calendar days. This helps ensure transparency and accuracy in the investigative process, and is an additional measure by which the complaining and responding parties are kept apprised of the evidence to be considered when determining the investigative findings.

Document and Evidence Review: With any case, document and evidence review is critical to making thorough and fact-based findings. While the level of documentation varies from case to case, we maintain the same eye for detail whether an investigation involves several pages of evidentiary documentation, or thousands. We maintain strict adherence to confidentiality and document control procedures, and any original documents received during the course of an investigation are returned to the district and/or appropriate party at the conclusion of the investigation.

Preliminary Investigation Report and Review Period: In line with the current Title IX regulations, the complainant and respondent, and their respective advisors, are provided a preliminary report containing all evidence directly related to the allegations. They are allowed 10 calendar days to inspect, review and submit a written response to the evidence prior to the completion of the final investigation report. Our preliminary investigation reports include the following sections:

- An introduction detailing the allegation(s) and explaining the purpose of the preliminary report and review period and the parties' rights to inspect, review and provide a written response to the report.
- A statement detailing why the district has jurisdiction over the allegations pursuant to the current Title IX regulations.
- A description of the district's Title IX sexual harassment policy, and a statement detailing the evidence standard ("preponderance of the evidence" or "clear and convincing") to be used by the decision-maker(s) when reaching their determination of responsibility/non-responsibility.
- An overview of the investigative procedures, including the date(s) the parties were notified of the investigation; when Nicole Miller & Associates, Inc. was retained to conduct the investigation; the dates and locations of all interviews; and a list of all exhibits containing directly related evidence. This section also details any individuals we tried to interview but could not, for whatever reason, and any witnesses who were

identified but whom the investigator chose not to interview and why (e.g., they were not a direct witness, or a witness interview was not deemed prudent given the respondent's admission to the allegation as described by the complainant).

- For each allegation set forth by the complainant, our reports include a breakdown of: the allegation; the statements of all witnesses and the respondent in regard to the allegation; and a summary of documentary, visual, or other evidence relevant to the allegation.
- Finally, the preliminary report includes a conclusion explaining the timeframe for the evidence review period and the parties' right to inspect, review and submit a written response to the report and accompanying exhibits by the specified deadline.

All preliminary investigation reports are accompanied by any evidence determined to be directly related to the allegations and information contained within the report.

The preliminary investigation report and all evidence are shared with the parties and their respective advisors via *Onehub*. The parties are granted access to a *Onehub* workspace containing the report, a separate exhibit list, a witness name key (if applicable), and each exhibit as an individual document. The parties only have the ability to view the preliminary investigation report and exhibits. They do not have access to print, download, or otherwise alter the documents, and prior to being granted access to the documents, they are required to agree to a disclosure stating they will not take other efforts to record (e.g., photograph) the report and/or evidence. All documents within *Onehub* are watermarked with the viewer's login credentials as an additional measure in the event of duplication.

Even if a party is uncooperative or otherwise chooses not to participate in the investigative process, they are still presented with an opportunity to review the preliminary investigation report and exhibits. Our investigators will make documented efforts to present this opportunity to the uncooperative complainant or respondent so as to satisfy the district's obligation for fairness and equal opportunities between complainant and respondent.

Final Investigative Report and Review Period: After the complainant and respondent have each been provided 10 calendar days to inspect, review, and submit a written response to the preliminary investigation report, the investigator will prepare the final investigative report. This report must fairly summarize all relevant evidence and be presented to the complainant and respondent, and their respective advisors, for their review and response at least 10 calendar days prior to any hearing (for community college districts) or determination made by the decision-maker(s). This report will be nearly identical in layout to the preliminary investigation report. This report will also include the addition of the following sections:

- A summary of each party's written response to the preliminary evidence review period, if one is received (the written response will also be included as an exhibit).
- A breakdown of all undisputed and disputed facts to guide the decision-maker(s) in reaching their determination of responsibility/non-responsibility.
- A timeline of the reported incident(s), if applicable, to aid the decision-maker(s) in understanding a clear sequence of alleged events.
- An overview of credibility factors to be considered by the decision-maker(s) when making their determination. This is an evaluation of the credibility of the evidence (e.g., whether certain details were corroborated/disproven by witnesses or evidence), rather than the credibility of the individuals.

Similar to the preliminary investigation report, this final investigative report and all exhibits will be shared with the parties and their advisors via *Onehub* and they will be granted 10 calendar days to inspect, review, and submit a written response to the evidence. Once more, they may not duplicate the documents.

Upon the conclusion of this final evidence review period, the investigator will provide the Title IX Coordinator with access to the same *Onehub* workspace containing the final investigation report and all exhibits, and any written responses received from the complainant and respondent following this second 10-day review period.

