



EVANSTON/SKOKIE
SCHOOL DISTRICT 65

Every Child, Every Day,
Whatever it Takes

August 12, 2021

Electronic Correspondence

Asra Nomani
Asra.nomani@defendinged.org

Dear Ms. Nomani:

On July 29, 2021, the Evanston/Skokie School District 65 ("the District") received a Freedom of Information Act request from you and extended the response time to August 12, 2021. Your request and the District's response are provided below:

Request:

- All contracts, purchase orders and agreements that Evanston/Skokie School District 65 has had with businesses, consultants, public speakers or external organizations on diversity, equity, inclusion, culturally responsive teaching, social and emotional learning and anti-racism, 2011-2021.
- Including but not limited to contracts, purchase orders and agreements the school district has had with Pacific Educational Group.

Response:

Enclosed please find records that were discovered in a search that are responsive to your request. I have redacted the following information which constitutes private information under the FOIA and may be redacted: social security numbers; financial information; access codes; home addresses; and personal telephone numbers. 5 ILCS 140/2(c-5); 5 ILCS 140/7(1)(b).

You have the right to have the denial reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a). You can file your Request for Review with the PAC by contacting the PAC at: Public Access Counselor, Office of the Attorney General; 500 South 2nd Street; Springfield, Illinois 62706; Fax: 217-782-1396; E-mail: publicaccess@atg.state.il.us; Phone: 1-877-299-3642. If you choose to file a Request for Review with the PAC, you must do so within 60 calendar days after the date of the denial letter. 5 ILCS 140/9.5(a). Please note that you must include a copy of your original request for documents and the denial letter when filing a Request for Review with the PAC. You also have the right to seek judicial review of your denial by filing a lawsuit in the State circuit court. 5 ILCS 140/11.

Sincerely,
Adeela Qureshi
FOIA Officer

1500 McDaniel Avenue
Evanston, Illinois 60201

P 847.859.8000
F 847.866.7241

Evanston/Skokie SD 65
www.district65.net

PROFESSIONAL SERVICES AGREEMENT

This Agreement is dated as of the Effective Date as set forth in Section 4.S below, and is by and between the Board of Education of Evanston/Skokie School District No. 65, Cook County, Illinois (the "School District"), and **Pacific Education Group**, a California corporation (the "Consultant" or "PEG").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

SECTION 1. CONSULTANT.

A. **Engagement of Consultant.** The School District desires to engage the Consultant to perform and to provide all necessary professional consulting services (the "Services") as set forth in the Scope of Work (the "Scope") attached as Exhibit A to this Agreement. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement. The term of this Agreement shall be from the Effective Date **August 1, 2019 until July 31, 2020** and may be renewed by mutual written agreement of the parties.

B. **Representations of Consultant.** The Consultant represents that it is sufficiently experienced and competent to perform the Services in a manner consistent with the standards of professional practice by recognized consultants providing services of a similar nature.

C. **Agreement Amount.** As compensation for administering the program, the School District will pay the Consultant the amounts set forth in the Scope to be paid in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* The proposed expenses are set forth in Exhibit A to this Agreement. Any additional expenses that exceed \$500 shall be first approved in writing by the School District's Superintendent.

D. **Claim in Addition to Agreement Amount.** If the Consultant desires to make a claim for additional compensation as a result of action taken by the School District, the Consultant shall provide written notice to the School District of such claim within 15 days after the occurrence of such action as provided by Section 4.F, Notice, of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Section. Any changes in the Agreement amount shall be valid only upon written amendment pursuant to Section 4.D, Amendment, of this Agreement. Regardless of the decision of the School District relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the School District without interruption.

E. **Taxes, Benefits, and Royalties.** Each payment by the School District to the Consultant includes all applicable federal, state, and municipal taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by the Consultant.

F. **Time of Performance.** The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the School District, as provided in Section 4.C.

G. **Reporting.** The Consultant shall regularly report to the School District's Superintendent, or the Superintendent's designee, regarding the progress of the Services during the term of this Agreement.

