

PROFESSIONAL SERVICES AGREEMENT
for
Certification Program Services

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of June 24, 2021 (the "Effective Date"), by and between PACIFIC EDUCATIONAL GROUP, INC., a California corporation ("PEG") and Evanston Township High School District 202 a Illinois School District ("Client").

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

1. Services.

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

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

2. Compensation.

2.1. Fees. In respect of PEG's Services hereunder, Client will pay a total fee of \$5,500.00 ("Fee") as follows: one hundred percent (100%) of total contract fee payable immediately upon receipt of an invoice from PEG pursuant to Section 2.3 and in accordance with the terms of this Agreement and the Statement of Work.

2021-2022 IP Annual License Renewal	Price	QTY	Subtotal
(IP) Licensing Fees: 2021-2022 (101-1000 staff, schedule B) *August 1, 2021 - July 31, 2022 (** Fees for 2022-2023 subject to increase)	\$5,500.00	1	\$5,500.00

Subtotal **\$5,500.00**

Total \$5,500.00

2.2. Expenses. Upon receipt of proper written documentation, Client shall promptly reimburse PEG for PEG's reasonable, actual, out-of-pocket expenditures incurred in connection with the performance of its Services hereunder, provided that such expenses are set forth in the Statement of Work or have been otherwise pre-approved by Client in writing.

2.3. Billing. PEG shall invoice Client promptly upon provision of the applicable Services. Unless otherwise set forth in the Statement of Work, Client agrees to pay PEG within thirty (30) calendar days after receipt of PEG's invoice, which will include any substantiating documentation for expenses as may be reasonably requested by Client. Client shall not have any right of set off for any claim filed against PEG.

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, or, if less, a late fee in an amount equal to the maximum rate allowable under applicable law. In the event Client repeatedly makes late payments under this Agreement, PEG reserves the right to change the requirements as to terms of payment under this Agreement or terminate this Agreement pursuant to Section 4.2. Should Client be in default with respect to payment under this Agreement, PEG reserves the right to suspend some or all Services hereunder until arrangements satisfactory to PEG are made. Client agrees to reimburse PEG for any costs incurred (including reasonable attorneys' fees and court costs) in connection with PEG's attempts to collect any sums that are past due.

2.5. Disputed Charge. In the event of any dispute with regard to a portion of an invoice, Client shall notify PEG in writing of the disputed amount within five (5) business days of receipt of the invoice and specifically identify the reason for the dispute. Notwithstanding any disputed invoice notification by Client pursuant to the preceding sentence, Client shall nevertheless be obligated to pay all undisputed amounts owed while the dispute is under negotiation.

3. Relationship of Parties.

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

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

4. Term and Termination.

4.1. Term. The term of this Agreement commences as of the Effective Date and will continue in full force and effect for a period of one (1) year following the Effective Date (the "Initial Term"), thereafter automatically renewing for successive one (1) terms (each, a "Renewal Term," and together with the Initial Term, the "Term") unless: (i) either party provides written notice to the other party, not less than sixty (60) days prior to the expiration date of the Initial Term or Renewal Term (as the case may be), of its intent to terminate this Agreement; or (b) earlier terminated pursuant to the terms herein.

4.2. Termination with Cause. Either party may terminate this Agreement or any Statement of Work for material breach of this Agreement by the other party on thirty (30) 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 commence the cure of such material breach or default for items that are not reasonably curable within the thirty (30) day time frame, this Agreement will automatically

terminate at the end of that period. Notwithstanding the foregoing, if Client (a) fails to make a payment as specified in this Agreement, PEG shall notify Client of such failure and if Client fails to cure such breach within three (3) business days after receipt of such notification, (b) breaches any of its obligations under Sections 5 or 7 of this Agreement, or (c) becomes insolvent or unable to pay its debt as they mature, makes an assignment for the benefit of creditors or seeks relief under any bankruptcy, insolvency or debtors relief law, then in any such case PEG may immediately terminate this Agreement or any Statement of Work without any further notice, in its sole and absolute discretion.