For K-12 Districts:

Per the current Title IX regulations, after the final investigative report has been shared with the parties but before reaching a determination regarding responsibility, the decision-maker shall afford each party the opportunity to submit written relevant questions that they want asked of any party or witness, provide each party with the answers, and allow for additional limited follow-up questions from each party. The investigator will make themselves available to answer any such questions posed of either party for the investigator. The investigator will not answer to questions of participant credibility, proposed findings, or other matters deemed not relevant, or that should be the determination of the decision-maker(s).

For Community College Districts:

Per the current Title IX regulations as they pertain to community college districts, after the investigation has been completed and the final report has been shared with the parties, and prior to reaching a determination regarding responsibility, the district will hold a live hearing to provide the complainant and respondent an opportunity to respond to the evidence gathered before a decision-maker. The investigator will participate in any hearing process related to the Title IX investigation. They will present an overview of their investigation and submit to any questions posed by the decision-maker(s) and the

complainant and respondent, via their advisors. The investigator will not answer to questions of participant credibility, proposed findings, or other matters that should be the determination of the decision-maker(s). The investigator will be present for part or all of the hearing, at the client's request.

ADDITIONAL CONSIDERATIONS: If at any time during the Title IX investigation process, the complainant or respondent indicate a desire to initiate an Informal Resolution process, the investigator will promptly notify the Title IX Coordinator. In the event the complaint is able to be successfully resolving using the Informal Resolution process, the investigator will draft a summary report outlining the allegations and investigative procedures to date, and the fact the parties were able to resolve the matter informally. The investigator will furnish the District with any interview notes and exhibits collected in their investigation process. If either party withdraws from the Informal Resolution process prior to agreeing to a resolution, the investigator will proceed with their original investigation.

FEES

Nicole Miller & Associates, Inc. charges a flat hourly rate of \$250.00 per hour for all investigative services. For investigations requiring travel to and from the interview site, we bill for the standard IRS rate.

OUR TEAM

Our team of investigators are expertly trained in areas such as Title IX investigations in compliance with the current regulations, open-source and background investigations, Forensic Experiential Trauma Interviewing (FETI) techniques and trauma support. All of our investigators have undergone criminal history clearance by the California Department of Justice and the Federal Bureau of Investigations in accordance with California Education Code §33192, §33195.3, and §45125.1, which state that a school district, heritage school, or private school may require an entity that has an existing contract with a district to obtain criminal history clearance. Our investigators are trained to handle all manner of complex considerations relating to sensitive matters, and we are dedicated to providing unbiased and fact-based investigations. We skillfully balance confidentiality requirements alongside our firm's commitment to an ethical and transparent investigative process for all parties involved.



Nicole Miller
President & CEO

After serving as a Deputy Sheriff for the Orange County Sheriff's Department, Nicole followed her lifelong dream and entered the field of private investigations. She has conducted criminal and civil investigations for over twenty years with more than a decade of those years focused on investigations for school districts. Nicole is a long-standing Subject Matter Expert for the California Bureau of Security and Investigative Services and was selected to participate in the development of the occupational analysis for the Bureau's Private Investigator Qualified Manager Licensing Examination. She places a high value on cutting edge training and credentialing of all Nicole Miller & Associates, Inc. investigators. Nicole and her staff have centered their growth on honing their investigative knowledge and ensuring adherence to ever-changing federal and state laws, regulations, education code and board policies. Nicole routinely offers personalized investigative training to organizations seeking to advance their administration's handling of investigative matters and risk management. Nicole thoroughly reviews every investigative report submitted by her firm's expert investigators and has earned a singular reputation for exceptional service to her firm's many clients within the State of California.



Alyssa Jarvis
Senior Investigator

Alyssa has provided public, private and not-for-profit entities with all matters of investigative services, including complaint-based investigations, workplace climate surveys, person locates, surveillance/sub rosa, and residency verifications. Her investigations and findings were essential in the preparation of legal defenses and/or settlement packages in several publicized lawsuits that alleged use of force towards minors, assault and battery, discrimination, retaliation, and sexual harassment. Alyssa is skilled in producing high-quality, fact-based investigation reports with succinct and easily-discernable findings and analyses. Alyssa's investigations have uncovered sexual assault, harassment, discrimination, retaliation and other unprofessional conduct in educational institutions, often involving confidential and high-profile implications or outcomes. Likewise, her work has established unfounded allegations against various executive level agency leaders, to include college presidents, cabinet members at various K-12 educational institutions, and C-suite executives at public and private agencies. Alyssa has also overseen sensitive matters involving young children, which require an understanding of child development in order to thoroughly establish the facts

of alleged or suspected incidents of mistreatment. Alyssa graduated *cum laude* from the University of Wisconsin with a psychology degree, and *magna cum laude* from Wheaton College with a master's degree in marriage family therapy.



