



PROFESSIONAL SERVICES AGREEMENT

For District Partnership Deliverables and Certification Program Services

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of January 1, 2023 (the "Effective Date"), by and between PACIFIC EDUCATIONAL GROUP, INC., a California corporation ("PEG") and Milwaukee Public Schools DBA Board of School Directors a Wisconsin Public School District ("Client").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Services.

1.1 Services. PEG will perform the professional services (the "Services"), including through its providing of the agreed-upon deliverables (the "Deliverables"), in accordance with the requirements set forth on both statements of work (the "Statement of Work"), attached hereto as Exhibit A and Exhibit B and incorporated herein, which may be amended from time to time by the written agreement of the parties. PEG agrees to perform the Services in a timely and professional manner and otherwise in accordance with this Agreement.

1.2 Non-Exclusivity. Client acknowledges and agrees that PEG will be providing services pursuant to this Agreement on a non-exclusive basis and that PEG performs the same or similar services from time to time for other clients. This Agreement shall not prevent PEG from performing such services for such other clients.

2. Compensation.

2.1 Fees.

(a) **District Partnership Deliverable Exhibit A Statement of Work.** Pursuant to Section 2.3, in respect of PEG's Services hereunder, Client will pay a total fee of **\$51,550.00** ("Fee") as follows: (a) \$25,775.00 as a fifty percent (50%) deposit immediately payable upon execution of this Agreement; and (b) \$25,775.00 payable upon receipt of invoice(s) following the completion of deliverables as outlined in Exhibit A Statement of Work.

(b) **Certification Program Exhibit B Statement of Work.** In respect of PEG's Exhibit B Services, upon completion of prerequisite training and acceptance into the Certification Program, Client will pay a total fee of **\$80,000.00** ("Fee") as follows: PEG shall submit an invoice in the amount of \$40,000.00 upon Client's completion of one-half of the Virtual Facilitator Certification Program; and (2) PEG shall submit a final invoice for \$40,000.00 upon the completion of the Virtual Facilitator Certification Program. The **grand sum total of invoices submitted by PEG relating to Exhibit B Services will be \$115,000.00** which includes the

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\$80,000.00 Fee and \$35,000.00 for the 2023-2024 Licensing Fee (which is further detailed within Exhibit B). Client shall make timely payments on these invoices pursuant to Section 2.3. Additional Annual Fees will be charged as specifically set forth in Section 1.5 of Exhibit B.

2.2 Expenses. Omitted.

2.3 Billing. PEG shall invoice Client promptly upon provision of the applicable Services. Unless otherwise set forth in the Statement of Work, Client agrees to pay PEG within thirty (30) calendar days after receipt of PEG's properly submitted invoice, which will include any substantiating documentation. PEG shall submit to Client the final invoice no later than sixty (60) days from the last day of services as outlined in the Statement of Work for Exhibit A & B. Any invoices submitted thereafter may be denied by Client.

2.4 Late Payment Terms. If Client fails to make a payment of an invoice when due, Client shall pay to PEG a late payment charge equal to one and one-half percent (1.5%) of the unpaid amount of such invoice for each month beyond the original payment due date during which such amount remains unpaid, or, if less, a late fee in an amount equal to the maximum rate allowable under applicable law. In the event Client repeatedly makes late payments under this Agreement, PEG reserves the right to change the requirements as to terms of payment under this Agreement or terminate this Agreement pursuant to Section 4.2. Should Client be in default with respect to payment under this Agreement, PEG reserves the right to suspend some or all Services hereunder until arrangements satisfactory to PEG are made. Client agrees to reimburse PEG for any costs incurred (including reasonable attorneys' fees and court costs) in connection with PEG's attempts to collect any sums that are past due.

2.5 Disputed Charge. In the event of any dispute with regard to a portion of an invoice, Client shall notify PEG in writing of the disputed amount within ten (10) business days of receipt of the invoice and specifically identify the reason for the dispute. Notwithstanding any disputed invoice notification by Client pursuant to the preceding sentence, Client shall nevertheless be obligated to pay all undisputed amounts owed while the dispute is under negotiation.

3. Relationship of Parties.

3.1 Independent Contractors. The parties acknowledge and agree that they are dealing with each other as independent contractors. Neither this Agreement nor any terms and conditions contained in this Agreement is intended or shall be construed to: (a) give either party the power to direct and control the day-to-day activities of the other party; (b) create or constitute a partnership, joint venture, franchise, employment or agency relationship between or among the parties; or (c) allow either party to create or assume any obligation on behalf of the other party, not including such obligations related to completing the Services.

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3.2 PEG's Taxes. PEG shall be solely responsible for all withholding, self-employment, social security, or other federal, state or local taxes attributable to all compensation paid by Client under this Agreement, including but not limited to the Fee. PEG shall be solely responsible for all workers' compensation insurance premiums relating to its employees, if any. Client shall be solely responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local government entity on any amounts payable by Client hereunder.

4. Term and Termination.

4.1 Term.

Exhibit A Only: The term of this Agreement commences as of the Effective Date and will continue in full force and effect until December 31, 2023 ("Termination Date"), unless (1) the Parties agree to extend the Termination Date in writing and signed by both Parties or unless (2) the Agreement is earlier terminated pursuant to the terms herein (the "Term").

