

## CLIENT SERVICE AGREEMENT

### A. Cuthbertson Consulting, LLC

This Service Agreement is entered into and effective as of this 12th day of January, 2022, by and between Santa Rosa City Schools(“Client”), having an address of 211 Ridgway Avenue, Santa Rosa, California 95401 and **A. Cuthbertson Consulting, LLC** (“Company”), having an address of **14977 Carlsbad Road, Woodbridge, Virginia 22193**.

In consideration of Client retaining Company to perform Professional Development services, it is agreed as follows:

#### 1. SCOPE OF PROFESSIONAL DEVELOPMENT SERVICES

Client hereby retains Company to provide **Professional Development** services by purchasing the **Professional Development Introductory Single Session**.

(a) The **Professional Development Introductory Single Session** includes the following services:

- (i) Professional Development Single workshop: Introduction to Culturally Responsive Music Education in Action. 4 hours. Limited to 25 teacher participants. To be delivered on January 27<sup>th</sup>, 2023 at a mutually agreed upon time. Delivered virtually using video conferencing software.

#### 2. CLIENT DUTIES

(a) Compensation: In consideration for the services provided by Company to Client as set forth in paragraph 1 above, Client agrees to pay Company a project fee of \$6,500 USD. Company’s obligation to render services hereunder is conditioned upon Client’s payment of said fee on a timely basis. The total project fee (\$6,500 USD) is due following commencement of the project (January 27<sup>th</sup>, 2023). If said fees are not paid within 30 days of the due date (by February 26<sup>th</sup>, 2023), a one percent (1%) penalty fee will be assessed per month. Company reserves the right to withhold project delivery until all outstanding project fees and assessed penalties are paid in full. Client may pay the project fee in full at any time prior to or during delivery of services.

WEBSITE: [www.AshleyCuthbertson.com](http://www.AshleyCuthbertson.com) \* EMAIL: [Ashley@AshleyCuthbertson.com](mailto:Ashley@AshleyCuthbertson.com)

\*PHONE: (703)662-3402

\*MAILING ADDRESS: 14977 Carlsbad Road, Woodbridge, Virginia 22193

(b) Tools to be Provided by Client: Client agrees to provide all tools, information and documentation that may be required by Company to effectively perform said responsibilities in connection with the performance of services. Tools include: access to video conferencing software (ex. Zoom, Google Meet)

(c) Additional Client Duties: Client is expected to provide a virtual location and time for the Professional Development session and communicate that location and any changes with Company with at least 30 days prior notice.

### **3. TERM**

This engagement shall commence on January 12th, 2023 and shall continue through completion of the project or cancellation by either party in accordance with paragraph 4.

### **4. CANCELLATION**

Client may cancel this Agreement for any reason by providing a minimum of 30 days written notice to Company. Cancellation of this Agreement by Client will not extinguish Client's obligation to pay the project fee specified in Paragraph 2(a) through the last day of performance or the 30th day after notice is provided, whichever comes later. Company may cancel this Agreement at any time for any reason by providing written notice to Client. In the event that Company cancels this Agreement, Company will provide a prorated refund of any overages of project fees.

### **5. NO GUARANTEES**

Company cannot guarantee the outcome of **Professional Development** services and Company's comments about the outcome are expressions of opinion only. Company makes no guarantees other than that the services described in Paragraph 1(a) shall be provided to Client in accordance with the terms of this agreement. Client acknowledges that Company cannot guarantee any results for **Professional Development** as such outcomes are based on subjective factors that cannot be controlled by Company.

## 6. CONFIDENTIALITY

(a) Client Information: Any and all Client information and data of a confidential nature, including but not limited to any and all design, creative, marketing, sales, operating, performance, know how, business and process information (hereinafter referred to as "Confidential Information"), shall be treated by Company in the strictest confidence and not disclosed to third parties or used by Company for any purpose other than for providing Client with the services specified hereunder without Client's express written consent. Confidential Information shall not include any information which (a) becomes available to the public through no breach of confidentiality by Company, (b) was in Company's possession prior to receipt from the disclosure, (c) is received by Company independently from a third party free to disclose such information, or (d) is independently developed by Company without use of the Client's Confidential Information. Upon request, Company hereto will promptly return or destroy all documents containing Confidential Information and delete all electronic records of or containing the same.

(a) Non-Disparagement: Member/Client shall, during and after the participation in and use of the Company's services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Company, or any of Company's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

## 7. INDEPENDENT CONTRACTORS

(a) Independent Contractor Relationship: This Agreement shall not render Company an employee, partner, agent of or joint venturer with the Client for any purpose. Company is and will remain an independent contractor in its relationship to the Client. Company is or remains open to conducting similar tasks or activities for entities other than the Client and holds itself out to the public to be a separate business entity. Company shall retain sole and absolute discretion in the manner and means of carrying out the activities and responsibilities under this Agreement. Company shall be responsible to the ownership and management of the Client, but Company will not be required to follow or establish a regular or daily work schedule. Company will not rely solely on the equipment or offices of Client for completion of tasks and duties set forth pursuant to this Agreement. Any advice given to Company regarding services performed for the Client shall be considered a suggestion only, not an instruction. Client retains the right to inspect, stop or alter the work of Company to assure its conformity with this

Agreement and Client needs. Company and Client agree to conform to any and all IRS tests necessary to establish and demonstrate the independent contractor relationship between Client and Company.

(b) Taxes & Benefits: Company will be responsible for filing its own tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Client shall not be responsible for withholding taxes with respect to Company's compensation. Company shall have no claim against Client for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

#### **8. NO COMPETITION**

Company will not, directly or indirectly, contact or perform services for the Client's clients for a time period of one year after this Agreement ends unless Client provides written permission. Company shall not, directly or indirectly hire, solicit, or encourage to leave the Client's employment, any employee, consultant or contractor of the Client or hire any such employee, consultant, or contractor who has left the Client's employment or contractual engagement within one year of such employment or engagement unless Client provides written permission.

#### **9. TRANSFER OF INTELLECTUAL PROPERTY RIGHTS**

Client shall not own any property, materials, or any other intellectual property of Company. Client shall have a limited license to use any property, materials, or any other intellectual property shared by Company within the Client's own business only.

#### **10. WARRANTIES**

(a) Company's Warranties: Company represents, warrants and covenants that Company has full authority to enter into this Agreement and that all of the services, whether performed by Company or any of its subcontractors, will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable and qualified personnel.

(b) Client's Warranties: Client represents, warrants and covenants that Client has full authority to enter into this Agreement and has or will obtain, during all times relevant hereunder, all of the necessary consents, rights, licenses, clearances, releases or other permissions to lawfully consummate the

transactions and lawfully discharge, in all material respects, each and every of Client's obligations or duties set forth hereunder, whether performance is due now or hereafter during the Term.

(c) EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED THROUGHOUT THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED.

#### **11. LIMITATION OF LIABILITY**

(a) THE FOREGOING LIMITATIONS IN THIS SECTION 11 SHALL NOT APPLY TO A BREACH OF CONFIDENTIALITY BY A PARTY HEREUNDER OR THE OBLIGATIONS UNDER PARAGRAPHS 6, 9 AND 19.

#### **12. EFFECT OF HEADINGS**

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

#### **13. ENTIRE AGREEMENT; MODIFICATION; WAIVER**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

#### **14. NEUTRAL CONSTRUCTION**

This Agreement was prepared by Company and/or Company's legal counsel. It is expressly understood and agreed that this Agreement shall not be construed against Company merely because it was prepared by its counsel; rather, each provision of this Agreement shall be construed in a manner which is fair to both parties.

#### **15. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### **16. ASSIGNMENT**

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns; provided, however, that Client may not assign any of its rights under this Agreement, except to a wholly owned subsidiary entity of Client. No such assignment by Client to its wholly owned subsidiary shall relieve Client of any of its obligations or duties under this Agreement.

#### **17. NOTICES**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Company at: **14977 Carlsbad Road, Woodbridge, Virginia 22193**

To Client at: **211 Ridgway Avenue, Santa Rosa, California 95401**

Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

#### **18. GOVERNING LAW; VENUE**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of **Virginia** as applied to contracts that are executed and performed entirely in **Virginia**. The exclusive venue for any court proceeding based on or arising out of this Agreement shall be **Prince William County, Virginia**.

#### **19. RECOVERY OF LITIGATION EXPENSES**

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each party shall be responsible for their own attorneys' fees and other costs incurred in that action or proceeding.

**20. SEVERABILITY**

If any term, provision, covenant or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**21. SIGNATURES**

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year first above written.

**A. Cuthbertson Consulting, LLC**

**By:** Ashley Cuthbertson

**Name:** Ashley Cuthbertson

**Title:** Principal Consultant

**Date:** 12/22/2022

**Santa Rosa City Schools**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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