4.3. Client's Post-Termination Obligations. Upon termination of this Agreement pursuant to Section 4, Client shall be promptly: (a) remit payment to PEG for all Fees for Services rendered prior to the effective date of termination; (b) reimburse PEG for reimbursable expenses incurred prior to the notice of termination; (c) return or destroy, at its election, all PEG IP, including all PEG IP in the custody, possession or control of any Practitioner or Facilitator (as such terms are used in the Statement of Work), (d) instruct all Practitioners and Facilitators that they must immediately cease using all PEG IP and other PEG materials, and (e) have an officer of Client certify in writing to PEG its compliance with the obligations set forth in the foregoing clauses (c) and (d).

4.4 Cancellation. Client may cancel and reschedule any Seminar(s) (as defined below) by sending written notice ("Notice of Cancellation") to PEG by electronic mail addressed to: PEG Manager/Contact as referenced in Exhibit A, Statement of Work, in advance of any such Seminar. In the event of a cancellation under this Section 4.4, Client shall pay to PEG the cancellation fee ("Cancellation Fee") set forth in Section 4.6 and reimburse PEG for reimbursable expenses under Section 2.2 of this Agreement if PEG is not able to cancel or avoid such expenses after receiving Client's notice of Cancellation.

4.5 Cancellation Fees. If Client cancels scheduled seminar(s)/training(s) (each a "Seminar") under Section 4.4, Client shall pay to PEG a Cancellation Fee as follows: (i) if Client's Notice of Cancellation is received by PEG within fourteen (14) calendar days of the planned Seminar, PEG is entitled to 100% of the Fee associated with such Seminar; (ii) if Client's Notice of Cancellation is received by PEG between fifteen (15) calendar days and thirty (30) calendar days before a planned Seminar, then PEG is entitled to 50% of the Fee associated with such Seminar, and (iii) if Client's Notice of Cancellation is received by PEG more than thirty (30) calendar days before a planned Seminar, PEG is not entitled to receive a Cancellation Fee. Irrespective of the date upon which PEG receives any notice of cancellation, Client is responsible for payment of travel/lodging cancellation, rescheduling and/or rebooking fees PEG incurs by virtue of a Client cancellation, together with all other costs and expenses that are not cancellable or otherwise avoidable. The payment of a Cancellation Fee in accordance with this Section 4 shall not relieve the Client of its obligation to accept from and compensate PEG for the applicable Seminar on the rescheduled date pursuant to Section 4.6.

4.6 Consequences of Cancellation. As part of Client's Notice of Cancellation, Client shall request that any cancelled Seminar(s) be rescheduled and the Parties will work together, in good faith, to reschedule such cancelled Seminar(s).

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 and to all of its (and their) intellectual property, including without limitation with respect to (i) the Services, the Deliverables and all training materials or protocols related thereto (for the purposes of this Section 5, collectively referred to as the "Training Protocols"), (ii) the underlying documents and materials with respect to the Services, the Deliverables and/or the Training Protocols, including without limitation user manuals, PowerPoint presentations, handouts, and any backup or archival copies of the aforementioned provided to Client by PEG and any modifications or translations thereof, (iii) "Pacific Educational Group, Inc.," "Pacific Educational Group," "PEG," and "Courageous Conversation," and any other trademarks, service marks, know-how and other proprietary property adopted by PEG to identify the Services, Deliverables, Training Protocols and other PEG products and services (collectively referred to as the "PEG IP"). Client shall not

have any rights in or to the PEG IP, and Client shall not use the PEG IP in any way other than as specifically allowed for under this Agreement. Client shall keep visible all PEG copyright notices or other marks on the Deliverables and Training Protocols (including user manuals). Client shall take all reasonable steps to ensure that its employees, agents, contractors and clients are aware of and comply with the obligations of Client under this Section 5.