Exhibit B Only: The term of this Agreement commences as of the Effective Date and will continue in full force and effect until December 31, 2023 ("the Termination Date"); thereafter, if the Parties agree additional time is needed for completion of services, the Parties, by written agreement, may amend the Termination Date to extend for no more than one (1) year.

The first Extension Term under Exhibit B must be agreed to by the Parties in writing at least sixty (60) calendar days prior to the Termination Date. Similarly, either Party shall state its intent to terminate Exhibit B at least sixty (60) calendar days prior to the Termination Date.

The Termination Date may be extended by the Parties by written agreement to accommodate, e.g., self-paced practitioner candidates who do not finish their training by July 31, 2023, however any such extension shall not extend the 60-calendar day notice period described immediately above.

4.2 Termination with Cause. Either party may terminate this Agreement or any Statement of Work for material breach of this Agreement by the other party on thirty (30) calendar days' prior written notice to the breaching party. If within the thirty (30) calendar day period the breaching party does not cure the material breach, or commence the cure of such material breach or default for items that are not reasonably curable within the thirty (30) calendar day time frame, this Agreement will automatically terminate at the end of that period. Notwithstanding the foregoing, if Client (a) fails to make a payment as specified in this Agreement, PEG shall notify Client of such failure and if Client fails to cure such breach within fourteen (14) business days after receipt of such notification, (b) breaches any of its obligations under Sections 6, 7 or 8 of this Agreement, or (c) becomes insolvent or unable to pay its debt as they mature, makes an assignment for

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the benefit of creditors or seeks relief under any bankruptcy, insolvency or debtors relief law, then in any such case PEG may immediately terminate this Agreement or any Statement of Work without any further notice, in its sole and absolute discretion.

- 4.3 Client's Post-Termination Obligations. Upon termination of this Agreement pursuant to Section 4.2, Client shall be promptly: (a) remit payment to PEG for all Fees for Services rendered prior to the effective date of termination; (b) reimburse PEG for reimbursable expenses incurred prior to the notice of termination; (c) return or destroy, at its election, all PEG IP, including all PEG IP in the custody, possession or control of any Practitioner or Facilitator (as such terms are used in the Statement of Work), (d) instruct all Practitioners and Facilitators that they must immediately cease using all PEG IP and other PEG materials, and (e) have an officer of Client certify in writing to PEG its compliance with the obligations set forth in the foregoing clauses (c) and (d).
- 4.4 Cancellation. Client may cancel and reschedule any Seminar(s) (as defined below) by sending written notice ("Notice of Cancellation") to PEG by electronic mail addressed to: PEG Manager/Contact as referenced in Exhibit A, Statement of Work, in advance of any such Seminar. In the event of a cancellation under this Section 4.4, Client shall pay to PEG the cancellation fee ("Cancellation Fee") set forth in Section 4.5 and reimburse PEG for expenses if PEG is not able to cancel or avoid such expenses after receiving Client's notice of Cancellation.
- 4.5 Cancellation Fees. If Client cancels scheduled seminar(s)/training(s) (each a "Seminar") under Section 4.4, Client shall pay to PEG a Cancellation Fee as follows: (i) if Client's Notice of Cancellation is received by PEG within fourteen (14) calendar days of the planned Seminar, PEG is entitled to 100% of the Fee associated with such Seminar; (ii) if Client's Notice of Cancellation is received by PEG between fifteen (15) calendar days and thirty (30) calendar days before a planned Seminar, then PEG is entitled to 50% of the Fee associated with such Seminar, and (iii) if Client's Notice of Cancellation is received by PEG more than thirty (30) calendar days before a planned Seminar, PEG is not entitled to receive a Cancellation Fee. Irrespective of the date upon which PEG receives any notice of cancellation, Client is responsible for actual payment of travel/lodging cancellation, rescheduling and/or rebooking fees PEG incurs by virtue of a Client cancellation, together with all other costs and expenses that are not cancellable or otherwise avoidable. PEG shall invoice Client any Cancellation Fees pursuant to the same requirements of Section 2.3. The payment of a Cancellation Fee in accordance with this Section 4 shall not relieve the Client of its obligation to accept from and compensate PEG for the applicable Seminar on the rescheduled date pursuant to Section 4.6.
- 4.6 Consequences of Cancellation. As part of Client's Notice of Cancellation, Client may request that any cancelled Seminar(s) be rescheduled and the Parties will work together, in good faith, to reschedule such cancelled Seminar(s).

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- 4.7 Cancellation by PEG. If this Agreement, or any Statement of Work, provides that PEG will deliver in-person training seminars (“In-Person Seminar”) at a Client location (“Venue”), Client shall provide PEG with a written confirmation (“Written Confirmation”) confirming that the Venue will be cleaned, sanitized and allow for adequate social distancing as recommended by the Center for Disease Control (“CDC”). PEG reserves the right to cancel, in its sole discretion, any In-Person Seminar if Client fails to provide PEG with the Written Confirmation at least thirty (30) calendar days in advance of any scheduled In-Person Seminar. However, PEG will make a reasonable effort to secure said Written Confirmation, by emailing Client’s Project Manager/Contact outlined in the Statement of Work, prior to cancellation.
- (a) In the event of a cancellation by PEG under this Section 4.7, PEG shall deliver a notice of cancellation consistent with Section 12.10 and PEG shall have no obligation to provide any In-Person Seminar unless Client properly submits a Written Confirmation and the Parties agree upon a mutually agreeable rescheduled date.
 - (b) Client shall reimburse PEG for expenses resulting from a Section 4.7 cancellation by PEG as provided under Section 4.5 if PEG is not able to cancel or avoid such expenses after PEG’s notice of cancellation.

