



INVOICE

Q Inclusion, LLC

Wesley Chernin

4404 NE 71st Ave, Portland, OR 97218, UNITED STATES

hello@qinclusion.com

Invoice No#: 0123
Invoice Date: Oct 14, 2021
Due Date: Oct 14, 2021

\$2,470.00
AMOUNT DUE

BILL TO
Columbus City Schools

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Introduction to Transgender Cultural Responsiveness PO# 22001352 – 01 Fee in full for 2-hour Virtual Workshop held on 9/3/21 All other invoices for Q Inclusion Workshop with CCS on 9/3/21 void Amount due in full at time of invoice is \$2,470 Payment shall be mailed to: 4404 NE 71st Ave. Portland, OR 97218	1	\$2,470.00	\$2,470.00
			Subtotal	\$2,470.00
			Shipping	\$0.00
			TOTAL	\$2,470.00 USD

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this 1st day of June, 2021.

CLIENT

Columbus City Schools
270 E. State Street, Columbus, OH 43215

CONTRACTOR

Q Inclusion, LLC
5305 River Rd North, STE B, Keizer, OR 97303

BACKGROUND

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such 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 Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

3. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - 2 Hour Virtual Workshop on September 3, 2021 - *Introduction to Transgender Cultural Responsiveness* - Audience: Columbus City Schools Speech-Language Pathologists, School Psychologists, Occupational Therapists, and Physical Therapists
4. The Services will also include any other tasks which both Parties agree upon in writing.

COMPENSATION

5. The Contractor will charge the Client for the Services as follows (the "Compensation"):
 - Columbus School District will pay Q Inclusion, LLC \$2,000 for a maximum of 200 attendees. Additional attendees may be present if agreed upon in writing by both Parties. Each additional attendee will cost \$10/head.
 - At the time of contract signing, the Client owes the Contractor half of the total compensation in order to secure the workshop date.
 - Invoices submitted by the Contractor to the Client are due upon receipt.

CANCELLATION

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
7. Cancellation by the Client after this contract has been signed will result in the full compensation amount owed to Contractor no later than September 3, 2021.
8. If the Client reschedules the Contractor's workshop to a later date, the full compensation amount is owed no later than September 3, 2021. The Client can reschedule 1 time within a 6 month period. If the Client cannot reschedule within a 6 month period, the Client will not get a refund and will forfeit all Services from the Contractor.
9. In the unlikely event that the Contractor needs to reschedule the event, the Client will owe the remainder of the full compensation amount once the job has been completed.

CONFIDENTIALITY

10. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
11. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor 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.

12. All written and oral information and material disclosed or provided by the Client to the Contractor 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 Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

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

RETURN OF PROPERTY

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

CAPACITY/INDEPENDENT CONTRACTOR

16. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor 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 Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

AUTONOMY

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

NO EXCLUSIVITY

18. 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.

MODIFICATION OF AGREEMENT

19. 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.

ENTIRE AGREEMENT

20. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

21. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

22. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GOVERNING LAW

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

SEVERABILITY

24. 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

25. 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.

SIGNATURES

By signing below, Parties agree to the above Service Agreement.

Columbus City Schools


Name/Title: _____

Signature: _____

Date: _____

Q Inclusion, LLC

Name/Title: Wes Chernin, Co-founder

Signature: 

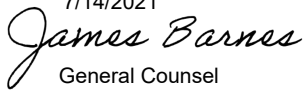
Date: 7/15/21

Name/Title: Finn Menzies, Co-founder

Signature: 

Date: 7/15/21

Approval as to Form
7/14/2021


General Counsel



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

INVOICE

BILL TO

Columbus City Schools
270 E. State St.
Columbus, OH 43215

INVOICE # 1039

DATE 09/29/2022

DUE DATE 10/13/2022

TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/22/2022	In-Person	Full-day workshop on Creating Gender Inclusive School Environments - CCS Psych and Counselors Group	1	10,000.00	10,000.00
09/23/2022	In-Person	Full-day workshop on Creating Gender Inclusive School Environments - CCS SLP, OT, PT Group	1	10,000.00	10,000.00
09/27/2022	Travel Expense	Airfare	1	1,732.38	1,732.38
09/27/2022	Travel Expense	Travel Insurance	1	108.28	108.28
09/27/2022	Travel Expense	Hotel	1	1,652.07	1,652.07
09/27/2022	Travel Expense	Transportation	1	228.10	228.10
09/27/2022	Travel Expense	per diem food allowance of \$60 per Speaker for four days	1	480.00	480.00

BALANCE DUE

\$24,200.83



Request for the Superintendent's Signature (MOUs, MOAs & CONTRACTS)

