

**CONTRACT NAME: AGREEMENT BETWEEN ROBERTO TIJERINA AND  
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement provides consulting services for a four day training titled Interpreting for Social Justice. The training will be offered to any DJUSD staff member proficient in English and at least one other language. The goal is to offer regular opportunities for building language interpretation skills across the District to foster a climate of inclusion for parents.

**FISCAL IMPACT:** The cost for these consulting services will be \$4,000 plus travel expenses and is included in the 2018-2019 approved budget.

## Consulting Agreement

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This Consulting Agreement ("Agreement") is entered into as of date June 18, 2018 by and between **Davis Joined Unified School District ("Client")** and **Roberto Tijerina ("Consultant")** (collectively, the "Parties"). Client enters into this Agreement with Consultant to provide popular education-based interpretation training. The following sets forth the Agreement between the Parties and binds them both.

### SCOPE OF WORK

Consultant's Scope of Work is as follows:

1. Provide a three-day popular education interpretation training to DJUSD staff designated by client. This training is based on the Interpreting for Social Justice curriculum developed by the Consultant and the Highlander Research and Education Center and will be adapted to address interpretation in educational settings.

Consultant may decline, or charge additionally for, work that Consultant deems to be beyond this scope.

### PAYMENT

Client will pay Consultant a fee of \$2000 per training per consultant for facilitation of interpretation training, plus cost of travel for one Consultant. Training will be facilitated by two consultants for a total of \$4000 in consultant fees.

Travel will consist of:

- inbound/outbound flight to/from the nearest major airport
- travel to/from airport to training city if public transportation is not available
- lodging from August 19-22, 2018 (3 nights)

Payment for the full amount of the training expenses will be made in at the end of the training on August 22, 2018 in the form of a check made out to Consultant.

Travel will be arranged and paid for by Client in advance of travel for the training. Consultant will provide all necessary travel information.

### CONFIDENTIAL INFORMATION

Any information supplied by one party to the other deemed "Confidential" must be used only for the purposes of the Agreement and must not be disclosed to any other third-party without the disclosing party's prior written consent. This does not apply to information that is publicly available or that the recipient already properly knew, developed or received independently. When the Agreement terminates, Consultant must return to Client any materials containing confidential information. Confidentiality obligations survive the termination of the Agreement.

### INDEPENDENT CONTRACTOR RELATIONSHIP

Consultant is an independent contractor and not an employee of Client. Consultant is solely responsible for all taxes, withholdings, insurance, and any other obligations that may apply to an independent contractor.

#### **LIMITED WARRANTY**

Consultant warrants that no obligation to a third party prohibits Consultant from entering into the Agreement, and that to the Consultant's knowledge, work produced under the Agreement will not violate the intellectual property rights of any third party.

#### **INDEMNIFICATION**

Each Party to the Agreement will indemnify and hold harmless the other Party, as permitted by law, from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, legal fees and costs of any kind or amount whatsoever to the extent that any of the foregoing is directly or proximately caused by the negligent or willful acts or omissions of the indemnifying party or its agents or representatives and which result from or arise out of the indemnifying party's participation in the Agreement. This indemnification will survive the termination of the Agreement.

#### **LIMITATION OF LIABILITY**

It is understood and agreed that the Consultant will not be liable to the Client, or any agent or associate of the Client, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by the Agreement.

#### **TERMINATION**

If either party materially breaches the Agreement, the non-breaching party may terminate the Agreement only by providing written notice of the breach to the breaching party. The breaching party shall have 5 days to cure the breach after receiving such notice. If the breaching party fails to cure the breach in that time, the Agreement shall terminate except with respect to those obligations that are noted herein as surviving termination.

If the Agreement terminates for any reason other than a material uncured breach by Consultant, then the following fees become immediately payable to Consultant, less any fees already paid:

- Any unpaid fees prorated for the portion of the work completed at the time of termination

The above payment obligation, and any payment obligations pending at termination, shall survive termination.

#### **CHOICE OF LAW**

In the event a dispute arises out of or in connection with the Agreement, any claims against either party will be filed in the District of Columbia.

#### **MISCELLANEOUS**

The Agreement and the legal relations between the Parties shall, in all respects, be governed by, and construed in accordance with, the laws of the District of Columbia, without regard to principles of conflicts of law.

The Agreement is between Client and Consultant and neither is allowed to delegate, transfer or assign it to a third party without the written consent of the other.

This is the Parties' entire agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent.

Signing a copy of this agreement, physical or electronic, will have the same effect as signing an original.

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Date

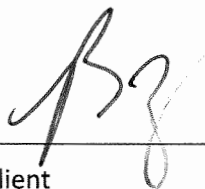
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Roberto Tijerina, Consultant

7/12/18

Date

Client



Bruce E. Colby  
Chief Business Officer

Davis Joint Unified School District

Roberto Tijerina, Consultant

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 must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Accepted as addendum to Terms and Conditions

By:



Title: Roberto Tijerina - Consultant

Date: July 10 2018