5. COVID-19 & In-Person Training Seminars.

- 5.1 If this Agreement or any Statement of Work requires PEG to provide any in-person training seminars (“In-Person Seminar”) within a Client facility (“Client Venue”), Client shall be obligated to ensure that the Client Venue complies with applicable federal, state and local rules/laws, including the CDC Guidelines (collectively “Guidelines”), relating to COVID-19 and group meetings/gatherings.
- 5.2 The Guidelines may vary by the geographic location of any Client Venue. Therefore, for the purposes of this Agreement, Client shall be compliant (“Compliant”) with the Guidelines so long as Client: (i) maintains a published workplace infection prevention and control policy which has been distributed to all Client personnel; (ii) reduces the maximum occupancy of the Client Venue to allow space for adequate social distancing; (iii) updates or properly maintains the ventilation system within any Client Venue to ensure adequate ventilation; (iv) directs Client’s custodial service provider(s) to make certain any Client Venue is clean and sanitary during the entire course of any In-Person Seminar; (v) provides hand sanitizer with an alcohol content not less than 70% during any In-Person Seminar; and (vi) follows any specific state/local laws or rules relating to masks and face coverings.
- 5.3 If, on the scheduled date of any In-Person Seminar, PEG determines that any Client Venue is not Compliant, PEG reserves the right, in its sole discretion, to immediately convert the scheduled In-Person Seminar into a virtual training seminar (“Virtual Seminar”).

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- 5.4 If Client does not possess the reasonably necessary audio/visual equipment to support a conversion to a Virtual Seminar or is otherwise unable to receive Virtual Seminar training on the schedule date, PEG will treat the circumstance as a cancellation by Client and Client shall be subject to the Cancellation Fees set forth in Section 4.5 unless the Parties specifically agree otherwise in a writing ratified by duly authorized representatives of both Parties.
6. Intellectual Property Rights and Trademarks. PEG (and its licensors, as applicable) shall retain full and sole title, copyright, patent, trademark and other proprietary rights in and to all of its (and their) intellectual property, including without limitation with respect to (i) the Services, the Deliverables and all training materials or protocols related thereto (for the purposes of this Section 6, collectively referred to as the "Training Protocols"), (ii) the underlying documents and materials with respect to the Services, the Deliverables and/or the Training Protocols, including without limitation user manuals, PowerPoint presentations, handouts, and any backup or archival copies of the aforementioned provided to Client by PEG and any modifications or translations thereof, (iii) "Pacific Educational Group, Inc.," "Pacific Educational Group," "PEG," and "Courageous Conversation," and any other trademarks, service marks, know-how and other proprietary property adopted by PEG to identify the Services, Deliverables, Training Protocols and other PEG products and services (collectively referred to as the "PEG IP"). Client shall not have any rights in or to the PEG IP, and Client shall not use the PEG IP in any way other than as specifically allowed for under this Agreement. Client shall keep visible all PEG copyright notices or other marks on the Deliverables and Training Protocols (including user manuals). Client shall take all reasonable steps to ensure that its employees, agents, contractors and clients are aware of and comply with the obligations of Client under this Section 6.
7. Client Obligations; Confidentiality. Client shall be responsible for: (a) compliance with all laws and regulations applicable to Client's business; and (b) providing all cooperation reasonably requested by PEG in the performance of PEG's Services hereunder, including without limitation access to Client's premises, employees and equipment as reasonably required by PEG in connection with the Services. Client shall, at all times during the term of this Agreement and thereafter, treat as confidential all information provided by or on behalf of PEG to Client or Client's Representatives, including without limitation the Training Protocols and other PEG IP, and shall only use or disclose such confidential information as is strictly necessary for Client's performance of its obligations or as otherwise expressly permitted hereunder (and for no other purposes whatsoever).
8. No Recordings. Client shall not record, or allow any of its representatives to record, any of the Seminars (as defined below) or other Services provided by PEG, irrespective of whether such Seminars or other Services are provided in-person or through virtual or electronic means (e.g., through Zoom or a similar platform).

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9. Indemnification.

- 9.1 Client's Indemnification of PEG. To the fullest extent permitted by Wisconsin state law, Client shall indemnify and hold harmless PEG and its affiliates, and its and their respective equity holder, directors, officers, employees and agents (collectively, "Representatives") from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorney's fees and costs) (collectively "Losses") arising from or relating to Client's or its Representatives': (i) breach of any representation, warranty, covenant or other term or condition of this Agreement; or (ii) negligence or willful misconduct.
- 9.2 PEG's Indemnification of Client; Infringement Claims. PEG shall indemnify, defend and hold harmless Client and its Representatives from and against any Losses arising from or relating to: (i) PEG's or its representatives breach of any representation, warranty, covenant or other term or condition of this Agreement; (ii) PEG's or its representatives' negligence or willful misconduct; and (iii) any claim or allegation that Client's permitted uses of the Services hereunder infringe any patent, copyright, trademark or other proprietary right, or misappropriate any trade secret, of any third party (an "Infringement Claim"). Upon notice of an Infringement Claim, or if in PEG's opinion, such a claim is likely, PEG shall have the right, at its option and expense, to: (a) procure for Client the right to continue using the Services in accordance with the terms hereof; or (b) replace or modify the Services so that they provide substantially the same or greater functionality and performance than the infringing Services. If in PEG's opinion neither of the foregoing options are reasonably available, then notwithstanding anything in this Agreement to the contrary, Client's sole and exclusive remedy shall be to return the infringing Services to PEG in exchange for a refund of the fees applicable to such returned Services, together with any pre-paid fees for Services not theretofore rendered.
- 9.3 Commencement of An Action. Upon the assertion of any claim or the commencement of any suit or proceeding by a third party against an indemnified party under Section 9.1 or Section 9.2 (the "Indemnitee") that may give rise to liability of the indemnifying party under Section 9.1 or Section 9.2 (the "Indemnitor") under this Section 9, the Indemnitee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor a reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The Indemnitee shall at all times have the right fully to participate in such defense at its own expense and shall not be obligated to participate in or consent to any settlement which: (i) requires the Indemnitee to pay any monies; (ii) includes an admission of liability or wrongdoing with respect to the Indemnitee; (iii) does not include a full release of all claims in favor of the Indemnitee; or (iv) the Indemnitee reasonably believes would have an adverse effect on it or its business. The Indemnitee shall make available to the Indemnitor all books and records relating to the claim that are reasonably requested by the Indemnitor, and the parties agree to render to each

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other such assistance as may reasonably be requested in order to ensure a proper and adequate defense.

- 10. Limitation of Liability. IN NO EVENT WILL PEG OR ITS REPRESENTATIVES BE LIABLE FOR LOST REVENUES OR COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF PEG OR ITS AGENTS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF PEG AND ITS REPRESENTATIVES FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO **NO MORE THAN ONE MILLION DOLLARS (\$1,000,000.00)**. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, AND OTHER TORTS.
- 11. Publicity. PEG may, with the prior written consent of Client, use Client's name, trademark(s), logo(s) and other non-confidential materials in PEG's portfolio, on PEG's web site, and in PEG's marketing materials (including press releases).

12. General Terms.

12.1 Insurance.

- (a) Each Party shall maintain, at its sole cost and expense, policies of self-insurance or insurance providing adequate coverage for each Party's general liability and professional liability, as may be necessary to protect each party or its employees, agents, or representatives in the discharge of its or their responsibilities and obligations under this Agreement.
- (b) PEG understands and agrees that financial responsibility for claims or damages to its employees and agents, shall rest with PEG. PEG and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of PEG by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence

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Umbrella (excess) Liability \$1,000,000 per occurrence

- (c) The Milwaukee Board of School Directors shall be named as an additional insured under PEG's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of PEG shall be submitted electronically to Client via its third-party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of Client and shall be recorded in the EXIGIS system, which records are incorporated into this Agreement by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that Client shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of PEG's insurers providing the coverages required by Client for the duration of this Agreement.

12.2 Force Majeure. If either Party fails, refuses or is unable to render any service or performance hereunder by reason of any governmental law, ordinance, order or regulation or by reason of fire, flood, earthquake, accident, act of God, natural disaster, pandemic (including without limitation COVID-19 and the related public health crisis), epidemic or public enemy or by reason of any other cause, thing or occurrence of the same or any other nature not within the affected Party's control (each, a "Force Majeure Event"), then the Agreement shall be suspended for a period equal to the duration of the occurrence of the Force Majeure Event without additional performance or payment during such suspension. The affected Party shall promptly notify the other Party of such Force Majeure Event, setting forth the nature of the occurrence, its expected duration and how the affected Party's performance is prevented. No suspension shall relieve either Party's obligation to perform their obligations hereunder when and as required by the terms of this Agreement except during the continuance of a Force Majeure Event. Any such suspension shall end promptly after the cause of such suspension ceases, and all time periods and dates hereunder shall be extended by a period equal to the period of such suspension.

12.3 Dispute Resolution. Except as set forth in Section 12.3(c), any claim, controversy or dispute arising out of or relating to this Agreement (a "Dispute") shall be resolved in accordance with the procedures specified in this Section 12.3, which shall be the sole and exclusive procedures for the resolution of any such Disputes. The parties intend that these provisions shall be valid, binding, enforceable and irrevocable and shall survive any expiration or termination of this Agreement. The language to be used in resolving any Dispute and in all documents related thereto shall be in English.

- (a) Informal Resolution. Upon written notice from one party alleging a Dispute, the parties first agree to meet informally and make a good faith effort to resolve the Dispute; such meeting shall take place within fifteen (15) business days of the written notice of the Dispute and be between appropriate representatives of each party. If, after a reasonable time not to exceed thirty (30) business days after the meeting of such party representatives.

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- (b) Binding Arbitration. [Intentionally Omitted].
 - (c) Effect of Arbitration. [Intentionally Omitted].
 - (d) Statute of Limitations. [Intentionally Omitted].
 - (e) Availability of Equitable Relief. The parties acknowledge that a breach of this Agreement by a party may result in irreparable harm to Client or PEG for which there is no adequate remedy at law. Accordingly, if Client or PEG reasonably believes that the other party (a) has breached this Agreement and (b) said breach will cause irreparable harm to such non-breaching party for which there is not adequate remedy at law, the non-breaching party may secure preliminary, temporary or permanent equitable relief in any court of competent jurisdiction.
- 12.4 Governing Law; Forum. Any Dispute shall be governed by the substantive laws of the State of Wisconsin without regard to its conflict of law rules and, subject to Section 12.3, shall be heard by a court of competent jurisdiction within Milwaukee County, Wisconsin. Both parties irrevocably consent to personal jurisdiction in, and the exclusive venue of, the state and/or federal courts located in Milwaukee County, Wisconsin, for the purpose of any action or judgment with respect to this Agreement, regardless of where any alleged breach or other action, omission, fact or occurrence giving rise thereto occurred. Each party hereby irrevocably waives any claim that any proceeding brought in Milwaukee County, Wisconsin, has been brought in any inconvenient forum.
- 12.5 Prevailing Party. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of or relating to this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party in any such proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in bringing such proceeding, in addition to any other relief to which such party may be entitled. The term "prevailing party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.
- 12.6 Remedies Cumulative. Unless expressly stated otherwise, all the remedies under this Agreement, at law or in equity, are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled.
- 12.7 Rules of Construction. This Agreement has been negotiated by the parties and their respective counsel and will be fairly interpreted in accordance with its terms and conditions without application of any rules of construction relating to which party drafted this Agreement in favor of, or against, either party. In the event of any conflict between this Agreement and a Statement of Work, this Agreement will control

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unless the Statement of Work expressly refers to the parties' intent to alter the terms of this Agreement with respect to such Statement of Work.

- 12.8 Waiver. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of both parties. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.
- 12.9 Successors and Assigns; Assignment; Third Party Beneficiaries. This Agreement binds and inures to the benefit of the parties to this Agreement and to their respective successors and assigns. Neither party may assign or delegate its rights hereunder without the prior written consent of the other party and any assignment or delegation in violation of this Agreement shall be null and void ab initio. Except with respect to Indemnitees, the parties agree that this Agreement is solely for the benefit of the parties hereto and nothing in this Agreement is intended to or shall be construed as conferring on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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12.10 Notice. All notices hereunder shall be in writing and be deemed given upon written verification of receipt from express overnight/next day courier (Federal Express Priority Mail or its equivalent). All notices shall be sent to:

<p><u>PEG:</u></p> <p>Chris Lim Chief of Staff Pacific Educational Group, Inc. 248 3rd Street, Suite 634 Oakland, CA 94607 clim@courageousconversation.com (510) 520-5575</p>	<p><u>PEG's Legal Counsel:</u></p> <p>William Malpica, Esq. Martin LLP 333 Ludlow Street South Tower, 8th Floor Stamford, CT 06902</p>
<p><u>Client:</u></p> <p>Milwaukee Board of School Directors: Janine Adamczyk Director of Procurement and Risk Management 5225 W Vliet Street Milwaukee, WI 53223 414-475-8609 adamczj@milwaukee.k12.wi.us</p>	<p><u>Client Secondary:</u></p> <p>Secondary Client Contact: Project Manager Jon Jagemann Student Services 5225 West Vliet Street Milwaukee, Wisconsin 53208 (414) 475-8645 jagemaj@milwaukee.k12.wi.us</p>

12.11 Entire Agreement. This Agreement, including any Exhibits attached hereto and any Commitment Statements entered into by Practitioners and/or Facilitators (as such terms are used in the Exhibit B Statement of Work), constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all previous oral and written agreements, proposals, negotiations, representations, commitments, and other communications among the parties with respect to its subject matter. This Agreement may only be modified in a writing signed by the parties hereto.

12.12 Severability. In the event that any portion of this Agreement is held to be illegal or otherwise unenforceable, such portion shall be severed or construed as nearly as possible to reflect the original intent of the parties, and the balance of the Agreement shall continue in full force and effect.

12.13 Counterparts. The parties may execute this Agreement in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument. Any signed counterpart delivered as a PDF or other electronic copies or by facsimile shall be deemed for all purposes to constitute such party's good and valid execution and delivery of this Agreement.

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- 12.14 Survival. The rights and obligations of this Agreement, which by their nature are intended to survive expiration or termination shall survive, including but not limited to: Sections 4 through 12 (including all of the subsections) of this Agreement.
- 12.15 Non-Solicitation. Client agrees and covenants, during the term of this Agreement and for a period of one (1) year following its expiration or termination for any reason, not to directly or indirectly: (a) solicit, hire, recruit, or attempt to solicit, hire, or recruit, any person or entity who is employed by or an independent contractor to PEG, or has been employed by or was an independent contractor to PEG during the one (1) year period preceding the expiration or termination date of this Agreement (collectively, "Covered Persons"), or to induce or attempt to induce any Covered Person to terminate or modify their terms of employment or other business relationship with PEG; provided, however, that the foregoing restriction shall not be deemed violated by Client as a result of an employee's or independent contractor's response to a general advertisement not directed at PEG or its Representatives.
- 12.16 Client Requirements.
- (a) During the period of this Agreement, PEG shall not hire, retain or use for compensation any member, officer, or employee of Client to perform services under this Agreement, or any other person who, to the knowledge of PEG, has a conflict of interest.
 - (b) PEG hereby attests it is familiar with Client's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with Client."
 - (c) No person may enter into this Agreement for services that the Client employee would otherwise perform as an employee.
 - (d) No current or former Client employee may perform services on a professional services contract without the prior written consent of the Client's Chief Human Capital Officer or his/her designee.
- 12.17 Living Wage Requirement. PEG shall comply with, and ensure its subcontractors performing work under this Agreement comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."
- 12.18 Non-Discrimination. In the performance of work under this Agreement, PEG shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed,

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pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. PEG is required to include a similar provision in all subcontracts to this Agreement.

- 12.19 Background Checks. PEG will conduct, at PEG's expense, a criminal information records background check, (hereinafter referred to as "Background Check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with Client's students in the performance of this Agreement.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

PEG will submit to Client's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and Client will notify PEG of any individual(s) who, based on Client's standards, are unfit and should not have contact with Client's students. All determinations made by Client with regards to whether an individual is fit to provide services pursuant to this Agreement are made in Client's sole discretion.

- 12.20 The following will each be a material failure to comply with the terms of this Agreement and cause for immediate termination of this Agreement by Client:
- (a) failure to perform background checks as outlined by Section 12.19;
 - (b) failure to submit background checks to Client as outlined in this Section 12.19;
 - (c) allowing services to be provided by an individual who has not be subjected to a background check; and
 - (d) allowing services to be performed by an individual who has been determined to be unfit by Client as outlined in this Section 12.19.

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- 12.21 Contract Compliance Requirement. The HUB requirement on this Contract is 25%. The student engagement requirement of this Contract is 300 hours. The Career Education requirement for this Contract is 10 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set for in MPS Administrative Policy 3.10, which is hereby incorporated by reference.

[signature page to follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

PEG:
PACIFIC EDUCATIONAL GROUP, INC.,
a California corporation

/s/ _____
Chris Lim, as Chief of Staff
Pacific Educational Group, Inc.
248 3rd Street, Suite 634
Oakland, CA 94607
clim@courageousconversation.com
(510) 520-5575

Date: _____

CLIENT:
Milwaukee Board of School Directors d/b/a Milwaukee Public Schools

Janine Adamczyk,
Director of Procurement & Risk Management
adamczi@milwaukee.k12.wi.us
414-475-8609

Date: _____

Keith P. Posley, Ed.D.
Superintendent of Schools

Date: _____

Robert E. Peterson, President
Milwaukee Board of School Directors

Date: _____

Insurance Compliance

Date: _____



EXHIBIT A STATEMENT OF WORK

1. Work Administration.

1.1 PEG Project Manager/Contact:

Name/Title:	Chris Lim, Chief of Staff
Address:	248 3rd Street, Suite 634 Oakland, CA 94607
Phone:	(510) 520-5575
E-mail:	clim@courageousconversation.com

1.2 Client Project Manager/Contact:

Name/Title:	Jon Jagemann, Student Services
Address:	5225 West Vliet Street Milwaukee, Wisconsin 53208
Phone:	(414) 475-8645
E-mail:	jagemaj@milwaukee.k12.wi.us

2. Description of Services and the Specifications.

2.1 Time and Location of the Work

Date and time to be determined upon fully executed contract.

2.2 Listing and Description of Services

Please see table below.

2.3 Anticipated Individuals Who Will Perform Services

Facilitator to be determined upon fully executed contract.

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2.4 A list of Fees and expenses (if any) for the Services under this Statement of Work is as follows:

Name	Price	QTY	Subtotal
<p>Virtual DELT (2.5 hours)</p> <p>Virtual DELT training, coaching, and support is focused on building executive capacity and accountability for leading and implementing district equity transformation and creating the district's Systemic Equity Transformation Plan.</p>	\$9,300.00	4	\$37,200.00
<p>My Brother's Keeper <i>In-Person</i> Seminar Led by One Courageous Conversation® Staff</p> <p>This 2-day, seminar is designed to support President Obama's My Brother's Keeper initiative to create the space for, surface and learn from the voices of boys and young men of color to eliminate the racial inequities and institutionalized practices that marginalize, criminalize and ostracize these students. Participants will critically examine their data, school culture and climate. Using Courageous Conversation® participants will examine ways to transform their systems into environments that nurture high-level engagement and achievement.</p>	\$14,350.00	1	\$14,350.00

Total **\$51,550.00**

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3. Billing Procedures. PEG to send invoice to Jon Jagemann at jagemaj@milwaukee.k12.wi.us.

All invoices for Services rendered hereunder shall be submitted by PEG to Client in accordance with the following procedures:

Purchase Orders is required:

- Please send an electronic copy of the Purchase Order to aedmands@courageousconversation.com
- PEG to send invoice to Client with PO number noted on invoice. Invoices and payments shall be sent pursuant to **Compensation Section 2.1**.
- Client to remit payment by ACH or Check per instructions below.

Paying by Check:

- Client preferred method of payment by check. Invoices and payments shall be sent pursuant to **Compensation Section 2.1**.