H. **Replacement of Providers.** Upon the request of the School District, the Consultant shall replace any individual provider providing services to the School District with another qualified provider acceptable to the School District.

I. **Damage to Property.** In the event the School District's property is damaged by the Consultant, the Consultant shall, at the Consultant's sole cost, restore the property or any surrounding area. The restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If the Consultant does not repair the damage within 14 days after receiving written notice from the School District, or a lesser time if the School District determines the damage creates an emergency situation, the School District may repair the damage and the Consultant shall reimburse the School District for the costs the School District incurs within 14 days after the School District provides a written invoice to the Consultant.

SECTION 2. CONFIDENTIAL INFORMATION-TRADEMARKS.

A. **Confidential Information.** The term "*Confidential Information*" shall mean information in the possession or under the control of the School District relating to the educational, employee, student records, technical, business, or corporate affairs of the School District; School District students, School District property; user information, including, without limitation, any information pertaining to usage of the School District's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of this Agreement.

B. **No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the School District under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the School District. The Consultant may disclose Confidential Information if consented to in writing by the School District, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to the School District of such potential release.

In addition, the Consultant shall comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 *et seq.*), regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of the information contained in student education records to be released must be approved by the School District. To protect the confidentiality of student education records, the School District will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

*FERPA can be accessed at: <https://goo.gl/WawPkb>

*ISSRA can be accessed at: <http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=1006&ChapterID=17>

C. **Return of Confidential Information and School District Property.** Upon the termination of this Agreement, the Consultant shall return all Confidential Information and other property, documentation, or records belonging to the School District to the Superintendent.

D. **FOIA.** As an independent contractor of the School District, records in the possession of the Consultant related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 *et seq.*; 5 ILCS 140/7(2). The Consultant, at the Consultant's cost, shall immediately provide the School District with any such records requested by the School District in order to timely respond to any FOIA request received by the School District. The School District will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Consultant refuses to provide a record that is the subject of a FOIA request to the School District and the Attorney General or a court of

competent jurisdiction subsequently requires the release of the record or penalizes the School District in any way, the Consultant shall reimburse the School District for all costs, including attorneys' fees, incurred by the School District related to the FOIA request and records at issue.

SECTION 3.

INTELLECTUAL PROPERTY RIGHTS AND TRADEMARKS

A. PEG (and its licensors as applicable) shall retain full and sole title, copyright, patent, trademark and other proprietary rights in its Services, Deliverables and/or training protocols (for the purposes of this Section 5 , collectively referred to as the " Training Protocols"), the underlying documents and materials, including 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, "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 Training Protocols and other PEG products and services (collectively, referred to as the " PEG IP "). The School District shall not have any rights in or to the PEG IP, and the School District shall not use the PEG IP in any way other than as specifically allowed for under this Agreement. The School District agrees not to cause or permit the reverse creation or recompilation of the PEG IP. The School District shall not market any of the PEG IP in any way which implies that they are the proprietary product of the School District or of any party other than PEG (and its licensors as applicable). The School District shall take all reasonable steps to ensure that its employees, agents, contractors and clients are aware of and comply with the foregoing. PEG IP includes, but is not limited to, the following:

1. B.O.E. ("Board of Education Racial Equity Leadership Development")
2. Beyond Diversity
3. Beyond Diversity 2
4. Beyond Diversity Day 3
5. Beyond Diversity Online
6. C.R.E. ("Coaching for Racial Equity")
7. C.R.I.C. ("Culturally Relevant Instructional Coaching")
8. CARE ("Collaborative Action Research for Equity")
9. CCAR ("Courageous Conversations About Race")
10. Courageous Conversations About Race
11. Courageous Conversation™
12. Courageous Corporation
13. D.E.L.T.A. ("District Equity Leadership Team Advisory")
14. DEAP ("District Equity Assessment Process")
15. DELT ("District Equity Leadership Team")
16. Equity Teams
17. Equity Walk
18. E-Team ("Equity Team")
19. ETP ("Equity Transformation Plan")
20. Leadership for Racial Equity and Racial Equity Leadership
21. LEADS ("Leaders Engaged in Equity Anti-Racism Development")
22. MORE Courageous Conversations About Race
23. P.R.E.P. ("Personal Racial Equity Purpose")
24. PASS ("Partnerships for Academically Successful Students")
25. PEG Affiliate
26. PEG Equity Transformation Affiliates
27. PEG Equity Transformation Specialists
28. PEGU
29. Race In My Life Exercise

30. S.P./E.L.L. (“SP/ELL Equity Leadership Development”)
31. S.T.O.C. (“Staff of Color Equity Leadership Development”)
32. SOAR (“Students Organized Against Racism”)
33. Systemic Equity Transformation Framework
34. The Colorline Exercise
35. The Compass (of Courageous Conversation)
36. The Four Agreements (of Courageous Conversation)
37. The Independent School Equity Council
38. The National Summit (for Courageous Conversation)
39. The PEG Framework is the Systemic Racial Equity Transformation Framework
40. The Regional Summit (for Courageous Conversation)
41. The Six Conditions (of Courageous Conversation)
42. White Talk/Color Commentary

The School District shall not use any PEG trademark or any other mark likely to cause confusion with a PEG trademark as any portion of the School District’s tradename or trademark for any other products of the School District. The School District shall have the right to use PEG trademarks solely to refer to PEG’s Programs, products and services. The School District shall keep visible all PEG copyright notices and other such marks on the Training Protocols (and user manuals). The School District agrees with respect to each registered trademark of PEG, to include in each advertisement, brochure, or other such use of the trademark, the symbol “TM” and the following statement: “COURAGEOUS CONVERSATION” is a trademark of Pacific Educational Group, Inc.

If any obligation under this Section 5 is breached, then, in addition to other rights PEG may have under this Agreement, PEG shall be entitled to any remedies available at law or in equity.

The School District agrees that it will not use PEG IP to circumvent the terms of this Agreement in order to create its own program or enter into a related transaction with a third party.

5b. An Affiliate BD Facilitator certification is inextricably intertwined and entirely dependent upon this license agreement. No certified affiliate may provide training outside District 65 or beyond the terms of this agreement. If this license agreement expires or is terminated for any reason, any and all associated affiliate certifications shall be automatically revoked and terminated as of the date of the agreement’s expiration or termination. Similarly, if any certified Affiliate’s employment is terminated or if the Affiliate resigns their employment from District 65, the Affiliate’s certification shall be automatically revoked and terminated upon the date of their termination/resignation. In no event may an Affiliate provide training making reference to or relying upon PEG IP (as defined by Section 5 of this Agreement), after the automatic revocation/termination of their certification.

SECTION 4. INDEMNIFICATION AND INSURANCE.

A. **Infringement.** The Consultant warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services Consultant provides to the School District. The Consultant will defend, hold harmless, and indemnify the School District against any claims brought by a third party against the School District to the extent based on an allegation that any of the Consultant’s products infringe any U.S. patent, copyright, trademark, trade secret, or other proprietary right of a third party.

B. **Insurance.** During the term of this Agreement, the Consultant, at its sole cost and expense, and for the benefit of the School District, shall carry and maintain the following insurance:

1. Comprehensive general liability and property damage insurance, insuring against all liability of Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
2. Professional Liability Insurance with limits in the per claim amount of not less than Two Million Dollars (\$2,000,000.00) and the annual aggregate of not less than Three Million Dollars (\$3,000,000);
3. Automobile liability Insurance with a combined single limit of \$1,000,000;
4. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Contractor's respective employees; and
5. Umbrella liability insurance with a minimum combined single limit of One Million dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000) general aggregate.

The insurance shall include sexual abuse and molestation coverage. All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. **The comprehensive general liability and property damage insurance policy shall name the School District, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the School District.** The Consultant shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the School District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the School District by certified mail, return receipt requested.

C. **No Personal Liability.** No elected or appointed official or employee of the School District shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

D. **School District Obligations.** The School District shall be responsible for: (a) the accuracy, completeness and propriety of information concerning the School District's organization, products, and services, whether provided to PEG by the School District or by a third party authorized by the School District; (b) the accuracy, completeness and propriety of any ideas or directions, whether provided to PEG by the School District or by a third party authorized by the School District; (c) rights, licenses and permissions to use materials furnished to PEG by the School District or by a third party on the School District's behalf; and (d) compliance with all laws and regulations applicable to the School District's business.

SECTION 5. GENERAL PROVISIONS.

A. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the School District and the Consultant. In this regard, the School District acknowledges and agrees that PEG will be providing services pursuant to this Agreement on a non-exclusive basis and may perform similar services from time to time for other clients including other school districts. This Agreement shall not prevent PEG from performing such similar services for such other clients.

B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge, (1) no School District employee or agent is interested in the business of the Consultant or this Agreement; (2) as of

the date of this Agreement, the Consultant does not have any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. **Termination.** Notwithstanding any other provision hereof, the School District may terminate this Agreement at any time upon 30 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed.

D. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

E. **Assignment.** This Agreement may not be assigned by the School District or by the Consultant without the prior written consent of the other party.

F. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

<p><i>Notices and communications to the School District shall be addressed to, and delivered at, the following address:</i></p>	<p><i>Notices and communications to the Consultant shall be addressed to, and delivered at the following address:</i></p>
<p>Evanston/Skokie School District No. 65 1500 McDaniel Ave. Evanston, IL 60201 Attention: Superintendent</p>	<p>Chris Lim, Chief of Staff Pacific Educational Group, Inc. 795 Folsom Street, 1st Floor San Francisco, CA 94107</p>

G. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District.

H. **Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

I. **Time.** Time is of the essence in the performance of this Agreement.

J. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation under this Agreement falls on a Saturday, Sunday, federal, State, or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal, State, or School District holiday.

K. **Governing Laws.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

L. **Attorney's Fees.** If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and other costs incurred in bringing such action or 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. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

M. **No Waiver.** The failure of either party to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

N. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

O. **Authority to Execute.** Each individual signing this Agreement on behalf of the entity that constitutes the School District and the Consultant as the case may be, represents and warrants that the individual is duly authorized to execute and deliver this Agreement on behalf of the entity, and that this Agreement is binding on the School District and the Consultant, as the case may be, in accordance with its terms.

P. **Survival of Terms.** Sections 2, 3, 4 and any provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties to this Agreement.

Q. **Exhibit.** Exhibit A is incorporated into and made part of this Agreement.


R. **Captions.** The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the contents, but are not part of the context.

S. **Counterparts.** This Master Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Master Agreement.


T. **Force Majeure.** Neither party will be liable for any delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of the delayed party), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

U. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the parties executes the Agreement as set forth below.

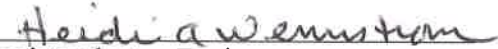
BOARD OF EDUCATION OF EVANSTON/
SKOKIE SCHOOL DISTRICT NO. 65

By:  8/26/19
Joaquin Stephenson
Director of Equity and Family/Community
Engagement
Evanston/Skokie School District No. 65

CONSULTANT

By:  8/27/2019
Shaundra Brown, M.S. Ed.
Affiliate Program Director
Pacific Educational Group

Attest:


Superintendent or Designee
Evanston/Skokie School District No. 65

Heidi A Wennstrom
Printed Name

**EXHIBIT A
STATEMENT OF WORK**

1. Work Administration.

1.1 PEG Project Manager/Contact:

Name/Title:	Shaundra Brown, M.S. Ed., Affiliate Program Director
Address:	[REDACTED]
Phone:	[REDACTED]
E-mail:	sbrown@courageousconversation.com

1.2 Client Project Manager/Contact:

Name/Title:	Joaquin Stephenson, Director of Equity and Family/Community Engagement
Address:	Evanston/Skokie District 65, 1500 McDaniel, Evanston IL 60201
Phone:	Phone: (847) 859-8095 Fax: (847) 866-7290
E-mail:	Stephensonj@district65.net

2. Description of Deliverables and Services to be provided after certification.

2.1 Time and Location of the Work (if applicable for NEWLY CERTIFYING Affiliate Practitioners at \$3000.00 each)

*Detailed dates and information are available at goo.gl/ZeFPu2

<p>Fall 1 (2019) 09/01/2019 Applications due at Tinyurl.com/CCARap 09/08 - 10/26/2019 Fall 1 Cohort</p> <p>Fall 2 (2019) 10/01/2019 Applications due at Tinyurl.com/CCARap 10/27 - 12/14/2019 Fall 2 Cohort</p>	<p>Spring 1 (2020) 02/01/2020 Applications due at Tinyurl.com/CCARap 02/16 - 04/05/2020 Spring 1 Cohort</p> <p>Spring 2 (2020) 04/01/2020 Applications due at Tinyurl.com/CCARap 04/19 - 05/31/2020 Spring 2 Cohort</p> <p>Summer (2020) 06/01/2020 Applications due at Tinyurl.com/CCARap 06/14 - 07/26/2020 Summer Cohort</p>
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Optional Year 2 - Affiliate Co-Facilitator Certification for an additional \$4000.00 certification fee and Annual License Fee

2.1a Listing and Description of Deliverables and Services

Online course, webinars, and resource center: Enrollment in the CCAR Practitioner course at LEARN.CourageousConversation.com provides instruction and coaching for 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 50-hour online course provides weekly learning modules, discussion boards, live webinars and a live training day to foster connections and interactions with national and international Affiliate candidates in the cohort.

Organization/District Coaching: PEG will provide support and coaching with advance notice and group scheduling for each organization/district. Coaches will meet virtually with Affiliates to provide sessions in Courageous Conversations About Race (CCAR)[™] before they lead PD or facilitate Courageous Conversations About Race (CCARs)[™]. PEG expects the district contact above to provide reasonable opportunities for Affiliates to lead activities that help all staff internalize the Protocol.

- We recommend Affiliates lead CCAR™ in co-facilitated and interracial pairs.
- PEG Curriculum/BD™ Coaching is offered to Affiliate districts and organizations through (6.0) hours of pre-scheduled virtual sessions and (1) live BD observation at the district during the contracted year.

2.1b Individuals Who Will Perform Services

Shaundra Brown and Affiliate Coaches will teach online course, webinars, live training day, and provide ongoing coaching and feedback to Affiliate candidates.

2.1c Specific Objectives to be Accomplished

The Affiliate Program provides a certification process to develop educators to lead Courageous Conversations About Race (CCAR)™ at the Practitioner and Facilitator levels. Affiliates work in their own districts and organizations to build system capacity and sustainability for racial equity transformation. The virtual certification courses combine online learning, video teleconferencing and field practice.

The Affiliate Certification Process is a comprehensive training program designed to enable qualified applicants to serve CCAR Practitioners and Facilitators. PEG is the developer and owner of a unique diversity training Protocol: Courageous Conversations About Race (CCAR)™. The Affiliate Certification Program fulfills PEG's intent to enable widespread implementation of the CCAR™ protocol to assist individuals, teachers, administrators and districts to begin to successfully create equitable organizations, classrooms, schools, and communities.

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

Affiliate 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 Affiliates 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 6-weeks.

CCAR Practitioners will be able to:

- Define each component of the CCAR™ Protocol;
- Understand the personal and interpersonal purpose of each part of the Protocol;
- Apply Protocol when analyzing and developing meaning around current and critical events;
- Apply Protocol when engaging with personal and professional associates;
- Utilize the Protocol to guide others in racial literacy development and healthy racial discourse;
- Consistently engage in self-reflection and mindfulness to process through racialized fears, triggers and obstacles;
- Craft, expand, and articulate his/her Racial Autobiography™.