6. Client Obligations; Confidentiality. Client shall be responsible for: (a) compliance with all laws and regulations applicable to Client's business; and (b) providing all cooperation reasonably requested by PEG in the performance of PEG's Services hereunder, including without limitation access to Client's premises, employees and equipment as reasonably required by PEG in connection with the Services. Client shall, at all times during the term of this Agreement and thereafter, treat as confidential all information provided by or on behalf of PEG to Client or Client's Representatives, including without limitation the Training Protocols and other PEG IP, and shall only use or disclose such confidential information as is strictly necessary for Client's performance of its obligations or as otherwise expressly permitted hereunder (and for no other purposes whatsoever).

7. No Recordings. Client shall not record, or allow any of its representatives to record, any of the Seminars (as defined below) or other Services provided by PEG, irrespective of whether such Seminars or other Services are provided in-person or through virtual or electronic means (e.g., through Zoom or a similar platform).

8. Indemnification.

8.1. Client's Indemnification of PEG. Client shall defend, indemnify and hold harmless PEG and its affiliates, and its and their respective equityholder, directors, officers, employees and agents (collectively, "Representatives") from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorney's fees and costs) (collectively "Losses") arising from or relating to Client's or its representatives', including without limitation the Client's Practitioners and Facilitators (as such terms are used in the Statement of Work): (i) breach of any representation, warranty, covenant or other term or condition of this Agreement; or (ii) negligence or willful misconduct.

8.2. PEG's Indemnification of Client; Infringement Claims. PEG shall indemnify, defend and hold harmless Client and its Representatives from and against any Losses arising from or relating to: (i) PEG's or its representatives breach of any representation, warranty, covenant or other term or condition of this Agreement; (ii) PEG's or its representatives' negligence or willful misconduct; and (iii) any claim or allegation that Client's permitted uses of the Services hereunder infringe any patent, copyright, trademark or other proprietary right, or misappropriate any trade secret, of any third party (an "Infringement Claim"). Upon notice of an Infringement Claim, or if in PEG's opinion, such a claim is likely, PEG shall have the right, at its option and expense, to: (a) procure for Client the right to continue using the Services in accordance with the terms hereof; or (b) replace or modify the Services so that they provide substantially the same or greater functionality and performance than the infringing Services. If in PEG's opinion neither of the foregoing options are reasonably available, then notwithstanding anything in this Agreement to the contrary, Client's sole and exclusive remedy shall be to return the infringing Services to PEG in exchange for a refund of the fees applicable to such returned Services, together with any pre-paid fees for Services not theretofore rendered.

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 an indemnified party under Section 8.1 or Section 8.2 (the "Indemnitee") that may give rise to liability of the indemnifying party under Section 8.1 or Section 8.2 (the "Indemnitor") under this Section 8, the Indemnitee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor a reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. The Indemnitee shall at all times have the right fully to participate in such defense at its own expense and shall not be obligated to participate in or consent to any settlement which: (i) requires the

Indemnitor to pay any monies; (ii) includes an admission of liability or wrongdoing with respect to the Indemnitor; (iii) does not include a full release of all claims in favor of the Indemnitor; or (iv) the Indemnitor reasonably believes would have an adverse effect on it or its business. The Indemnitor shall make available to the Indemnitor all books and records relating to the claim that are reasonably requested by the Indemnitor, and the parties agree to render to each other such assistance as may reasonably be requested in order to ensure a proper and adequate defense.

9. Limitation of Liability. IN NO EVENT WILL PEG OR ITS REPRESENTATIVES BE LIABLE FOR LOST REVENUES OR COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF PEG OR ITS AGENTS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF PEG AND ITS REPRESENTATIVES FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR PAYABLE TO PEG PURSUANT TO THE APPLICABLE STATEMENT OF WORK IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, AND OTHER TORTS.

10. Publicity. PEG may, with the prior written consent of Client, use Client's name, trademark(s), logo(s) and other non-confidential materials in PEG's portfolio, on PEG's web site, and in PEG's marketing materials (including press releases).