Check(s) must be made payable to Pacific Educational Group Inc.

Mail check(s) to: **Pacific Educational Group Inc., c/o Adrienne Edmands 248
3rd Street, Suite 634
Oakland, CA 94607**

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EXHIBIT B STATEMENT OF WORK (CERTIFICATION PROGRAM)

1. Work Administration.

1.1 PEG Project Manager/Contact:

Name/Title:	David Gonzales, Certification Program Divisional Director
Address:	248 3rd Street, Suite 634 Oakland, CA 94607
Phone:	(415) 654-0282
E-mail:	dgonzales@courageousconversation.com

1.2 Client Project Manager/Contact:

Name/Title:	Jon Jagemann, Student Services
Address:	5225 West Vliet Street Milwaukee, Wisconsin 53208
Phone:	(414) 475-8645
E-mail:	jagemaj@milwaukee.k12.wi.us

Name	Price	QTY	Subtotal
Practitioner Certification The Practitioner Certification is a comprehensive training and coaching program designed to enable qualified applicants to serve as Courageous Conversation About Race (CCAR)® practitioners.	\$4,000.00	20	\$80,000.00
2023-2024 Licensing Fee (To be billed Annually by Invoice as further detailed within this Exhibit B, Section 1.5)	\$35,000.00	1	\$35,000.00

Total \$115,000.00

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Contract Number: C030226
Vendor Number: V028984

1.3 Billing Procedures. PEG to send invoice to Jon Jagemann at jagemaj@milwaukee.k12.wi.us. All invoices for Services rendered hereunder shall be submitted by PEG to Client in accordance with the following procedures:

If Purchase Orders are required:

- Please send an electronic copy of the Purchase Order to aedmands@courageousconversation.com
- PEG to send invoice to Client with PO number noted on invoice. Invoices and payments shall be sent pursuant to **Compensation Section 2.1**.
- Client to remit payment by ACH or Check per instructions below.

Paying by Check:

- Client preferred method of payment by check. Invoices and payments shall be sent pursuant to **Compensation Section 2.1**.

Check(s) must be made payable to Pacific Educational Group Inc.

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- 1.4 Intellectual Property:** Client acknowledges that all PEG IP provided or otherwise made available to Client and its personnel (including without limitation participants in the PEG programs described below) shall be used solely in connection with Client's and such personnel's receipt of the Services hereunder. Client further acknowledges that all such rights to use PEG IP shall automatically terminate upon the expiration or earlier termination of the Agreement.
- 1.5 Fees:** In consideration of PEG's Services hereunder, Client will pay PEG the following Fees: (a) with respect to each individual accepted by PEG into the practitioner's or facilitator's certification program described herein, the Practitioner Enrollment Fee (as defined below) as the case may be, with such Fee to be invoiced by PEG to Client promptly upon such individual's acceptance by PEG into the applicable certification program and payable by the Client in accordance with the terms of Section 2 of the Agreement; and (b) an annual license fee to be agreed-upon by the parties if, and only if, Client requests that PEG provide Facilitator Certification services and the parties enter into a separate SOW in respect of such additional services ("Annual Fee"), with the first such Annual Fee first being due on a date selected by Client in its sole discretion (the "Commencement Date"). With respect to the Annual Fee: **(i)** on the Commencement Date, the Term of the Agreement shall be deemed extended to the date that is one (1) year following the Commencement Date,; **(ii)** on or before each anniversary of the Commencement Date, **Client will be invoiced for the Annual Fee and Client shall pay** PEG the Annual Fee unless, on or before such anniversary date, this Agreement has expired or been terminated in accordance with the terms of the Agreement; and **(iii)** only at such times as the Agreement is effective and an Annual Fee has been paid in respect of the applicable year of the term of this Agreement shall Client be permitted to have Certified Facilitators facilitate seminars or trainings in accordance with the terms of the Agreement and this Statement of Work. For the avoidance of doubt, all Practitioner Enrollment Fees, and Annual Fees shall be non-refundable.

For the avoidance of any doubt, with respect to Client's obligations to pay annual license fees, the Parties acknowledge and agree that on September 23, 2022, Client was invoiced by Invoice Number 7949 in the amount of \$30,000.00. Invoice Number 7949 billed Client for an annual license fee relating to the time period between August 1, 2022 and July 31, 2023. The annual license fee set forth in Invoice Number 7949 specifically and exclusively related to the Professional Services Agreement for District Partnership Deliverables & Certification Program Services dated August 1, 2021.

The Term of this Agreement runs from December 1, 2022 to November 30, 2023. Client shall be charged an annual license fee under this Agreement and the first such Annual Fee will be invoiced in July 2023, and due no later than August 1, 2023. Client has agreed to pay the annual license fee for the time period of August 1, 2023 to July 31, 2024 in the amount of **\$35,000.00**.

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2 Time and Location of the Work (IF APPLICABLE) for Newly Certifying Certification Practitioners at \$4000.00 each)

Table with 1 column and 6 rows containing details for the *SPRING 2023 COHORT, including applications due date, orientation, fall cohort, required webinars, and a live community of practice day.

The Fee of \$4,000 per participant in the certification program for newly certifying Practitioners will be invoiced to Client promptly following the acceptance by PEG of each such participant into the certification program (the "Practitioner Enrollment Fee").

