Approved: Diane Shortt

Date: 7/6/2020 QuickBooks





**PAYMENT AMOUNT** 

\$2,000.00 Edit amount

## Pay with bank transfer

**Account type** 

Personal checking

**Routing number** 

Routing number

Account number

Confirm account number

Account numbe (?)

Confirm account num

Account holder's name

Save a payment method for faster future payments. Sign in or create account.

## Payment Date NEW

Schedule it now, pay it on the date you

choose.

Set a date

By selecting Pay, I accept the Terms of Service and have read and acknowledge the Privacy Statement. I also allow Intuit to charge \$2,000.00 to my bank account on June 22, 2022.

Pay \$2,000.00

© 2022 Intuit Inc. All rights reserved.



## Q Inclusion, LLC

Invoice

1033

Due date

June 27, 2022

Invoice amount

\$2,000.00

Total

\$2,000.00

View invoice





## Merchant details

Email: hello@qinclusion.com





1 Information is protected and kept confidential

Approved: Diane Shortt

Date: 9/7/2022



Q Inclusion, LLC 4404 NE 71st Ave Portland, OR 97218 hello@qinclusion.com www.qinclusion.com

## INVOICE

BILL TO
Camas School District

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/14/2022	In-Person	Remaining balance for 3-hour workshop at Hayes Freedom High School on Queer & Trans Inclusion and Belonging at School, plus consulting sessions per contract / services agreement	1	2,000.00	2,000.00

**BALANCE DUE** 

\$2,000.00

### **Q INCLUSION LLC**

## **CONSULTING SERVICES AGREEMENT**

This Speaker Agreement ("Agreement") is entered into and effective JUNE 20, 2022 (the "Effective Date"), by and between Q Inclusion LLC ("Consultant") for services of Wes Chernin, ("Speaker") and Camas School District ("Client").

In consideration for the obligations set forth in this Agreement, Consultant and Client agree to the following terms and conditions:.

## **TERMS AND CONDITIONS**

- 1. <u>Services To Be Provided</u>. Consultant will provide the services of Speaker to deliver (1) 3-hour workshop on transgender and nonbinary cultural responsiveness at Discovery High School for approximately 20 staff and (2) Four 1-hour consulting sessions that may be used to bring together (a) Speaker and up to 2 Camas staff plus up to 3 Camas parents/caregivers or (b) Speaker plus up to 3 Camas staff (the "Services") on the specified dates that will be agreed upon in writing by Consultant and Client and may occur between June 2022 and December 2022 (the "Delivery Date(s)") for Client either in-person or via virtual platform, as discussed and agreed upon in writing by Consultant and Client (the "Program").
- 2. <u>Terms of Engagement</u>. Client agrees to return signed Consulting Services Agreement to Consultant within 1 week following the Effective Date and no later than JUNE 27, 2022. Client agrees to pay Consultant a fee in the amount of \$3,000.00 for the 3-hour workshop and a fee in the amount of \$1,000 for four 1-hour consulting sessions, for a total amount of \$4,000.00 (FOUR THOUSAND DOLLARS AND ZERO CENTS) (the "*Engagement Fee*"). A retainer fee of 50% of the Engagement Fee, or \$2,000.00 (TWO THOUSAND DOLLARS AND ZERO CENTS), is due upon signing the Consulting Services Agreement. The remaining balance of the Engagement Fee is due no later than 1 month prior to the Delivery Date of the 3-hour workshop.

## Cancellation or Postponement:

If Client wishes to cancel any part of the Program, Client shall provide Consultant written notice of cancellation via email (the "Cancellation Notice"). Cancellations are effective as of the business day following the date of the Cancellation Notice so long as Consultant acknowledges receipt by such date.

Client may postpone the Program to a mutually agreed upon date provided that such postponement occurs at least 30 days prior to the originally scheduled Delivery Date for Workshops and at least 24-hours prior to the originally scheduled Delivery Date for Consulting sessions. To request a postponement, Client shall provide Consultant a written request to postpone via email. No postponement

SF: 343267-3

shall be effective without written confirmation via email from Consultant. The Program may only be postponed once.

# Program Cancellation or Postponement:

The Engagement Fee will be refunded to Client in the event of the cancellation of the Program in accordance with the following schedule:

Timeframe for Cancellation	Refund %				
(i) Within 30 days following the Effective Date and more than 30 days prior to the Delivery Date(s)	100%				
(ii) More than 30 days following the Effective Date and more than 30 days prior to the Delivery Date(s)	50%				
(iii) Less than 30 days prior to the Delivery Date(s)	0%				

In the event Client has not paid Consultant the Engagement Fee prior to a cancellation, then the applicable Engagement Fee, less the refund percentage, shall be due immediately upon a cancellation.

**Recordings**. No recordings permitted for Consulting sessions. Recordings may be permitted for Workshops with written consent and agreed upon terms between Consultant and Client at least 1 month prior to Workshop Delivery Date(s).

3. Intellectual Property Rights. Consultant is and will be the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, including but not limited to the Services, any training or consulting materials provided to Client by Consultant in connection with the Services or this Agreement, the Recording and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other Consultant Materials of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by Consultant either (i) prior to the execution of this Agreement or (ii) in the course of performing the Services or other work performed in connection with the Services or this Agreement (collectively, and including the Services and the Recording ("Consultant Materials"), including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information and other intellectual property rights (collectively "Intellectual Property Rights") therein.