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 hereunder by reason of any governmental law, ordinance, order or regulation or by reason of fire, flood, earthquake, accident, act of God, natural disaster, pandemic (including without limitation COVID-19 and the related public health crisis), epidemic or public enemy or by reason of any other cause, thing or occurrence of the same or any other nature not within PEG's control (each, a "Force Majeure Event"), then the Agreement shall be suspended for a period equal to the duration of the occurrence of Force Majeure Event without additional payment during such suspension. PEG shall promptly notify Client of such Force Majeure Event 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 hereunder when and as required by the terms of this Agreement except during the continuance of a Force Majeure Event. Any such suspension shall end promptly after the cause of such suspension ceases, and all time periods and dates hereunder shall be extended by a period equal to the period of such suspension.

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 (a "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 in English.

(a) Informal Resolution. Upon written notice from one party alleging a Dispute, the parties first agree to meet informally and make a good faith effort to resolve the Dispute; such meeting shall take place within fifteen (15) days of the written notice of the Dispute and be between

appropriate representatives of each party. If, after a reasonable time not to exceed thirty (30) days after the meeting of such party representatives, the parties are unable to resolve the Dispute, the parties agree to participate in binding arbitration in accordance with Section 11.3(b) of this Agreement.

(b) **Binding Arbitration.** If the Dispute has not been resolved pursuant to Section 11.3(a), then the Dispute shall be finally and exclusively settled by arbitration in accordance with the California Arbitration Act, §§ 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 informal resolution under Section 11.3(a) by filing a written demand for arbitration. The arbitration shall be held in San Francisco County, California. 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 AAA in accordance with the Rules and the procedures set forth herein. Any arbitrator appointed by 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 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; provided, however that the costs of the arbitration may be awarded to the prevailing party or most prevailing party at the discretion of the arbitrator, together with any attorneys’ fees or other expenses due and owing to the prevailing party in accordance with the terms hereof or applicable law. 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.

(c) **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.

(d) **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.

(e) **Availability of Equitable Relief.** Notwithstanding the foregoing provisions of this Section 11.3, the parties acknowledge that a breach of this Agreement by a party may result in irreparable harm to Client or PEG for which there is no adequate remedy at law. Accordingly, if Client or PEG reasonably believes that the other party (a) has breached this Agreement and (b) said breach will cause irreparable harm to such non-breaching party for which there is not adequate remedy at law, the non-breaching party shall be entitled to preliminary, temporary or permanent equitable relief, without the necessity of proving actual damages or posting a bond (or other security), in any court of competent jurisdiction.

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.

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 or relating to this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party in any such proceeding shall be entitled to recover reasonable attorneys' fees and other costs incurred in bringing such proceeding, in addition to any other relief to which such party may be entitled. The term "prevailing party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. 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 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 such 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; Assignment; Third Party Beneficiaries. This Agreement binds and inures to the benefit of the parties to this Agreement and to their respective successors and assigns. Neither party may assign or delegate its rights hereunder without the prior written consent of the other party and any assignment or delegation in violation of this Agreement shall be null and void *ab initio*; provided, however, that PEG shall be permitted to assign this Agreement to an affiliate or the purchaser of all or substantially all of its assets. Except with respect to Indemnitees, the parties agree that this Agreement is solely for the benefit of the parties hereto and nothing in this Agreement is intended to or shall be construed as conferring on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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: David Gonzales Certification Program, Divisional Director Pacific Educational Group, Inc. 795 Folsom Street, 1st Floor San Francisco, CA 94107 Email: dgonzales@courageousconversation.com Tel. (415) 654-0282	With a copy to: William Malpica, Esq. Martin LLP 333 Ludlow Street South Tower, 8th Floor Stamford, CT 06902
Evanston Township High School District 202: Dr. Marcus A. Campbell Assistant Superintendent/Principal 1600 Dodge Avenue Evanston, Illinois 60201 Email: campbellm@eths.k12.il.us Tel. (847) 424-7043	

Notwithstanding the foregoing, it is understood and agreed by the parties that approval to incur expenses may be provided to PEG by Client via e-mail. A party may change its address for notices by written notice given pursuant to this Section 11.10.

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

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

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

11.14. Survival. The rights and obligations of this Agreement, which by their nature are intended to survive expiration or termination shall survive, including but not limited to: Sections 4 through 11 (including all of the subsections) of this Agreement.

11.15. Non-Solicitation. Client agrees and covenants, during the term of this Agreement and for a period of one (1) year following its expiration or termination for any reason, not to directly or indirectly: (a) solicit, hire, recruit, or attempt to solicit, hire, or recruit, any person or entity who is employed by or an independent contractor to PEG, or has been employed by or was an independent contractor to PEG during the one (1) year period preceding the expiration or termination date of this Agreement (collectively, "Covered Persons"), or to induce or attempt to induce any Covered Person to terminate or modify their terms of employment or other business relationship with PEG; provided, however, that the foregoing restriction shall not be deemed violated by Client as a result of an employee's or independent contractor's response to a general advertisement not directed at PEG or its Representatives.

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

David Gonzales

07 / 01 / 2021

David Gonzales, as Certification Program, Divisional Director
of Pacific Educational Group, Inc.
795 Folsom Street, 1st Floor
San Francisco, CA 94107
Email: dgonzales@courageousconversation.com
Tel. (415) 654-0282

CLIENT:
Evanston Township High School District 202

Dr. Marcus A. Campbell

06 / 24 / 2021

Dr. Marcus A. Campbell, as Assistant Superintendent/Principal
of Evanston Township High School District 202
campbellm@eths.k12.il.us
(847) 424-7043

EXHIBIT A STATEMENT OF WORK

1. Work Administration.

1.1 PEG Project Manager/Contact:

Name/Title:	David Gonzales, Certification Program, Divisional Director
Address:	795 Folsom Street, 1st Floor San Francisco, CA 94107
Phone:	(415) 654-0282
E-mail:	dgonzales@courageousconversation.com

1.2 Client Project Manager/Contact:

Name/Title:	Dr. Marcus A. Campbell, Assistant Superintendent/Principal
Address:	1600 Dodge Avenue Evanston, Illinois 60201
Phone:	(847) 424-7043
E-mail:	campbellm@eths.k12.il.us

1.3 Billing Procedures. PEG to send invoice to Kimberly Henry at accounts_payable@eths.k12.il.us. All invoices for Services rendered hereunder shall be submitted by PEG to Client in accordance with the following procedures:

☒ **Purchase Orders is required:**

- Please send an electronic copy of the Purchase Order to aedmands@courageousconversation.com
- PEG to send invoice to Client with PO number noted on invoice. 100% due upon execution of contract.
- Client to remit payment by ACH or Check per instructions below.

☒ **Paying by ACH:**

Client preferred method of payment by ACH. 100% due upon execution of contract.

☐ **Paying by Check:**

Client preferred method of payment by check. 100% due upon execution of contract.

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

Mail check(s) to: **Pacific Education Group Inc.,
c/o Adrienne Edmands
2601 Blanding Ave #C-545
Alameda, CA 94501**

1.4 Intellectual Property: Client acknowledges that all PEG IP provided or otherwise made available to Client and its personnel (including without limitation participants in the PEG programs described below) shall be used solely in connection with Client's and such personnel's receipt of the Services hereunder. Client further acknowledges that all such rights to use PEG IP shall automatically terminate upon the expiration or earlier termination of the Agreement.

1.5 Fees: In consideration of PEG's Services hereunder, Client will pay PEG the following Fees: (a) with respect to each individual accepted by PEG into the practitioner's or facilitator's certification program described herein, the Practitioner Enrollment Fee (as defined below) or Facilitator Enrollment Fee (as defined below), as the case may be, with such Fee to be invoiced by PEG to Client promptly upon such individual's acceptance by PEG into the applicable certification program and payable by the Client in accordance with the terms of Section 2 of the Agreement; and (b) an *annual license fee of **\$5,500.00 FY 2021-22** ("Annual Fee"), with the first such Annual Fee first being due on a date selected by Client in its sole discretion (the "Commencement Date"). With respect to the Annual Fee: (i) on the Commencement Date, the Term of the Agreement shall be deemed automatically extended to the date that is one (1) year following the Commencement Date, without any further action by either party; (ii) on or before each anniversary of the Commencement Date (irrespective of whether invoiced by PEG or the timing of any such invoice), Client shall pay PEG the Annual Fee unless, on or before such anniversary date, this Agreement has expired or been terminated in accordance with the terms of the Agreement; and (iii) only at such times as the Agreement is effective and an Annual Fee has been paid in respect of the applicable year of the term of this Agreement shall Client be permitted to have Certified Facilitators facilitate seminars or trainings in accordance with the terms of the Agreement and this Statement of Work. For the avoidance of doubt, all Practitioner Enrollment Fees, Facilitator Enrollment Fees and Annual Fees shall be non-refundable.

