

CONTRACT NAME: AGREEMENT BETWEEN NEITHER NEAR NORFAR CONSULTANTING AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement is to facilitate the PBL Innovative Summer Institute in June. Contract covers three day professional development facilitator services. Interested DJUSD staff will sign up for the training. Training will also be offered to outside staff who will pay to attend.

FISCAL IMPACT: Cost budgeted in Professional Development Budget. Outside staff that attend training will pay a fee.

Neither Near Norfar Consulting

7013 Landing Road, Oklahoma City, OK 73132 • (405) 209-3764

Contract for Educational Consulting Services:

Davis Joint Unified School District
C/O Rody Boonchouy
526 B St.
Davis, CA 95616

Educational Consultant/District Agreement:

This agreement is by and between Telannia Norfar (Educational Consultant) and Davis Joint Unified School District (herein referred to as Davis). The parties agree to the following terms:

1. Educational Consultant shall participate as a trainer/facilitator at the PBL workshop on June 11 to 13, 526 B St., Davis, CA 95616.
2. Davis agrees to pay educational consultant for services rendered as follows: \$5500 total cost inclusive of the consultant fee, training materials, preparation time, and related travel expenses.
3. Payment by Davis will be made to the Educational Consultant within 30 days of the invoice. Educational Consultant agrees to invoice Davis within 30 days after the workshop completion. A 10% APR sales charge will be assessed on any payments received after the 90-day period following the receipt of the invoice. For each 30-day period following the receipt of the invoice and non-payment by Davis, an additional assessment of a 10% APR sales charge will be charged.
4. The Educational Consultant and Davis have agreed upon the approximate number of teachers (35 teachers and administrators) to take part in the workshop. If said number of teachers is increased by 20% without prior notification and agreement by both parties, there will be an additional fee of \$500 assessed.
5. Educational Consultant enters into this agreement as, and shall continue to be, an independent contractor. In no circumstances shall educational consultant look to Davis as an employer, partner, agent, or principal. Educational Consultant shall not be entitled to any benefits accorded to Davis.
6. The undersigned Educational Consultant shall be solely liable and responsible to pay all required taxes and other obligations including, but not limited to, withholding and Social Security.
7. If the contract is terminated within 1- 5 business days before the said workshop is to take place, Davis agrees to pay a \$100 cancellation fee to the Educational Consultant. The termination fee is due within one week of the cancelled workshop date. Additionally, all travel arrangement cancellation fees and reimbursements will be assessed to Davis and are due within one week of the cancelled workshop date.

Signature: Telannia Norfar (Telannia Norfar: Educational Consultant)

Date: 5/8/18

Signature:  (Authorized Representative for Davis)

Date: 5/11/18

**DJUSD**DAVIS JOINT UNIFIED
SCHOOL DISTRICTJohn A. Bowes, Ed.D.
Superintendent

526 B Street ♦ Davis, CA 95616 ♦ (530) 757-5300 ♦ FAX: (530) 757-5323 ♦ www.djUSD.net**Davis Joint Unified School District****Neither Near Norfar Consulting****Terms of Service**

Jurisdiction, Venue, & Interpretation

The Terms of Service shall be governed by and construed in accordance with the laws of the State of California. Each party consents to personal jurisdiction and venue in Yolo County. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. If a court of competent jurisdiction rules as invalid any provision of this agreement or the application of any provision to any person or circumstance, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and all other provisions shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Service, or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Accepted as addendum to agreement dated 5/8/18.

By: Melanie Norfar - Telannia Norfar

Title: President & CEO

Date: 5/11/18