2.2 Time and Location of the Work (Affiliate Co-Facilitator Certification at \$4000.00 each plus Annual License Fee)

2.2a Listing and Description of Deliverables and Services

Online course, webinars, and resource center: Enrollment in LEARN.CourageousConversation.com connects Affiliates 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 an un-facilitated course that provides resources, connections and interactions with nationally and internationally certified PEG Affiliates. PEG does not review nor supervise the district/organizations' trainings but does coach Affiliates through the application of the Protocol for CCAR™ to be used during the district/organizational trainings.

2.2b and 2.2c are same as above

2.2d (Affiliate Facilitators) - Upon successful completion of PEG's extensive coaching, online and live training, participants will receive Affiliate Beyond Diversity Facilitator certification.

Affiliate Facilitators continue to contribute as Practitioners when not facilitating a Courageous Conversation About Race™ (CCAR) seminar. Upon certification, Facilitators are ready to lead the one-day CCAR™ curriculum and seminar 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, facilitator candidates will be asked to remain at the Practitioner level until they build their skills and demonstrate their effectiveness with the curriculum and Protocol to an Affiliate coach. **The organization must maintain an Annual License Fee and contract.

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

- Apply Protocol quickly and seamlessly in personal and professional spaces;
- Effectively navigate and use a facilitative processes within the CCAR™ curriculum;
- Differentiate between teaching and facilitating to effectively guide participants through their own racial consciousness development during inter-racial discourse;
- Demonstrate high-level proficiency in both racial literacy and consciousness;
- Demonstrate mastery of critical race theory and understand how to engage its tenets in facilitation;
- Consistently engage in self-reflection and mindfulness to improve the facilitation of CCAR™ for participant learning and engagement.

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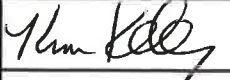

Parameters to stay within the Affiliate Beyond Diversity license:

An Affiliate BD Facilitator certification is inextricably intertwined and entirely dependent upon this license agreement. No certified affiliate may provide training outside District 65 or beyond the terms of this agreement. If this license agreement expires or is terminated for any reason, any and all associated affiliate certifications shall be automatically revoked and terminated as of the date of the agreement's expiration or termination. Similarly, if any certified Affiliate's employment is terminated or if the Affiliate resigns their employment from District 65, the Affiliate's certification shall be automatically revoked and terminated upon the date of their termination/resignation. In no event may an Affiliate provide training making reference to or relying upon PEG IP (as defined by Section 5 of this Agreement), after the automatic revocation/termination of their certification.

- 1) District must email the BD date and co-facilitator Affiliate names to the Affiliate Program Director in advance.
- 2) Interracial pairings of co-facilitators are recommended to model multiple racial perspectives during the seminar.
- 3) Visiting Affiliate (VA) must have completed Facilitator certification (they cannot be at the Practitioner level).
- 4) VA's organization must have a current contract on file for the requested dates/school year.
- 5) VA may not be paid nor receive a stipend nor compensation from the district.

- 6) VA must have adequate prep time to build the co-facilitation (often take weeks/upwards of 20 hours or more to review slides and what/how they will handle participants in Protocol).
- 7) VA must have approved "release time" from their supervisor in advance to agreeing on any dates.
- 8) VA must keep their time/BD/Practitioner commitments and regular job/role assignments without the BD Co-Facilitation process or dates becoming a conflict.
- 9) BD participants should be the staff/employees of the licensed district where the BD/CCAR training takes place.
- 10) Outside individuals may not participate in the BD/CCAR session.
 - a) PEG encourages a sign in sheet to monitor attendance/participation each day of the seminar.

Contact the Affiliate Program Director for current licensed districts/organizations/Affiliates in your region to submit a co-facilitation (outside of your district) re-quest so facilitator names and BD dates can be listed accurately/on file with the Affiliate Program office.

Please initial:			
	J. Stephenson/Date	K. Kelly/Date	8/27/2019 S. Brown