Lisa Remmers
Senior Investigator

Lisa has comprehensive experience in all forms of complaint investigations, surveillance/sub rosa and subpoena service for a client base that includes attorneys, school districts, medical facilities, utility districts, and private companies. She has managed high-profile cases with discretion, including those that drew media coverage and directly implicated prominent figures within organizations leading to resignation or termination. Lisa's client relation skills and commitment to results have earned her a stellar reputation among clients for delivering a logical, rational, and legally defensible work product. Lisa has considerable skill in research, including tracking digital footprints. She provides training courses for administrators and managers about how to conduct sound internal investigations within their organizations. Lisa underwent extensive Title IX/sexual harassment training following the Department of Education's 2020 revision of Title IX regulations and she is qualified to serve in the roles of investigator, hearing officer/decision maker, and as an advisor to either the complainant or respondent in Title IX matters. Lisa graduated *cum laude* from California State University, Long Beach with a degree in journalism.



Brittney Hamilton
Senior Investigator

Brittney's efficiency and versatility has enabled her to conduct a vast array of large-scale investigations for academic and corporate entities that required interviewing dozens of witnesses, reviewing hours of video surveillance footage and/or documentary evidence, and addressing allegations occurring over the span of multiple years. In recent years, Brittney successfully managed an environment survey of 74 staff members from a single school site within a constricted timeframe. Brittney has handled several matters that garnered attention from media outlets, including cases involving allegations that school law enforcement officers racially profiled and implemented improper use of force against a student and allegations surrounding the placement of a hidden surveillance camera inside a classroom. Several of Brittney's cases necessitated her participation in employment termination hearings and unemployment insurance appeals board hearings, during which she provided credible testimony about her investigation and findings.



Tim Bernstein
Senior Investigator

Brittney earned her law degree from Pepperdine University. Her legal expertise enables her to examine, evaluate and apply district policy and procedure to factual allegations in cases to further strengthen her findings.

Tim has experience with a wide variety of investigations including background checks, surveillance requests, and fraud. He has investigated many aspects of financial impropriety related to K-12 school districts, community colleges, school boards and county departments of education. Tim's financial forensic investigations for these various jurisdictions include school district insurance contract bids, collusion between contractors and employees, impropriety related to taxes on the part of accounting staff, mismanagement of Associated Student Body funds, board member campaign fundraising, and wire transfer fraud. Some of the fraud investigations Tim conducted have led to the removal or resignation of high-level District administrators as well as referrals to law enforcement agencies. Tim has also overseen Title IX discrimination investigations leading to the removal or resignation of multiple school District employees. Tim has a graduate degree from the University of Oxford, which equipped him with the ability to thoroughly research documentary and digital evidence and conduct methodical readings of such evidence.



Jacqueline Lee
Senior Investigator

Jacqueline has investigated a wide range of school and workplace complaints, from age and race-based discrimination concerns to allegations of bias and retaliation impacting hiring, tenure and promotions. Jacqueline's investigations into harassment and sexual misconduct have resulted in findings that revealed teachers' inappropriate behavior toward minor students; unprofessional supervisor-employee relationships among colleagues; and workplace misconduct within a campus police agency. Her work has withstood legal scrutiny in special education compliance and wrongful termination lawsuits. Jacqueline has worked with law firms, public and private school districts, municipalities and law enforcement agencies to ensure her reports meet clients' preferred styles and unique needs. She has deliberately cultivated a patient, approachable and empathetic interviewing style that proves to be valuable when navigating certain investigative circumstances, such as while working with trauma victims or acquiring the cooperation of witnesses. Jacqueline is a graduate of the

University of Southern California's Annenberg School for Communication and Journalism. Jacqueline previously worked as an investigative journalist for more than a decade in multiple states and has a deep understanding of public records, open meeting laws, and city governance. She also speaks Cantonese and Mandarin.



Stephanie Way
Associate Investigator

Stephanie earned her degree in Journalism from Cal Poly, San Luis Obispo. With her vast writing and editing experience and keen eye for detail, Stephanie has successfully conducted a variety of personnel investigations addressing matters such as employee misconduct; hostile work environment; and Title IX discrimination complaints related to sexual harassment, retaliation and disability. Stephanie has previous work experience in the community college system and has volunteered as a court appointed special advocate for children in the foster care system. She prides herself upon providing clients timely, accurate and thorough findings clearly articulated within a succinct and meticulously researched work product.



Cristina Truong
Senior Investigator

Cristina has experience in a variety of personnel complaint investigations, including racial discrimination and hostile work environment. She has worked with K-12 school districts, community college districts and private corporations in her pursuit of delivering impartial investigations. Her previous experience as an employment law attorney allows her to quickly discern the relevant information and concisely convey the facts. Cristina earned her law degree from the University of California, Irvine. She graduated *cum laude* from the University of California, Riverside with a degree in political science and international relations.