- 1. Except with respect to the Recording (which shall be governed by the terms of Section 3), Consultant hereby grants Client a non-exclusive, non-sublicensable, non-transferable, perpetual, license to use the Consultant Materials solely for its internal, non-commercial, informational, and educational purposes, and in any event, consistent with Consultant's organizational purpose and mission. Client will not, without Consultant's prior written consent in each case, (a) edit or create any derivative works based on the Consultant Materials or (b) disclose or distribute any Consultant Materials, including any copies, modifications or derivatives thereof, in any form or medium, to any third party.
- 4. <u>Confidentiality</u>. Neither party shall be permitted, other than as required by applicable law or order of a court or other tribunal, to disclose, and each party shall keep confidential, the specific terms and conditions of this Agreement except to the extent that both parties consent in writing thereto.
- 5. <u>Applicable Law</u>. This Agreement shall be governed by and shall be construed in accordance with substantive law of the State of Washington.
- 6. <u>Independent Contractor</u>. The parties are independent of one another. Neither party is an agent, representative, employee or partner of the other, and neither party shall hold itself out as being an agent, representative, employee or partner of the other or as having any authority to bind the other. Nothing contained herein shall be deemed or construed to create an association, agency, joint venture, partnership or employment relationship between the parties or to impose any liability attributable to such a relationship upon either party.
- 7. <u>Severability</u>. The invalidity or unenforceability of any provision of this Agreement, whether in whole or in part, shall not in any way affect the validity and/or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision shall be deemed severable to the extent of any such invalidity or unenforceability.
- 8. <u>Full Agreement</u>. This Agreement constitutes the full understanding and agreement of the parties in connection with the subject matter of this Agreement, and may be amended only in writing signed by both parties.
- 9. Force Majeure. Either Party shall not be considered in breach of or in default under this Agreement and shall not be liable to the other Party for any failure of or delay in the performance of its obligations under this Agreement when such failure or delay is due to an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods), war, strikes or labor disputes, loss of power, embargoes, government orders, acts of terrorism, epidemics, pandemics, connectivity issues or any other similar event beyond a Party's reasonable control (a "force majeure event"); provided, however, if a force majeure event occurs, the affected Party shall, as soon as practicable: (1) notify the other Party of the force majeure event and its impact on the affected Party's performance, and (2) use reasonable efforts to resolve any issues resulting from the force majeure event and perform its obligations under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement hereunder to be executed by their duly authorized officers.

**CAMAS SCHOOL DISTRICT:** 

Q INCLUSION LLC:

ame: +///an +/eck Name: Wesley Chemin

Title: DIV, OT PICIAL FRANK Title: Co-founder. Consultant

Signature: Will Signature: Will Signature:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement hereunder to be executed by their duly authorized officers.

CAMAS SCHOOL DISTRICT:	Q INCLUSION LLC:
Name: Hllan Hleck	Name: Wesley Chernin
Title: DIV, of Special frame	7 Title: <u>Co-founder, Consultant</u>
Signature: Well Signature	Signature:
6/20/2027	

(Rev. October 2018) Department of the Treasury Internal Revenue Service

## **Request for Taxpayer Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return), Name is required on this line; do not leave this line blank.									
	Wesley Chernin									
	2 Business name/disregarded entity name, if different from above									
	Q Inclusion, LLC	Q Inclusion, LLC								
Print or type. Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.				4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC				Exempt payee code (if any)					
egi A	☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶P									
Print or type.	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.				Exemption from FATCA reporting code (if any)					
ec.	Other (see instructions) ► (Applies to a							utside ti	he U.S.)	
S	5 Address (number, street, and apt. or suite no.) See instructions.  Requester's name				and address (optional)					
See	4404 NE 71st Ave.									
Ø	6 City, state, and ZIP code Portland, OR 97218									
	7 List account number(s) here (optional)									
Pa	Taxpayer Identification Number (TIN)									
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo		cial s	ecurity	numbe	er				
backup withholding. For individuals, this is generally your social security number (SSN). However, for a										
resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a										
	initiles, it is your employer identification number (EIN). If you do not have a number, see now to get a <b>Or</b>									
Note:					r identification number					
Number To Give the Requester for guidelines on whose number to enter.				- 4	2	9 1	6	3	0	
		8	4		2	י פ	L°	3	<u></u>	
Par	t II Certification									
Unde	r penalties of perjury, I certify that:									
1. The	e number shown on this form is my correct taxpayer identification number (or I am waiting for a	a number to	be i	ssued 1	o me)	; and				
Sei	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest o longer subject to backup withholding; and	I have not r dividends	been , or (	notified c) the li	d by th RS has	ne Inte s notifi	rnal F ed m	Rever e tha	nue t I am	
3. I ar	n a U.S. citizen or other U.S. person (defined below); and									
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is correct								
Certif	ication instructions. You must cross out item 2 above if you have been notified by the IRS that you	u are curren	tly su	bject to	back	up with	ıholdi	ng be	cause	

you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of .
Here	U.S. person ► W

## Date ► 6/20/22

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- . Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- · Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding,