



## Client Service Agreement

This Consulting Services Agreement (the "Agreement") is entered on June 1, 2021 (the "Effective Date"), through June 30, 2022 by and between MEB Consulting Group, a corporation (the "Provider"), and Livermore Valley Joint Unified School District (the "Client"), and together with the Provider, (the "Parties").

### Known as "Provider"

MEB Consulting Group  
[accounts@mebconsultinggroup.com](mailto:accounts@mebconsultinggroup.com)  
4858 W. Pico Blvd #316, Los Angeles CA 90019

And

### Known as "Client"

Livermore Valley Joint Unified School District  
[lrice@lvjUSD.org](mailto:lrice@lvjUSD.org)  
[swaggener@lvjUSD.org](mailto:swaggener@lvjUSD.org)  
[mtheide@lvjUSD.org](mailto:mtheide@lvjUSD.org)

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

## Purpose of the Agreement

MEB Consulting Group aims to continue to provide programs, resources, and recommendations for the Equity in Education Program which has been powered by the consulting firm for the 2020-2021 academic year. The consulting firm's goal is to provide services that lead to the creation and sustainability of policies, procedures, programs and resources that are woven



into the fabric of the district's day to day operations. As detailed in this Agreement, MEB has agreed to provide such services according to the terms of this Agreement.

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## Terms of Services

**Provider shall provide Client with the following services and/or products ("Services"):**

Core Offerings:

### Phase 1

- Provide MEBCG with an outline of district wide mission, values, and objectives with respect to equity work.
- Provide MEBCG with a 2021-2022 academic year calendar and plan for assessments to staff and educators to provide collaborative assessment of programs and resources offered by MEBCG.
- Provide MEBCG with an outline of Equity Leadership Committee work plan and Student Equity student objectives for 2021-2022.
- Create a draft 2021-2022 work plan with Livermore leadership designee to incorporate the input and buy-in from the current district diversity committees.

### Phase 2

- Working with district leadership and student committees MEBCG will develop a finalized work plan for assessments and program rollout.
- Decisions on roles and responsibilities of district leadership and MEBCG for the academic year will be determined and added to the final SOW.
- Meeting and reporting schedule will be determined and added to the final SOW.
- Final SOW and district contract will be signed.

### Project Selection Overview\*:

Project Name	Description
District Consultant (\$10,000)	Participate the committee from a consultant's lense to assist in strategy creation and implementation for the Equity Leadership Committee
Courageous Conversation Series (\$40,000)	Monthly dialogue around issues of diversity, equity, and inclusion. The goal of these conversations is to illuminate difficult discussions around race & culture and the impact of societies on these social constructs.



Anti-racist Facilitator Training (\$60,000)	Staff from each site will be trained to facilitate site-based professional development and facilitate Courageous Conversations
21 Day Challenge Series (\$40,000)	An enhancement opportunity providing information, resources, and lessons on issues around diversity, equity & inclusion.
AASP (African American Scholars Project (\$50,000)	A social & emotional space for students from the African diaspora to learn about culture. To provide coping skills and preparation for college.

\*See Footnote for Scope of Work Draft<sup>1</sup>

## Location and Delivery of Services

**Location.** Provider shall deliver Services to Client at the following location(s):

Via Zoom and in person meetings

**Delivery of Services.** MEB Consulting Group will provide all Services by Jun 30, 2022, unless otherwise specified in this Agreement. When the provided Services are tied to the number of guests that LVJUSD expects to attend, any of the programs listed above number of registrants will be shared between parties.

## Cost, Fees and Payment

**Cost.** The total cost ("Total Cost") for all Services is \$200,000 due in full by the end of contract. Client shall pay the Total Cost to Provider with payment schedule as follows:

Payment Schedule:

**June 2, 2021	\$7500.00
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<sup>1</sup> [LVJUSD SOW 21-22' V3](#)



June 16, 2021	\$7500.00
July 1, 2021	\$16818.00
August 2, 2021	\$16818.00
September 1, 2021	\$16818.00
October 1 2021	\$16818.00
November 1	\$16818.00
December 1	\$16818.00
January 4	16818.00
February 1	\$16818.00
March 1	\$16818.00
April 1	\$16818.00
May 2	\$16820.00
<b>Total:</b>	<b>\$200,000.00</b>

*\*\* Payment submitted and received 5.25.21*

## **Exclusivity**

**Exclusivity.** Client understands and agrees that he or she has hired a Provider exclusive of any other service provider. In order to provide a high level of satisfaction and quality of service, no other service providers, other than any assistant or third party that Provider hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.

