

**THIS CONSULTING AGREEMENT (the "Agreement") is dated this 22<sup>nd</sup> day of December, 2020.**

<b>CLIENT</b>	<b>CONSULTANT</b>
Berlin Public Schools 238 Kensington Road, Berlin CT 06037  (the "Client")	EDYUCAN Consulting, Inc. 34 Edgewood Lane, Glastonbury, CT 06033  (the "Consultant")

### **BACKGROUND**

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### **SERVICES PROVIDED**

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - Services include analyzing client needs, identifying and designing professional development, and facilitating training
2. The Services will also include any other consulting tasks that the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

### **TERMS OF AGREEMENT**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 45 days written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon the termination of this Agreement.

## Consultant Agreement

### **PERFORMANCE**

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **CURRENCY**

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

### **COMPENSATION**

10. The Consultant will charge the Client for the Services at the rate of \$500.00 per hour (the "Compensation") for analyzing client needs, identifying and designing professional development, any other consulting tasks that the Parties may agree on.
11. The Consultant will charge the Client \$1000.00 per hour (the "Compensation") for each training/professional development facilitation
12. The Client will be invoiced every month by the 5<sup>th</sup> of the month.
13. Invoices submitted by the Consultant to the Client are due to the Consultant within 30 days of receipt.

### **REIMBURSEMENT OF EXPENSES**

14. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services. The Consultant will only be reimbursed for expenses submitted according to the following guidelines:
  - The consultant will be reimbursed for any one expense that exceeds \$250.00.

### **PENALTIES FOR LATE PAYMENTS**

15. Interest payable on any overdue amounts under this Agreement is at a rate of 5.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

### **CONFIDENTIALITY**

16. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
17. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
18. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

## Consultant Agreement

### **OWNERSHIP OF INTELLECTUAL PROPERTY**

19. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
20. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

### **RETURN OF PROPERTY**

21. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

### **CAPACITY/INDEPENDENT CONTRACTOR**

22. In providing the Services under this Agreement, it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

### **RIGHT OF SUBSTITUTION**

23. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
24. In the event that the Consultant hires a sub-contractor:
  - the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
  - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

### **AUTONOMY**

25. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

### **EQUIPMENT**

26. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

## Consultant Agreement

### **NO EXCLUSIVITY**

27. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

### **NOTICE**

28. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties appearing on the first page of this Agreement, but each party may change that address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

### **INDEMNIFICATION**

29. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **MODIFICATION OF AGREEMENT**

30. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **TIME OF THE ESSENCE**

31. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **ASSIGNMENT**

32. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### **ENTIRE AGREEMENT**

33. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Consultant for the Client and contains all of the covenants and

Consultant Agreement

agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

**GOVERNING LAW**

34. This Agreement will be governed by and construed in accordance with the laws of the State of Connecticut.

**SEVERABILITY**

35. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**


36. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 22<sup>nd</sup> day of December, 2020.

Berlin Public Schools

Per:  (Seal)

Officer's Name: ERIN K. MCGURIK  
Assistant Superintendent



Tonya M. Claiborne, Ed.D  
EDYUCAN Consulting, Inc.

**Tonya M. Claiborne, Ed.D**

34 Edgewood Lane  
 Glastonbury, CT 06033  
 United States

# INVOICE

Invoice Number: 1295  
 Invoice Date: Jan 25, 2021  
 Page: 1

Voice: (413)355-2468  
 Fax:

**Bill To:**  
 Berlin Public Schools  
 238 Kensington Road  
 Berlin, CT 06037  
 United States

**Ship to:**

Customer ID	Customer PO	Payment Terms	
BRLPS		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		2/24/21

Quantity	Item	Description	Unit Price	Amount
2.00	VM	Zoom Meeting: Erin & Laurie	500.00	1,000.00
5.00	PDP	Professional Dev Planning: 1/10 (includes research, design, and prep)	500.00	2,500.00
1.50	PDT	Professional Dev Training: 1/21 Advisory Committee (intro to biases)	1,000.00	1,500.00

*Handwritten initials*

*9366  
1/27/21*

*ok to pay  
Sheff grant  
00701-51-12-1201-5000-50-3305-00*

*ETC*

Subtotal	5,000.00
Sales Tax	
Total Invoice Amount	5,000.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>5,000.00</b>

Check/Credit Memo No:

**Tonya M. Claiborne, Ed.D**

34 Edgewood Lane  
 Glastonbury, CT 06033  
 United States

**INVOICE**

Invoice Number: 1360  
 Invoice Date: Mar 1, 2021  
 Page: 1  
 Duplicate

Voice: (413)355-2468  
 Fax:

**Bill To:**  
 Berlin Public Schools  
 238 Kensington Road  
 Berlin, CT 06037  
 United States

**Ship to:**

Customer ID	Customer PO	Payment Terms	
BRLPS		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		3/31/21

Quantity	Item	Description	Unit Price	Amount
1.00	VM	Zoom Meeting: 1/7 with Erin.	500.00	500.00
4.00	PDP	Professional Dev Planning: 2/7 - 2/11 (research, design, and prep)	500.00	2,000.00
2.00	PDT	Professional Development Training and follow up after: 2/18	1,000.00	2,000.00

*Handwritten notes:*  
 OK to P-7 (grant)  
 00600.51.12.1201.5000.30.3300.00  
 9410  
 3/11/21  
 3/15/21

Subtotal	4,500.00
Sales Tax	
Total Invoice Amount	4,500.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>4,500.00</b>

Check/Credit Memo No:

**Tonya M. Claiborne, Ed.D**  
 34 Edgewood Lane  
 Glastonbury, CT 06033  
 United States

# INVOICE

Invoice Number: 1379  
 Invoice Date: Apr 5, 2021  
 Page: 1

Voice: (413)355-2468  
 Fax:

**Bill To:**  
 Berlin Public Schools  
 238 Kensington Road  
 Berlin, CT 06037  
 United States

**Ship to:**

<b>Customer ID</b>	<b>Customer PO</b>	<b>Payment Terms</b>	
BRLPS		Net 30 Days	
<b>Sales Rep ID</b>	<b>Shipping Method</b>	<b>Ship Date</b>	<b>Due Date</b>
	Airborne		5/5/21

Quantity	Item	Description	Unit Price	Amount
7.00	PDP	Professional Dev Planning: 3/6 - 3/8 (includes planning, research, and prepping)	500.00	3,500.00
1.00	VM	Zoom Meeting: 3/8 w/ Erin	500.00	500.00
1.50	PDT	Professional Dev Training: 3/11 Session #3	1,000.00	1,500.00
1.00	VM	Zoom Meeting: 3/22 w/ Erin for April session	500.00	500.00
<b>Subtotal</b>				6,000.00
<b>Sales Tax</b>				
<b>Total Invoice Amount</b>				6,000.00
<b>Payment/Credit Applied</b>				
<b>TOTAL</b>				<b>6,000.00</b>

*Handwritten notes:*  
 9448  
 4/14/21  
 4/14/21

Check/Credit Memo No:

*Handwritten signature:*  
 OK to pay  
 G. M.

00600.51.12.1201.5000.30.3300.00



**Tonya M. Claiborne, Ed.D**

34 Edgewood Lane  
 Glastonbury, CT 06033  
 United States

**INVOICE**

Invoice Number: 1401  
 Invoice Date: May 5, 2021  
 Page: 1  
 Duplicate

Voice: (413)355-2468  
 Fax:

**Bill To:**  
 Berlin Public Schools  
 238 Kensington Road  
 Berlin, CT 06037  
 United States

**Ship to:**

<b>Customer ID</b>	<b>Customer PO</b>	<b>Payment Terms</b>	
BRLPS		Net 30 Days	
<b>Sales Rep ID</b>	<b>Shipping Method</b>	<b>Ship Date</b>	<b>Due Date</b>
	Airborne		6/4/21

Quantity	Item	Description	Unit Price	Amount
5.00	PDP	Professional Dev Planning: includes customizing and research	500.00	2,500.00
1.50	PDT	Professional Dev Training: 4/8	1,000.00	1,500.00
Subtotal				4,000.00
Sales Tax				
Total Invoice Amount				4,000.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>4,000.00</b>

*VA # 9472  
 5/12/21*

Check/Credit Memo No:

*OK to P-7  
 00701, 51, 12, 1201, 5000 50  
 3300.00  
 Shell grant  
 [Signature]*

**Tonya M. Claiborne, Ed.D**

34 Edgewood Lane  
 Glastonbury, CT 06033  
 United States

**INVOICE**

Invoice Number: 1440  
 Invoice Date: Jun 2, 2021  
 Page: 1

Voice: (413)355-2468  
 Fax:

**Bill To:**  
 Berlin Public Schools  
 238 Kensington Road  
 Berlin, CT 06037  
 United States

**Ship to:**


Customer ID	Customer PO	Payment Terms	
BRLPS		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		7/2/21

Quantity	Item	Description	Unit Price	Amount
2.00	VM	Zoom Meeting: 5/3 - initial meeting to discuss session #5; 5/10 - final review of session	500.00	1,000.00
7.00	PDP	Professional Dev Planning: 5/4 - 5/10 (includes research, design, and prep)	500.00	3,500.00
1.50	PDT	Professional Dev Training: 5/13	1,000.00	1,500.00
Subtotal				6,000.00
Sales Tax				
Total Invoice Amount				6,000.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>6,000.00</b>

*Anthony*  
 6/10/21

*pd 15/21*  
*6/12*  
*CP8033800*

Check/Credit Memo No:

*du to pay*   
 00201.61.20.2210.2066.30.3220.30

**Tonya M. Claiborne, Ed.D**

34 Edgewood Lane  
 Glastonbury, CT 06033  
 United States

**INVOICE**

Invoice Number: 1498  
 Invoice Date: Aug 27, 2021  
 Page: 1

Voice: (413)355-2468  
 Fax:


**Bill To:**  
 Berlin Public Schools  
 238 Kensington Road  
 Berlin, CT 06037  
 United States

**Ship to:**

Customer ID	Customer PO	Payment Terms	
BRLPS		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		9/26/21

Quantity	Item	Description	Unit Price	Amount
5.00	PDP	Professional Dev Planning: 6/6 - 6/9 based on meeting w/Erin on 5/13 (includes planning, research and prepping.	500.00	2,500.00
1.50	PDT	Professional Dev Facilitation: 6/10	1,000.00	1,500.00
1.00	VM	Zoom Meeting: 6/10 debrief and brainstorming with Erin for fall 2021.	500.00	500.00
1.00	PC	Zoom Meeting: 6/10 debrief and brainstorming with Erin for fall 2021 (Professional Courtesy).	500.00	-500.00
<b>Subtotal</b>				<b>4,000.00</b>
<b>Sales Tax</b>				
<b>Total Invoice Amount</b>				<b>4,000.00</b>
<b>Payment/Credit Applied</b>				
<b>TOTAL</b>				<b>4,000.00</b>

Check/Credit Memo No:

*OK to P<sup>2</sup>1*  
  
 00701.51.12.1201.  
 5000.50.3300.00  
 Staff grant