



Purchase Order

Fiscal Year 2021

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03/03/2021

IPSWICH PUBLIC SCHOOLS
BUSINESS OFFICE
ONE LORD SQUARE
IPSWICH, MA 01938

SALES TAX EXEMPTION
Certificate No. E-04-6001-191

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

21390327 - 00

JAMILAH PITTS
JAMILAH PITTS CONSULTING LLS
6300 GREEN JAY BEND
COLUMBUS, OH 43230

OFFICE OF THE SUPERINTENDENT
OF SCHOOLS
ONE LORD SQUARE
IPSWICH, MA 01938

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				21390344		N DZIADOSE	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
03/03/2021	30501					DISTRICT WIDE	
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
1	RACIAL EQUITY WORKSHOP 03/24/21 FOR IHS			1.0	EACH	\$1,200.00	\$1,200.00
	GL Account: L09596A - 6308			\$441.10			
	GL Account: N8196 - 6380			\$758.90			

DATE MERCHANDISE RECEIVED: _____

VERIFICATION OF RECEIPT BY: _____

PRINCIPAL OR ADMINISTRATOR: _____

DIRECTOR OF FINANCE AND OPERATIONS: _____

Joanne M. Cuff
VENDOR

Total Ext. Price
PO Total

\$1,200.00
\$1,200.00

Jamilah Pitts Educational Consulting

Contractual Agreement

This contract (otherwise known as an "Agreement") dated as of this **2nd day of March in the year 2021** is by and between **Jamilah Pitts Consulting, LLC**, an independent education consulting firm located in the state of Ohio ("JPC"), and **Ipswich Public Schools**.

For and in consideration of the premises and the mutual agreements and covenants set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Engagement

The client hereby engages JPC, and JPC hereby accepts such engagement, as an independent service provider to **Ipswich Public Schools**, to perform in a manner satisfactory to the client and consistent with this agreement of services.

JPC shall assist the client by providing:

- **One Racial Equity Training on 3/24/21 (2:30 – 3:30 PM ET).**
 - **Facilitating Critical Conversations**

2. Relationship

(a) Both parties understand and agree that JPC is retained as an independent consultant with respect to all matters relating to this agreement, including, without limitation, the services performed hereunder. JPC is not and shall not be deemed to be an employee of **Ipswich Public Schools**, any respect including but not limited to within the meaning of or in the application of any federal or state unemployment insurance law, social security law, workman's compensation law, industrial accident law, or other laws regarding work place safety or multi-employer work sites, or other industrial or labor law. JPC, at its own expense, shall comply with such laws, and assume all obligations imposed by any one or more of such laws with respect to this agreement.

(b) JPC will be solely responsible for the reporting and payment of any taxes or assessments, whether relating to compensation paid to JPC or the performance of consulting services by the JPC pursuant to this agreement including, without limitation, any unemployment insurance tax, payroll insurance, payroll taxes, federal, state or local income taxes, federal social security payments, state disability insurance taxes and foreign taxes, all of which JPC expressly agrees to pay when such taxes or assessments may become due.

(c) JPC agrees while performing the services required hereunder to observe such safety rules as **Ipswich Public Schools** shall prescribe as necessary for the protection of her personnel and property.

(d) JPC will indemnify **Ipswich Public Schools** for and hold her as a client harmless from and against any and all taxes which she may have to pay and any and all liabilities and expenses (including but not limited to reasonable fees and disbursements of accounts) that may be obtained against, imposed upon or suffered by her as a client or which she may incur by reason of its failure to deduct and withhold from the compensation payable under this Agreement any amounts required or permitted to be deducted and withheld from the compensation of an employee under the provisions of any federal, state or local statutes, laws or regulations, including, without limitation, the Federal Social Security Act, any unemployment insurance acts and/or any amendment thereof and/or any other statutes, laws or regulations heretofore or hereafter enacted requiring a withholding of any amount from the compensation of an employee. Jamilah Pitts Consulting acknowledges that he or she alone has the affirmative

Jamilah Pitts Educational Consulting

obligation and responsibility for carrying health insurance and paying his/her own social security taxes.

3. Term and Termination

The term of this agreement is from 3/2/2021 – 3/24/2021. The term of this agreement may be extended or expanded by mutual agreement of **Ipswich Public Schools** and Jamilah Pitts Consulting, LLC.

This agreement may be terminated by either party upon giving written notice to the other party.

4. Scope of Work and Compensation

During the term of JPC's engagement hereunder, **Ipswich Public Schools** shall compensate Jamilah Pitts Consulting an amount not to exceed **\$1,200** for the Educational consulting services outlined in Paragraph 1.

While rescheduling services is accepted, **Ipswich Public Schools** shall pay at least 75% of planned service fee/compensation for scheduled work in the event of complete cancellation by **Ipswich Public Schools** for scheduled services to be rendered.

5. Subcontractors

Ipswich Public Schools consents to allow Jamilah Pitts Consulting to subcontract for any of the services to be performed under this Agreement.

6. Requests for Payment/Reimbursement

Services are payable within **2 weeks (10 business days)** of receipt of electronic invoice from Jamilah Pitts Consulting, LLC during the contract period.

7. Indemnification

Jamilah Pitts Consulting hereby agrees to indemnify, defend and hold harmless **Ipswich Public Schools** and against any and all actions, claims, demands, costs, expenses (including reasonable attorneys' fees) and damages arising out of or incurred as a result of any breach of this Agreement by Jamilah Pitts Consulting, LLC.

8. Severability

If any provision of this Agreement is hereafter construed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions of this Agreement, which shall be given full effect, without regard to the invalid or unenforceable portions.

9. Confidentiality Agreement

Jamilah Pitts, LLC agrees to hold in confidence any and all information obtained through the contractor's relationship proprietary to **Ipswich Public Schools** which it may have access, and to return said information to **Ipswich Public Schools** at the conclusion of this agreement.

Jamilah Pitts Educational Consulting

**10. Intellectual Property
Ownership of Work Product.**

The parties hereby acknowledge that the Work Product, and all documentation (including Zoom recordings), information, systems, and other results developed in connection with the Work Product, will, to the extent permitted by Law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S.C. 101) and will remain **JPC**'s exclusive property.

11. Amendments

This agreement may be supplemented, amended, or revised only in writing by with the consent of both parties.

12. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior written and oral understandings, representations, or commitments by the parties with respect to the subject matter hereof.


13. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Ohio without regard to the conflicts of law principles thereof. Any disputes arising from this agreement shall be settled through binding arbitration.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date and year first set forth above.



Client



Date



Founder/ CEO, Jamilah Pitts Consulting, LLC

03 / 02 / 2021

Date