TO BE COMPLETED BY THE CCS DISTRICT CONTACT AND ATTACHED TO THE DRAFT DOCUMENT.
CCS District Contact: Erin Stoliker, Mikki Nelson, Dionne Blue
Name of Proposed Partner: Q-Inclusion
Phone Number: 614-365-5220
Date: 8/15/22
LEGAL REVIEW: TO BE COMPLETED PRIOR TO SUBMISSION TO THE SUPERINTENDENT.
Please click HERE to submit contract review requests to the Office of General Counsel.
This document has been reviewed by Legal and approved: <input checked="" type="checkbox"/> Yes Please ensure that the final page of the document has the signature of CCS Legal Staff, indicating approval.
FUTURE ACTION
DATE NEEDED BY: <input checked="" type="checkbox"/> Return to CCS District Contact via interoffice mail or electronically <input type="checkbox"/> Call CCS District Contact Person for pickup. <input type="checkbox"/> Forward to _____ for signature.
BACKGROUND: BRIEFLY DESCRIBE THE PARTNERSHIP SOUGHT BY THE OUTSIDE ORGANIZATION IN THE REQUESTED DOCUMENT (CONTRACT, MOA, MOU). THIS SECTION SHOULD ALSO PROVIDE A BRIEF BACKGROUND ON ANY HISTORY WITH THE PARTNER RELATED TO THE REQUESTED DOCUMENT.
Q-Inclusion did a one-day virtual PD session for the school psychs, speech pathologists, and OT/PTs in the fall of 2021. The plan from there was to continue the learning this year with an in-person session. This year the PD will be spread over 2 days to accommodate the psychs, SLPs, OT/PTs, and counselors. The planning for this PD has been completed with Q-Inclusion, the CCS office of specialized instruction and inclusion, and the CCS department of equity.
COSTS: DEFINE THE ACTUAL COST (DOLLAR AMOUNT) TO CCS IN THE PROPOSED DOCUMENT AND IDENTIFY THE <u>FUNDING SOURCE</u>, IF APPLICABLE.
FUNDING SOURCE: <input checked="" type="checkbox"/> GENERAL FUNDS <input type="checkbox"/> ESSER

☐ GRANT FUNDS

☐ OTHER

PLEASE EXPLAIN:

\$20,000 plus no more than \$5,000 travel expenses; payment will be split between CCS office of specialized instruction and inclusion, and the CCS department of equity

CONTRACT TERM: BRIEFLY DESCRIBE THE LENGTH OF THE REQUESTED PARTNERSHIP. PROVIDE ACTUAL DATES WHENEVER POSSIBLE.

9/22/22 – 9/23/22

PARTNER'S COMMITMENTS: BRIEFLY SUMMARIZE/LIST THE SERVICES, FINANCIAL CONTRIBUTIONS, PAYMENTS OR OTHER PROMISES THAT THE PARTNER WILL COMMIT TO AS A PART OF THE PARTNERSHIP.

To travel to Columbus, OH and provide two full-day PD sessions on issues of equity and LGBTQ+

CCS'S COMMITMENTS: BRIEFLY SUMMARIZE/LIST THE SERVICES, FINANCIAL CONTRIBUTIONS, PAYMENTS OR OTHER PROMISES THAT CCS WILL COMMIT TO AS A PART OF THE PARTNERSHIP.

To pay Q-Inclusion for their services and travel expenses, and to provide/book the venue for the PD

ALIGNMENT & ROI: BRIEFLY DESCRIBE HOW THE PROPOSED PARTNERSHIP IS ALIGNED TO OUR STRATEGIC PRIORITIES AND HOW WE EXPECT TO MEASURE THE RETURN ON INVESTMENT.

The proposed partnership aligns to the strategic priority of Global Empathy. This PD focuses on valuing and engaging with diverse students and families, and opening the dialogue about LGBTQ+ in order to increase equity and inclusion in our practices. The departments attending this PD will take their knowledge and implement it into their daily practices with students and families. Dialogue will continue within departments after the training.

Q INCLUSION, LLC

CONSULTING SERVICES AGREEMENT

This Speaker Agreement ("*Agreement*") is entered into and effective August 9, 2022 (the "*Effective Date*"), by and between Q Inclusion LLC ("*Consultant*") for services of Wes Chernin and Finn Menzies, ("*Speakers*") and Columbus City Schools ("*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. **Services To Be Provided.** Consultant will provide the services of Speakers to deliver two full day in-person workshops titled, *Creating Gender Inclusive School Environments*. One day will be with a combination of speech-language pathologists, occupational therapists, and physical therapists. The other day, participants will be school psychologists and school counselors (the "*Services*"). Services will be provided on Thursday September 22, 2022 and Friday September 23, 2022 (the "*Delivery Dates*") for Client at a location provided by Client in Columbus, OH (the "*Program*").

2. **Terms of Engagement.** Client agrees to pay Consultant a fee in the amount of \$20,000.00 (TWENTY THOUSAND DOLLARS AND ZERO CENTS) plus travel expenses not to exceed \$5,000 (FIVE THOUSAND DOLLARS AND ZERO CENTS), which will include the cost of airfare, transportation, hotel for four nights and per diem food allowance of \$60 per Speaker for four days (the "*Engagement Fee*"). A deposit of \$10,000.00 (TEN THOUSAND DOLLARS AND ZERO CENTS) is due upon signing this Agreement. The remaining payment of \$10,000.00 (TEN THOUSAND DOLLARS AND ZERO CENTS) plus travel expenses is due upon invoice receipt at the conclusion of Program.

Cancellation or Postponement:

If Client wishes to cancel 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. To request a postponement, Client shall provide Consultant a written request to postpone via email. No postponement 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) No later than August 12, 2022	100%
(ii) Between August 13, 2022 and August 21, 2022	50%
(iii) Less than 1 month prior to the Delivery Date (August 22, 2022 or later)	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.

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. 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. **Confidentiality.** 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. **Applicable Law.** This Agreement shall be governed by and shall be construed in accordance with substantive law of the State of Ohio.

6. **Independent Contractor.** 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. **Severability.** 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. **Full Agreement.** 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.

COLUMBUS CITY SCHOOLS:

Name: Talisa L. Dixon

Title: Supt./CEO

Signature: 

Q INCLUSION LLC:

Name: Wes Chernin

Title: Co-founder

Signature: 

Approved as to form by the Office of General Counsel 8-15-22

Wanda T Lillis