Each accepted applicant shall be required to sign a Practitioner Certification Commitment Statement, in form and substance determined by PEG in its sole discretion, prior to entering the Practitioner Certification program.

2.1a Listing and Description of Deliverables and Services

Online course, webinars, virtual certification day, and resource center:

Enrollment in the CCAR Practitioner online course provides a comprehensive educational curriculum designed to enable qualified participants to earn certification as Courageous Conversation® About Race (CCAR) practitioners.

2.1b Individuals Who Will Perform Services

Certification specialists will teach online course, webinars, live virtual training day, and provide ongoing coaching and feedback to certification candidates.

2.1c Specific Objectives to be Accomplished

The Certification Program provides a certification process to develop partners to lead Courageous Conversations About Race (CCAR) at the Practitioner and Facilitator levels.

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transformation. The virtual certification courses combine online learning, video teleconferencing and field practice when mutually agreed upon.

The Certification Process is a comprehensive training program designed to enable qualified applicants to serve as CCAR Practitioners and Facilitators. PEG is the developer and owner of a unique diversity training Protocol: Courageous Conversations About Race (CCAR). The Certification Program fulfills PEG's intent to enable widespread implementation of the CCAR™ Protocol to assist individuals within the Client's organization (including, without limitation, teachers and administrators if Client is a school district) to begin to successfully create equitable organizations, classrooms, schools, and communities.

2.1d (Practitioners) - Upon successful completion of online course work, webinars, and live virtual training day, participants will receive CCAR Practitioner certification.

Certified Practitioners assist in creating racially equitable environments and communities. Upon certification and in-depth exploration of their own lived racial experiences and the multiple racial perspectives of others through Protocol, Practitioners are ready to lead Courageous Conversation About Race (CCAR) in their own sectors. As Practitioners are trained to use the CCAR Protocol™ and embed this into their current practice and job functions; self-discovery, knowledge and then application is essential. With ongoing coaching and support, Practitioners implement CCAR™ in their own organizations at all levels. *Certification is approximately 9 months.

CCAR Practitioners are able to:

- Recall, understand and apply each component of the CCAR Protocol™
- Analyze and evaluate their own racial being and place
- Understand and articulate their own adaptive leadership journey
- Work in collaboration with others, including but not limited to, their cohort and practitioner community
- Craft, expand, and articulate his/her Racial Autobiography™
- Understand their organizational vision and strategic plan and their role within that plan
- Create a Personal Racial Equity Purpose (PREP)

2.2a Listing and Description of Deliverables and Services

Online course, webinars, certification review and resource center: Enrollment in the CCAR Facilitator online course connects Facilitators both regionally and nationally as they explore their personal and professional practice in the Protocol for Courageous Conversations About Race to apply it to individual work roles, discussions, leadership and organizational/district led

Professional Development/trainings/meetings/etc. This is a facilitated course that provides resources, connections and interactions with nationally and internationally certified PEG Facilitators. PEG does not review nor supervise the district/organizations' trainings but does coach Facilitators through the application of the Protocol for CCAR to be used during the district/organizational trainings. The "Individuals Who Will Perform Services" and the "Specific Objectives to be Accomplished" are the same as set forth above in 2.1(b) and 2.2(c).

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2.2b (Certified Facilitators) – Upon successful completion of PEG’s extensive coaching, online and live training, participants will receive Facilitator certification. The Facilitator Certification will allow for the Facilitator to facilitate seminars and trainings in the following categories (subject to in each case completion of any and all addition training(s) required by PEG and strict compliance with the terms of the Agreement, this Statement of Work and the Facilitator Certification Commitment Statement):

Facilitator Package

- i. Intro to CCAR (2.5 hours)
- ii. VCC – Exploration (5 hours)
- iii. Beyond Diversity (16 hours)

Certified Facilitators continue to contribute as Certified Practitioners when not facilitating a Courageous Conversation About Race (CCAR) seminar. Upon certification, Certified Facilitators are ready to lead trainings based on their level of endorsement as outlined above. CCAR curriculum and seminars will take place in their own sectors in co-facilitated and inter-racial pairs. *Certification is rigorous and we do not guarantee that each individual that enters the certification process will meet the standard to facilitate the curriculum and hold the participants in Protocol with competency and fidelity. In some instances, Certified Facilitator candidates will be asked to remain at the Certified Practitioner level until they build their skills and demonstrate their effectiveness with the curriculum and Protocol to PEG.

Certified Facilitators are expected to continue in all of the skills from the Certified Practitioner level and can:

Facilitate each component of the CCAR Protocol™ through:
Virtual: Intro and Exploration Face-to-Face: Beyond Diversity

- Analyze and synthesize their own, and others, ability to understand and apply CCAR Protocol
- Understand, apply, and synthesize mindful inquiry techniques
- Effectively navigate and use a facilitative process within the CCAR curriculum series
- Articulate own assets and leverage others to support areas of growth
- Establish system capacity and sustainability within their organization

2.3 Districts may partner with other licensed districts in their region to meet Co-Facilitation requirements

In the event that the Client or any Certified Facilitator is interested in partnering with other licensed organizations in their region to collaborate when providing seminars/trainings, please contact the PEG Project Manager listed in this Statement of Work for additional information, including contractual requirements, associated with any such collaboration.