## **Intellectual Property**

**Copyright Ownership.** In the event that any copyrighted work(s) are created as a result of the Services provided by Provider in accordance with this Agreement, Provider owns all copyrights in any



and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Provider and may be used in the reasonable course of Provider business.

**Permitted Uses of Product(s).** Provider grants to Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides Provider with attribution each time Client uses Provider's property. Personal use includes, but is not limited to, use within the following contexts:

1. In photos on Client's personal social media pages or profiles; or
2. In personal creations, such as a scrapbook or personal gift; or
3. In personal communications, such as a family newsletter or email or holiday card.

## **Artistic Release**

**Style.** Client has spent a satisfactory amount of time reviewing Provider's work and has a reasonable expectation that Provider will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

**Consistency.** Provider will use reasonable efforts to ensure Client's desired Services are produced in a style and manner consistent with Provider current portfolio and Provider will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Every client is different, with different tastes, budgets, and needs;
2. Provider services are often a subjective art and Provider has a unique vision, with an ever-evolving style and technique;
3. Provider will use its artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
4. Although Provider
5. will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Provider shall have final say regarding the aesthetic judgment and artistic quality of the Services;
6. Dissatisfaction with Provider's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.



## Limit of Liability

**Maximum Damages.** Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Provider.

**Loss of Product.** In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Provider shall refund Client a prorated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

**Indemnification.** Client agrees to indemnify, defend and hold harmless Provider and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Provider provides to Client.

## Impossibility

**Force Majeure.** Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

**Failure to Perform Services.** In the event Provider cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; an



3. Excuse Client of any further performance and/or payment obligations in this Agreement.

### **Appropriate Conduct/ Safe Working Environment:**

#### **Project:**

The Client(s) expressly agree(s) to take best efforts to provide [Provider] and Provider's staff with safe and appropriate working conditions. In the event of circumstances deemed by either [Provider] or a bystander to present a threat or implied threat of injury or harm to [Provider] staff or equipment, the [Provider] reserves the right to cancel all services remaining under this Agreement and leave if performing services on-location. At the [Provider]'s discretion, the [Provider] may enact a three-strike policy. After the first offense, the [Provider] will make reasonable efforts to notify the Client(s) or a responsible party. If the Client(s) is/are able to respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), [Provider] shall resume work in accordance with the original terms of this Agreement. If the threatening behavior occurs for a second time, the Client(s) will agree to remove the offending person for the remainder of the project. If the behavior occurs a third time, the [Provider] will immediately leave the project. If the [Provider] leaves the project early due to any offending behavior, the Client(s) expressly agree to relieve and hold [Provider] harmless as a result of incomplete project coverage, or for a lapse in the quality of the [Provider's] work, and the Client(s) shall be responsible for payment in full.



## General Provisions

**Governing Law.** The laws of California govern all matters arising out of or relating to this Agreement, including torts.

**Severability.** If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

**Notice.** Parties shall provide effective notice (“Notice”) to each other via either of the following methods of delivery at the date and time which the Notice is sent:

1. Email

1. Provider's Email: [accounts@mebconsultinggroup.com](mailto:accounts@mebconsultinggroup.com)
2. Client Email: [swaggener@lvjUSD.org](mailto:swaggener@lvjUSD.org),  
[lrice@lvjUSD.org](mailto:lrice@lvjUSD.org)

**Merger.** This Agreement constitutes the final, exclusive agreement between the parties relating to the and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**Amendment.** The parties may amend this Agreement only by the parties’ written consent via proper Notice.

\_\_\_\_\_ *Jordan Joshua*

Jordan Joshua, MEB Operations Manager

Date: \_\_\_\_\_ 5/27/21 \_\_\_\_\_

\_\_\_\_\_ **LVJUSD Representative**

Date: \_\_\_\_\_