



Purchase Order

Fiscal Year 2017 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
 Purchase Order # **21700885-00**

B I L L T O

50400
 ATTN: ACCOUNTS PAYABLE
 ACALANES UNION HS DISTRICT
 1212 PLEASANT HILL ROAD
 LAFAYETTE CA 94549

Delivery must be made within doors of specified destination.

V E N D O R

PACIFIC EDUCATIONAL GROUP
 795 FOLSOM STREET, FIRST FLOOR
 SAN FRANCISCO CA 94102

S H I P T O

AUHSD
 1212 PLEASANT HILL ROAD
 LAFAYETTE CA 94549

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
415-346-4575						ATTN: AMY MCNAMARA	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/School Site		
09/21/2016	503347		NET 30		ACALANES DISTRICT OFFICE		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	AGREEMENT ATTACHED The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading DIVERSITY SUMMIT: STUDENTS ORGANIZED AGAINST RACISM (SOAR) SUMMITS / TWO, 1-DAY STUDENT SUMMITS, SCHEDULED FOR FALL AND SPRING (DATES TBD)			1.0	EACH	\$9,500.000	\$9,500.00
***** GL SUMMARY *****							
01-0011-1184-1000-400-0-006-5800				9,500.00			

By Jubie Bautista
 Authorized District Official

Receiving/Purchasing/Accounting

PO Total	\$9,500.00
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PACIFIC EDUCATIONAL GROUP

August 10, 2016

ACALANES UNION HIGH SCHOOL DISTRICT 2016-17 Racial Equity Professional Learning Plan

Pacific Educational Group (PEG) will provide the following professional development, coaching, and consulting services to the Acalanes Union High School District during the 2016-17 school year for the purpose of developing and accelerating the District's capacity to engage in systemic equity transformation and eliminate racial educational disparities in Acalanes Union High School.

Two, 1-day student summits, scheduled for Fall and Spring (dates TBD)	The goal of SOAR is to empower a multi-racial group of students to take on the identity of leader in their schools and communities, and to see themselves as having no limits on what they can become. SOAR addresses issues surrounding race, identity and academic achievement through meaningful and ongoing conversations among students and the adults in their schools. As students of color are given a voice and opportunities for equity/anti-racism leadership they become a more visible voice for change in their schools. As such, the preparation of school staff to receive, nurture, guide and support students' leadership is one of the most critical factors in the SOAR process.	Lori Watson	\$9,500
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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "**Agreement**") is entered into as of **August 10, 2016** (the "**Effective Date**"), by and between PACIFIC EDUCATIONAL GROUP, INC., a California corporation ("**PEG**") and **ACALANES UNION HIGH SCHOOL DISTRICT**, a California Public School District/ corporation / limited liability company ("**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**") and provide the deliverables (the "**Deliverables**") in accordance with the requirements set forth on the applicable statement of work (the "**Statement of Work**") set forth on **Exhibit A**, attached hereto and incorporated herein, which may be amended from time to time by the written agreement of the parties. PEG agrees to perform the Services and provide the Deliverables in a professional manner, in the time and manner requested by Client, and otherwise in accordance with this Agreement.

1.2. **Third Party Contracts.** Subject to Client's prior written consent, Client authorizes PEG to enter into contracts with third parties ("**Authorized Contracts**") when such contracts are necessary for the completion of the Services and/or Deliverables. Client assumes full liability and responsibility for any expenditures resulting from such Authorized Contracts. While PEG shall endeavor to guard against any loss to Client resulting from the failure to perform or improper performance by any third party, PEG shall not be liable or responsible to Client for any such loss. Notwithstanding anything in this Agreement to the contrary, PEG shall not be required to obtain Client's prior written consent to contract with commercial venues or carriers on Client's behalf, including without limitation hotels or airlines for PEG travel, or with any vendors who render general services for PEG in the ordinary course of business, including without limitation, copy centers, couriers, delivery or messenger services, tape duplicating services, providers of satellite media tours and/or clip services.

1.3. **Non-Exclusivity.** Client 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. This Agreement shall not prevent PEG from performing such similar services for such other clients.

2. **Compensation.**

2.1. **Fees.** Subject to the terms and conditions of this Agreement, Client will pay a total fee of **\$9,500** ("**Fee**"), payable upon receipt of invoices from PEG pursuant to **Section 2.3.**

2.2. **Expenses.** Client shall promptly reimburse PEG for PEG's reasonable, actual, out-of-pocket expenditures incurred by PEG in carrying out PEG's duties under this Agreement upon receipt of proper documentation, provided that such expenses are preapproved by Client.

2.3. **Billing.** PEG shall invoice Client promptly. Client agrees to pay PEG within **thirty (30) business days** after receipt of PEG's invoice, which will include any substantiating documentation for expenses as may be requested by Client. Client shall pay each invoice promptly and shall not have any right of set off for any claim filed against PEG. Failure of Client to timely pay invoices is a material breach of this Agreement.

2.4. **Late Payment Terms.** If Client fails to make a payment of the 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. In no event will the late fee charged to Client hereunder exceed the maximum rate allowable under applicable law. In the event Client repeatedly makes late payments under this Agreement or Client's credit is impaired as determined by PEG in its sole discretion, PEG reserves the right to change the requirements as to terms of payment under this Agreement or terminate this Agreement pursuant to **Section 4.3.** Should Client be in default with respect to payment under this Agreement, PEG reserves the right to suspend some or all Services and/or Deliverables 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 more than thirty (30) days past due.

2.5. **Disputed Charge.** In the event of any dispute with regard to a portion of an invoice, Client shall: (a) notify PEG in writing of the disputed amount within five (5) business days of receipt of the invoice, (b) specifically identify the reason for the dispute, and (c) 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 may be construed to: (a) give any party the power to direct and control the day-to-day activities of any of the other; (b) create or constitute a partnership, joint venture, franchise, employment or agency relationship between or among the parties; or (c) allow any party to create or assume any obligation on behalf of the other party, not including such obligations related to completing the Services and/or Deliverables.

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, if any. PEG agrees to indemnify, defend and hold Client harmless for all such taxes, charges and expenses.

4. **Term and Termination.**

4.1. **Term.** The term of this Agreement commences as of the Effective Date and will continue in full force and effect until the Services are performed and the Deliverables provided pursuant to the terms contained in Exhibit A, unless earlier terminated pursuant to the terms herein (the "**Term**").

4.2. **Termination Without Cause.** This Agreement or any Statement of Work may be terminated by either party without cause after providing the other party sixty (60) days' prior written notice ("**Notice Period**").

4.3. **Termination With Cause.** Either party may terminate this Agreement or any Statement of Work for material breach or default of the other party on thirty (30) days' prior written notice to the breaching party. If within the thirty (30) day period the breaching party does not cure the material breach or default, or commence the cure of such material breach or default for items that are not curable within the thirty (30) day time frame, this Agreement will automatically terminate at the end of that period. If Client fails to make a payment as specified in this Agreement, PEG shall notify Client of such failure. If Client fails to cure such breach within three (3) business days after receipt of such notification, then PEG may immediately terminate this Agreement or any Statement of Work without any further notice, in its sole discretion.

4.4. **Client's Post-Termination Obligations.** Upon termination of this Agreement pursuant to Section 4.3, Client shall be liable for the following obligations: (a) reimbursing PEG for reimbursable expenses incurred prior to the notice of termination; (b) assuming PEG's liability for all Authorized Contracts and commitments PEG is unable to cancel; and (c) reimbursing PEG for any cancellation or other penalties incurred under the Authorized Contracts.

5. **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 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**"). 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 agrees not to cause or permit the reverse creation or recompilation of the PEG IP. Client shall not market any of the PEG IP in any way which implies that they are the proprietary product of Client or of any party other than PEG (and its licensors as applicable). Client 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

Client shall not use any PEG trademark or any other mark likely to cause confusion with a PEG trademark as any portion of Client's tradename or trademark for any other products of Client. Client shall have the right to use PEG trademarks solely to refer to PEG's Programs, products and services. Client shall keep visible all PEG copyright notices and other such marks on the Training Protocols (and user manuals). Client 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 seek performance and temporary or permanent injunctive relief, as well as any other remedies available at law or in equity.

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

7. **Non-Circumvention.** Client 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.

8. **Indemnification.**

8.1. **Client's Indemnification of PEG.** Client shall defend, indemnify and hold harmless PEG and its directors, employees and agents from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorney's fees and costs) (collectively "**Losses**") resulting from any claims, allegations, actions, suits, or proceedings made against PEG by any third party, including any governmental entity, which arise out of or relate to any third party claims or actions based on Client's negligence or willful misconduct in performing its obligations under this Agreement.

8.2. **PEG's Indemnification of Client.** PEG shall indemnify, defend and hold harmless Client and its parent, subsidiaries and affiliates and their respective directors, employees and agents from and against any and all Losses arising from or relating to any claim or allegation that the Services and/or Deliverables infringe any patent, copyright, trademark or other proprietary right, or misappropriate any trade secret, of any third party.

8.3. **Commencement of An Action.** Upon the assertion of any claim or the commencement of any suit or proceeding by a third party against either party (the "**Indemnitee**") that may give rise to liability of the other party (the "**Indemnitor**") hereunder, the Indemnitee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor 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, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business. The Indemnitee shall make available to the Indemnitor all books and records relating to the claim, and the parties agree to render to each other such assistance as may reasonably be requested in order to insure a proper and adequate defense.

9. **Limitation of Liability.** EXCEPT FOR DAMAGES ARISING FROM ANY BREACH OF AND/OR OBLIGATIONS ARISING UNDER SECTION 8 (INDEMNIFICATION), PEG SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF PEG KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE LIMITATIONS SET FORTH IN THIS SECTION 9 SHALL NOT APPLY TO ANY AMOUNTS DUE UNDER THIS AGREEMENT.

10. **Publicity.** PEG may use Client's name and any non-confidential materials produced hereunder in PEG's portfolio, on PEG's web site, intranet, and for internal and trade purposes. PEG will be required to obtain Client's written prior approval to utilize Client's trademarks or any Client materials or information in press releases, PEG brochures or award submissions.

11. **General Terms.**

11.1. **Insurance.** 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.

11.2. **Force Majeure.** If PEG fails, refuses or is unable to render any of the Services or provide the Deliverables hereunder by reason of any governmental law, ordinance, order or regulation or by reason of fire, flood, earthquake, accident, act of God or public enemy or by reason of any other cause, thing or

occurrence of the same or any other nature not within PEG's control ("**Force Majeure**"), then the Agreement shall be suspended for a period equal to the duration of the occurrence of any events of Force Majeure without additional payment during such suspension. PEG shall promptly notify Client of such Force Majeure condition, setting forth the nature of the occurrence, its expected duration and how PEG's performance is affected. No suspension shall relieve PEG of PEG's obligation to render the Services and provide the Deliverables hereunder when and as required by the terms of this Agreement, except during the continuance of a Force Majeure. 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.

11.3. Dispute Resolution. Except as set forth in Section 11.3(c), any claim, controversy or dispute arising out of or relating to this Agreement (the "**Dispute**") shall be resolved in accordance with the procedures specified in this Section 11.3, 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 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) days** of the written notice of the Dispute and be between the parties' respective presidents, chief executive officer or an equivalent officer. If, after a reasonable time not to exceed **thirty (30) days** after the meeting of the executives, the parties are unable to resolve the Dispute, the parties agree to attend non-binding mediation where the Dispute will be heard by a single mediator.

(b) **Formal Mediation.** The parties hereto will make a good faith attempt to resolve the Dispute by submitting it to JAMS or the American Arbitration Association ("**AAA**"), or their respective successors, for mediation in San Francisco, California, before resorting to any other formal dispute resolution procedure. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other formal dispute resolution procedures. Either party may commence the mediation process by providing to JAMS or AAA and to the other party written request for mediation setting forth the subject of the Dispute and the relief requested. The parties will cooperate with JAMS or AAA and with one another in selecting a mediator from JAMS' or AAA's panel of neutrals, and in scheduling the mediation proceeding. The mediation of any Dispute must be conducted in accordance with the then-current JAMS or AAA national rules for the resolution of disputes pertaining to mediation, by a mediator who has had both training and experience as a mediator of commercial matters. If the parties are unable to agree on a mediator within ten (10) days of commencing the mediation process, the administrator of JAMS or AAA shall select an independent, neutral mediator in accordance with the criteria described in this Section 11.3(b). Within **thirty (30) days** after the selection of the mediator, the parties and their respective attorneys will meet with the mediator for one mediation session of at least four (4) hours. If the Dispute cannot be settled during such mediation session or mutually agreed continuation of the session, either party may give the mediator and the other party to the Dispute written notice declaring the end of the mediation process. The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; *provided, however*, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Each party shall pay its own costs and expenses related to the mediation, and shall equally split the cost of the mediator. If, for any Dispute to which this Section 11.3(b) applies, a party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would be available to that party in any such action.

(c) **Binding Arbitration.** If the Dispute has not been resolved by nonbinding means in accordance with Section 11.3(b) within ninety (90) days of the initiation of such procedure, then the Dispute shall be finally and exclusively settled by arbitration in accordance with the California Arbitration Act, Section 1282 et seq., as the same may be amended from time to time (the "**Rules**"), except as modified herein. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration; *provided, however*, that if one party has requested the other to participate in a nonbinding procedure and the other has failed to participate, only the requesting party may initiate arbitration before expiration of the above period. The arbitration shall be held in San Francisco County, California. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The parties shall have fifteen (15) days from the receipt by the

respondent of the demand for arbitration to agree on an arbitrator. If the parties fail to timely agree, on the request of any party such arbitrator shall be appointed by JAMS or the AAA in accordance with the Rules and the procedures set forth herein. Any arbitrator appointed by JAMS or the AAA shall be either a retired judge with experience in business cases or a practicing attorney with at least ten (10) years experience with business cases. The hearing on the merits shall be held as expeditiously as possible, if practicable no later than two (2) months after the appointment of a single arbitrator. The hearing shall, if practicable, last no longer than three (3) days, which shall be consecutive, if possible. The award, which shall be in writing and shall briefly and concisely state the findings of fact and conclusions of law on which it is based, shall be rendered, if practicable, within twenty (20) days of the close of the hearing. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law. In rendering an award, the arbitrator shall be required to follow the law of the State of California. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any Dispute resolved by arbitration. The costs of the arbitration, including any administration fee, the arbitrators' fees, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. The costs of the arbitration (including reasonable attorneys' fees and expenses) may be awarded to the prevailing party or most prevailing party, at the discretion of the arbitrator. The award shall be final and binding upon the parties and shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accounting presented to the arbitral tribunal. Judgment upon any award may be entered in any court having jurisdiction thereof; *provided, however*, that if Client is incorporated or resides in a jurisdiction outside the United States, then Client agrees to abide by the Convention on the Recognition and Enforcement of Foreign Arbitral Awards for enforcement of any award against Client. Any costs or fees (including reasonable attorneys' fees and expenses) incident to enforcing the award shall be charged against the party resisting such enforcement.

Please initial:

Client

PEG

(d) **Effect of Arbitration.** By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the arbitral tribunal shall have full authority to grant provisional remedies or modify or vacate any temporary or preliminary relief issued by a court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

(e) **Statute of Limitations.** The statute of limitations of the State of California applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder, except that no defenses shall be available based upon the passage of time during any negotiation or mediation called for by the preceding paragraphs of this Section 11.3.

(f) **Availability of Equitable Relief.** Notwithstanding the foregoing provisions of this Section 11.3, the parties acknowledge that a material 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 materially breached this Agreement and (b) said breach will create irreparable harm to such non-breaching party for which there is not adequate remedy at law, the non-breaching party shall be entitled to preliminary, temporary or permanent equitable relief in any court of competent jurisdiction located in San Francisco County, California, or the United States District Court for the Northern District of California.

11.4. Governing Law; Forum. Any Dispute shall be governed by the substantive laws of the State of California without regard to its conflict of law rules and, subject to Section 11.3, shall be heard by a court of competent jurisdiction within San Francisco County, California. Both parties irrevocably consent to personal jurisdiction in, and the exclusive venue of, the state and/or federal courts located in San Francisco County, California, 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 San Francisco County, California, has been brought in any inconvenient forum.

Please Initial:

Client

PEG

11.5. Prevailing Party. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of 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.

11.6. 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.

11.7. 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 pursuant to the governing law selected by the parties pursuant to Section 11.4 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 unless the Statement of Work expressly refers to the parties' intent to alter the terms of this Agreement with respect to that Statement of Work.

11.8. 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.

11.9. Successors and Assigns. This Agreement binds and inures to the benefit of the parties to this Agreement and to their respective successors and assigns.

11.10. 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:

PEG:
Chris Lim
Chief of Staff
Pacific Educational Group, Inc.
795 Folsom Street, 1st Floor
San Francisco, CA 94107

With a copy to:
Sean T. Carter
Attorney at Law
The Carter Law Group
2340 Powell Street, Suite 355
Emeryville, CA 94608

Client: Amy McNamara
Associate Superintendent
Acalanes Union High School District
1212 Pleasant Hill Rd
Lafayette, CA 94549

Notwithstanding the foregoing, it is understood and agreed by the parties that (a) approval to incur expenses may be provided to PEG by Client via e-mail and (b) approval to release Deliverables contemplated for release and prepared in connection with the Services may be provided via e-mail. A party may change its address for notices by written notice given pursuant to this Section 11.10.

11.11. No Assignment. Neither party shall assign nor transfer any part of its interest in this Agreement without the express written consent of the other party.

11.12. Entire Agreement. This Agreement, including any Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and, except to the extent otherwise contemplated by this Agreement, 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.

11.13. 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.

11.14. 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.

11.15. 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 11 (including all of the subsections) of this Agreement.

[SIGNATURES ON NEXT PAGE]

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

Name: Luis Versalles
Title: Director, PreK-12 District Partnerships

CLIENT:

ACALANES UNION HIGH SCHOOL DISTRICT

Name: Amy McJamara
Title: Associate Superintendent

AMB
9/8/16

EXHIBIT A

STATEMENT OF WORK

1. Work Administration.

1. PEG Project Manager/Contact:

Name/Title:	Rie Gilsdorf, Executive Assistant, PK-12 District Partnerships
Address:	795 Folsom Street, 1 st Floor, San Francisco, CA 94107
Phone:	612-760-5441
E-mail:	rgilsdorf@pacificeducationalgroup.com

2. Client Project Manager/Contact:

Name/Title:	Amy McNamara, Associate Superintendent
Address:	Acalanes Union High School District 1212 Pleasant Hill Rd Lafayette, CA 94549
Phone:	925-280-3913
E-mail:	amcnamara@acalanes.k12.ca.us

2. Description of Deliverables and Services to be Developed and the Specifications.

2.1 Time and Location of the Work

See attached Professional Development Plan

2.2 Listing and Description of Deliverables and Services

See attached Professional Development Plan

2.3 Individuals Who Will Perform Services

See attached Professional Development Plan

2.4 Specific Objectives to be Accomplished

Developing and accelerating the District's capacity to engage in systemic equity transformation and eliminate racial educational disparities.



Purchase Order

Fiscal Year 2017

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **21700885-00**

Delivery must be made within doors of specified destination.

BILL TO

50400
ATTN: ACCOUNTS PAYABLE
ACALANES UNION HS DISTRICT
1212 PLEASANT HILL ROAD
LAFAYETTE CA 94549

VENDOR

PACIFIC EDUCATIONAL GROUP
795 FOLSOM STREET, FIRST FLOOR
SAN FRANCISCO CA 94102

SHIP TO

AUHSD
1212 PLEASANT HILL ROAD
LAFAYETTE CA 94549

Vendor Phone Number 415-346-4575	Vendor Fax Number	Requisition Number	Delivery Reference ATTN: AMY MCNAMARA
Date Ordered 09/21/2016	Vendor Number 503347	Date Required	Department/School Site ACALANES DISTRICT OFFICE
Freight Method/Terms NET 30			

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	AGREEMENT ATTACHED The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading DIVERSITY SUMMIT: STUDENTS ORGANIZED AGAINST RACISM (SOAR) SUMMITS / TWO, 1-DAY STUDENT SUMMITS, SCHEDULED FOR FALL AND SPRING (DATES TBD)	1.0	EACH	\$9,500.000	\$9,500.00
***** GL SUMMARY *****					
	01-0011-1184-1000-400-0-006-5800				0. *
	<i>q. 3/8</i>				0. *
	<i>3/7 INCREASE REQUEST BY \$5,500 DUE TO AMENDED CONTRACT DTD MAR. 1, 2017 (SEE ATTACHED)</i>			9,500.000 +	
				5,500.000 +	
				15,000.000 *	

ENTERED
MAR 09 2017

[Signature]

RECEIVED
MAR 08 2017
PURCHASING - AUHSD

frb 3/8/17

cc: GAIL STERN

By *Julie Bautista*
Authorized District Official

Vendor's Copy

PO Total **\$9,500.00**

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of March 1, 2017 (the "Effective Date"), by and between PACIFIC EDUCATIONAL GROUP, INC., a California corporation ("PEG") and ACALANES UNION HIGH SCHOOL DISTRICT, a California Public School District/ corporation / limited liability company ("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") and provide the deliverables (the "Deliverables") in accordance with the requirements set forth on the applicable statement of work (the "Statement of Work") set forth on Exhibit A, attached hereto and incorporated herein, which may be amended from time to time by the written agreement of the parties. PEG agrees to perform the Services and provide the Deliverables in a professional manner, in the time and manner requested by Client, and otherwise in accordance with this Agreement.

1.2. Third Party Contracts. Subject to Client's prior written consent, Client authorizes PEG to enter into contracts with third parties ("Authorized Contracts") when such contracts are necessary for the completion of the Services and/or Deliverables. Client assumes full liability and responsibility for any expenditures resulting from such Authorized Contracts. While PEG shall endeavor to guard against any loss to Client resulting from the failure to perform or improper performance by any third party, PEG shall not be liable or responsible to Client for any such loss. Notwithstanding anything in this Agreement to the contrary, PEG shall not be required to obtain Client's prior written consent to contract with commercial venues or carriers on Client's behalf, including without limitation hotels or airlines for PEG travel, or with any vendors who render general services for PEG in the ordinary course of business, including without limitation, copy centers, couriers, delivery or messenger services, tape duplicating services, providers of satellite media tours and/or clip services.

1.3. Non-Exclusivity. Client 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. This Agreement shall not prevent PEG from performing such similar services for such other clients.

2. Compensation.

2.1. Fees. Subject to the terms and conditions of this Agreement, Client will pay a total fee of \$15,000 ("Fee"), payable upon receipt of an invoice from PEG pursuant to Section 2.3.

2.2. Expenses. Client shall promptly reimburse PEG for PEG's reasonable, actual, out-of-pocket expenditures incurred by PEG in carrying out PEG's duties under this Agreement upon receipt of proper documentation, provided that such expenses are preapproved by Client.

2.3. Billing. PEG shall invoice Client promptly. Client agrees to pay PEG within **thirty (30) business days** after receipt of PEG's invoice, which will include any substantiating documentation for expenses as may be requested by Client. Client shall pay each invoice promptly and shall not have any right of set off for any claim filed against PEG. Failure of Client to timely pay invoices is a material breach of this Agreement.

2.4. Late Payment Terms. If Client fails to make a payment of the 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. In no event will the late fee charged to Client hereunder exceed the maximum rate allowable under applicable law. In the event Client repeatedly makes late payments under this Agreement or Client's credit is impaired as determined by PEG in its sole discretion, PEG reserves the right to change the requirements as to terms of payment under this Agreement or terminate this Agreement pursuant to Section 4.3. Should Client be in default with respect to payment under this Agreement, PEG reserves the right to suspend some or all Services and/or Deliverables 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 more than thirty (30) days past due.

2.5. **Disputed Charge.** In the event of any dispute with regard to a portion of an invoice, Client shall: (a) notify PEG in writing of the disputed amount within five (5) business days of receipt of the invoice, (b) specifically identify the reason for the dispute, and (c) 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 may be construed to: (a) give any party the power to direct and control the day-to-day activities of any of the other; (b) create or constitute a partnership, joint venture, franchise, employment or agency relationship between or among the parties; or (c) allow any party to create or assume any obligation on behalf of the other party, not including such obligations related to completing the Services and/or Deliverables.

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, if any. PEG agrees to indemnify, defend and hold Client harmless for all such taxes, charges and expenses.

4. **Term and Termination.**

4.1. **Term.** The term of this Agreement commences as of the Effective Date and will continue in full force and effect until the Services are performed and the Deliverables provided pursuant to the terms contained in Exhibit A, unless earlier terminated pursuant to the terms herein (the "**Term**").

4.2. **Termination Without Cause.** This Agreement or any Statement of Work may be terminated by either party without cause after providing the other party sixty (60) days' prior written notice ("**Notice Period**").

4.3. **Termination With Cause.** Either party may terminate this Agreement or any Statement of Work for material breach or default of the other party on thirty (30) days' prior written notice to the breaching party. If within the thirty (30) day period the breaching party does not cure the material breach or default, or commence the cure of such material breach or default for items that are not curable within the thirty (30) day time frame, this Agreement will automatically terminate at the end of that period. If Client fails to make a payment as specified in this Agreement, PEG shall notify Client of such failure. If Client fails to cure such breach within three (3) business days after receipt of such notification, then PEG may immediately terminate this Agreement or any Statement of Work without any further notice, in its sole discretion.

4.4. **Client's Post-Termination Obligations.** Upon termination of this Agreement pursuant to Section 4.3, Client shall be liable for the following obligations: (a) reimbursing PEG for reimbursable expenses incurred prior to the notice of termination; (b) assuming PEG's liability for all Authorized Contracts and commitments PEG is unable to cancel; and (c) reimbursing PEG for any cancellation or other penalties incurred under the Authorized Contracts.

5. **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 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**"). 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 agrees not to cause or permit the reverse creation or recompilation of the PEG IP. Client shall not market any of the PEG IP in any way which implies that they are the proprietary product of Client or of any party other than PEG (and its licensors as applicable). Client 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

Client shall not use any PEG trademark or any other mark likely to cause confusion with a PEG trademark as any portion of Client's tradename or trademark for any other products of Client. Client shall have the right to use PEG trademarks solely to refer to PEG's Programs, products and services. Client shall keep visible all PEG copyright notices and other such marks on the Training Protocols (and user manuals). Client 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 seek performance and temporary or permanent injunctive relief, as well as any other remedies available at law or in equity.

6. **Client Obligations.** Client shall be responsible for: (a) the accuracy, completeness and propriety of information concerning Client's organization, products, and services, whether provided to PEG by Client or by a third party authorized by Client; (b) the accuracy, completeness and propriety of any ideas or directions, whether provided to PEG by Client or by a third party authorized by Client; (c) rights, licenses and permissions to use materials furnished to PEG by Client or by a third party on Client's behalf; and (d) compliance with all laws and regulations applicable to Client's business.
7. **Non-Circumvention.** Client 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.
8. **Indemnification.**
 - 8.1. **Client's Indemnification of PEG.** Client shall defend, indemnify and hold harmless PEG and its directors, employees and agents from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorney's fees and costs) (collectively "**Losses**") resulting from any claims, allegations, actions, suits, or proceedings made against PEG by any third party, including any governmental entity, which arise out of or relate to any third party claims or actions based on Client's negligence or willful misconduct in performing its obligations under this Agreement.
 - 8.2. **PEG's Indemnification of Client.** PEG shall indemnify, defend and hold harmless Client and its parent, subsidiaries and affiliates and their respective directors, employees and agents from and against any and all Losses arising from or relating to any claim or allegation that the Services and/or Deliverables infringe any patent, copyright, trademark or other proprietary right, or misappropriate any trade secret, of any third party.
 - 8.3. **Commencement of An Action.** Upon the assertion of any claim or the commencement of any suit or proceeding by a third party against either party (the "**Indemnitee**") that may give rise to liability of the other party (the "**Indemnitor**") hereunder, the Indemnitee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor 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, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business. The Indemnitee shall make available to the Indemnitor all books and records relating to the claim, and the parties agree to render to each other such assistance as may reasonably be requested in order to insure a proper and adequate defense.
9. **Limitation of Liability.** EXCEPT FOR DAMAGES ARISING FROM ANY BREACH OF AND/OR OBLIGATIONS ARISING UNDER SECTION 8 (INDEMNIFICATION), PEG SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF PEG KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE LIMITATIONS SET FORTH IN THIS SECTION 9 SHALL NOT APPLY TO ANY AMOUNTS DUE UNDER THIS AGREEMENT.
10. **Publicity.** PEG may use Client's name and any non-confidential materials produced hereunder in PEG's portfolio, on PEG's web site, intranet, and for internal and trade purposes. PEG will be required to obtain Client's written prior approval to utilize Client's trademarks or any Client materials or information in press releases, PEG brochures or award submissions.
11. **General Terms.**
 - 11.1. **Insurance.** 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.
 - 11.2. **Force Majeure.** If PEG fails, refuses or is unable to render any of the Services or provide the Deliverables hereunder by reason of any governmental law, ordinance, order or regulation or by reason of fire, flood, earthquake, accident, act of God or public enemy or by reason of any other cause, thing or

occurrence of the same or any other nature not within PEG's control ("**Force Majeure**"), then the Agreement shall be suspended for a period equal to the duration of the occurrence of any events of Force Majeure without additional payment during such suspension. PEG shall promptly notify Client of such Force Majeure condition, setting forth the nature of the occurrence, its expected duration and how PEG's performance is affected. No suspension shall relieve PEG of PEG's obligation to render the Services and provide the Deliverables hereunder when and as required by the terms of this Agreement, except during the continuance of a Force Majeure. 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.

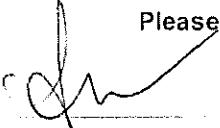
11.3. Dispute Resolution. Except as set forth in Section 11.3(c), any claim, controversy or dispute arising out of or relating to this Agreement (the "**Dispute**") shall be resolved in accordance with the procedures specified in this Section 11.3, which shall be the sole and exclusive procedures for 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 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) days** of the written notice of the Dispute and be between the parties' respective presidents, chief executive officer or an equivalent officer. If, after a reasonable time not to exceed **thirty (30) days** after the meeting of the executives, the parties are unable to resolve the Dispute, the parties agree to attend non-binding mediation where the Dispute will be heard by a single mediator.

(b) **Formal Mediation.** The parties hereto will make a good faith attempt to resolve the Dispute by submitting it to JAMS or the American Arbitration Association ("**AAA**"), or their respective successors, for mediation in San Francisco, California, before resorting to any other formal dispute resolution procedure. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other formal dispute resolution procedures. Either party may commence the mediation process by providing to JAMS or AAA and to the other party written request for mediation setting forth the subject of the Dispute and the relief requested. The parties will cooperate with JAMS or AAA and with one another in selecting a mediator from JAMS' or AAA's panel of neutrals, and in scheduling the mediation proceeding. The mediation of any Dispute must be conducted in accordance with the then-current JAMS or AAA national rules for the resolution of disputes pertaining to mediation, by a mediator who has had both training and experience as a mediator of commercial matters. If the parties are unable to agree on a mediator within ten (10) days of commencing the mediation process, the administrator of JAMS or AAA shall select an independent, neutral mediator in accordance with the criteria described in this Section 11.3(b). Within **thirty (30) days** after the selection of the mediator, the parties and their respective attorneys will meet with the mediator for one mediation session of at least four (4) hours. If the Dispute cannot be settled during such mediation session or mutually agreed continuation of the session, either party may give the mediator and the other party to the Dispute written notice declaring the end of the mediation process. The parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents shall be confidential and inadmissible in any arbitration or other legal proceeding involving the parties; *provided, however*, that evidence which is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Each party shall pay its own costs and expenses related to the mediation, and shall equally split the cost of the mediator. If, for any Dispute to which this Section 11.3(b) applies, a party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would be available to that party in any such action.

(c) **Binding Arbitration.** If the Dispute has not been resolved by nonbinding means in accordance with Section 11.3(b) within ninety (90) days of the initiation of such procedure, then the Dispute shall be finally and exclusively settled by arbitration in accordance with the California Arbitration Act, Section 1282 et seq., as the same may be amended from time to time (the "**Rules**"), except as modified herein. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration; *provided, however*, that if one party has requested the other to participate in a nonbinding procedure and the other has failed to participate, only the requesting party may initiate arbitration before expiration of the above period. The arbitration shall be held in San Francisco County, California. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The parties shall have fifteen (15) days from the receipt by the

respondent of the demand for arbitration to agree on an arbitrator. If the parties fail to timely agree, on the request of any party such arbitrator shall be appointed by JAMS or the AAA in accordance with the Rules and the procedures set forth herein. Any arbitrator appointed by JAMS or the AAA shall be either a retired judge with experience in business cases or a practicing attorney with at least ten (10) years experience with business cases. The hearing on the merits shall be held as expeditiously as possible, if practicable no later than two (2) months after the appointment of a single arbitrator. The hearing shall, if practicable, last no longer than three (3) days, which shall be consecutive, if possible. The award, which shall be in writing and shall briefly and concisely state the findings of fact and conclusions of law on which it is based, shall be rendered, if practicable, within twenty (20) days of the close of the hearing. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law. In rendering an award, the arbitrator shall be required to follow the law of the State of California. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any Dispute resolved by arbitration. The costs of the arbitration, including any administration fee, the arbitrators' fees, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. The costs of the arbitration (including reasonable attorneys' fees and expenses) may be awarded to the prevailing party or most prevailing party at the discretion of the arbitrator. The award shall be final and binding upon the parties and shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accounting presented to the arbitral tribunal. Judgment upon any award may be entered in any court having jurisdiction thereof; *provided, however*, that if Client is incorporated or resides in a jurisdiction outside the United States, then Client agrees to abide by the Convention on the Recognition and Enforcement of Foreign Arbitral Awards for enforcement of any award against Client. Any costs or fees (including reasonable attorneys' fees and expenses) incident to enforcing the award shall be charged against the party resisting such enforcement.

Please initial:

Client

.....
PEG

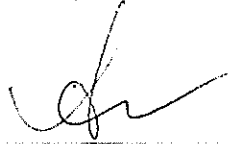
(d) **Effect of Arbitration.** By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of arbitration proceedings and the enforcement of any award. Without prejudice to such provisional remedies as may be available under the jurisdiction of a court, the arbitral tribunal shall have full authority to grant provisional remedies or modify or vacate any temporary or preliminary relief issued by a court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

(e) **Statute of Limitations.** The statute of limitations of the State of California applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder, except that no defenses shall be available based upon the passage of time during any negotiation or mediation called for by the preceding paragraphs of this Section 11.3.

(f) **Availability of Equitable Relief.** Notwithstanding the foregoing provisions of this Section 11.3, the parties acknowledge that a material 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 materially breached this Agreement and (b) said breach will create irreparable harm to such non-breaching party for which there is not adequate remedy at law, the non-breaching party shall be entitled to preliminary, temporary or permanent equitable relief in any court of competent jurisdiction located in San Francisco County, California, or the United States District Court for the Northern District of California.

11.4. **Governing Law: Forum.** Any Dispute shall be governed by the substantive laws of the State of California without regard to its conflict of law rules and, subject to Section 11.3, shall be heard by a court of competent jurisdiction within San Francisco County, California. Both parties irrevocably consent to personal jurisdiction in, and the exclusive venue of, the state and/or federal courts located in San Francisco County, California, 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 San Francisco County, California, has been brought in any inconvenient forum.

Please initial:



Client

PEG

11.5. **Prevailing Party.** If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of 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.

11.6. **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.

11.7. **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 pursuant to the governing law selected by the parties pursuant to Section 11.4 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 unless the Statement of Work expressly refers to the parties' intent to alter the terms of this Agreement with respect to that Statement of Work.

11.8. **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.

11.9. **Successors and Assigns.** This Agreement binds and inures to the benefit of the parties to this Agreement and to their respective successors and assigns.

11.10. **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:

PEG:
Chris Lim
Chief of Staff
Pacific Educational Group, Inc.
795 Folsom Street, 1st Floor
San Francisco, CA 94107

With a copy to:
Sean T. Carter
Attorney at Law
The Carter Law Group
2340 Powell Street, Suite 355
Emeryville, CA 94608

Client: Amy McNamara
Associate Superintendent
Acalanes Union High School District
1212 Pleasant Hill Rd
Lafayette, CA 94549

Notwithstanding the foregoing, it is understood and agreed by the parties that (a) approval to incur expenses may be provided to PEG by Client via e-mail and (b) approval to release Deliverables contemplated for release and prepared in connection with the Services may be provided via e-mail. A party may change its address for notices by written notice given pursuant to this Section 11.10.

11.11. **No Assignment.** Neither party shall assign nor transfer any part of its interest in this Agreement without the express written consent of the other party.

11.12. **Entire Agreement.** This Agreement, including any Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and, except to the extent otherwise contemplated by this Agreement, 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.

11.13. **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.

11.14. **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.

11.15. **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 11 (including all of the subsections) of this Agreement.

[SIGNATURES ON NEXT PAGE]

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

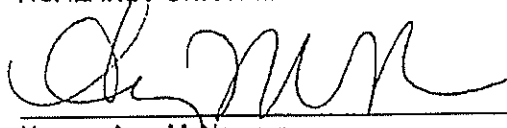
 3-7-17

Name: Luis Versalles

Title: Director, PreK-12 District Partnerships

CLIENT:

ACALANES UNION HIGH SCHOOL DISTRICT

 2/28/17

Name: Amy McNamara

Title: Associate Superintendent

EXHIBIT A
STATEMENT OF WORK

1. Work Administration.

1. PEG Project Manager/Contact:

Name/Title:	Rie Gilsdorf, Executive Assistant, PK-12 District Partnerships
Address:	795 Folsom Street, 1 st Floor, San Francisco, CA 94107
Phone:	612-760-5441
E-mail:	rgilsdorf@pacificeducationalgroup.com

2. Client Project Manager/Contact:

Name/Title:	Amy McNamara, Associate Superintendent
Address:	Acalanes Union High School District 1212 Pleasant Hill Rd Lafayette, CA 94549
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2. Description of Deliverables and Services to be Developed and the Specifications.

- 2.1 Time and Location of the Work**
May 9 -10, 2017 at Del Valle Education Center, 1963 Tice Valley Blvd, room 401.
- 2.2 Listing and Description of Deliverables and Services**
Beyond Diversity Seminar
- 2.3 Individuals Who Will Perform Services**
Dr. Lori A. Watson
- 2.4 Specific Objectives to be Accomplished**
Developing and accelerating the District's capacity to engage in systemic equity transformation.