**Annual Fees subject to increase year to year.*

2.1 Time and Location of the Work (if applicable for Newly Certifying Certification Practitioners at \$4000.00 each)

*FALL 2021 COHORT (Dates and Information)
Applications Due: July 6, 2021
Orientation: August 25, 2021
FALL 2021 Cohort: August 30, 2021 - December 6, 2021 *plus three additional months of practice
(2) Required Webinars: First: October 26 or 28, 2021 -- Second: November 30 or December 2, 2021
Live Community of Practice Day * TBD may be held virtually

The Fee of \$4,000 per participant in the certification program for newly certifying Practitioners will be invoiced to Client promptly following the acceptance by PEG of each such participant into the certification program (the "Practitioner Enrollment Fee"). Client acknowledges that all decisions regarding the acceptance or rejection of candidates for any PEG program hereunder shall be made by PEG in its sole and absolute discretion. For the avoidance of doubt, the Agreement must be in effect and all Annual Fees (if applicable) must have been paid by Client in order for its designees to participate in PEG programs, to use PEG IP or to act as Certified Facilitators.

Each accepted applicant shall be required to sign a Practitioner Certification Commitment Statement, in form and substance determined by PEG in its sole discretion, prior to entering the Practitioner Certification program. Client shall be responsible for any breach by any participant of the terms or conditions of the Practitioner Certification Commitment Statement.

2.1a Listing and Description of Deliverables and Services

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

Enrollment in the CCAR Practitioner online course provides a comprehensive educational curriculum designed to enable qualified participants to earn certification as Courageous Conversation About Race (CCAR)[™] practitioners. Our program delivers an instructional model grounded in CCAR Protocol[™], adult learning theory, and culturally relevant practices. This 45-hour online course provides weekly learning modules, discussion boards, live webinars and a live virtual training day to foster connections and interactions with national and international Practitioner candidates in the cohort.

2.1b Individuals Who Will Perform Services

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

2.1c Specific Objectives to be Accomplished

The Certification Program provides a certification process to develop partners to lead Courageous Conversations About Race (CCAR)[™] at the Practitioner and Facilitator levels. Practitioners 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 conferencing and field practice when mutually agreed upon.

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

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

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

CCAR™ Practitioners are able to:

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

2.2 Time and Location of the Work (if applicable for Newly Certifying Co-Facilitator Certifications at \$3000.00 each)

The Fee of \$3,000 per participant in the Co-Facilitator Certification program will be invoiced to Client promptly following the acceptance by PEG of each such participant into the program (the "Facilitator Enrollment Fee"). Each accepted applicant shall be required to sign a Facilitator Certification Commitment Statement, in form and substance determined by PEG in its sole discretion, prior to entering the Co-Facilitator Certification program. Client shall be responsible for any breach by any participant of the terms or conditions of the Facilitator Certification Commitment Statement.

2.2 a Listing and Description of Deliverables and Services

Online course, webinars, certification review and resource center: Enrollment in the CCAR Facilitator online course connects Facilitators both regionally and nationally as they explore their personal and professional practice in the Protocol for Courageous Conversations About Race to apply it to individual work roles, discussions, leadership and organizational/district led Professional Development/trainings/meetings/etc. This is a facilitated course that provides resources, connections and interactions with nationally and internationally certified PEG Facilitators. PEG does not review nor supervise the district/organizations' trainings but does coach Facilitators through the application of the Protocol for CCAR™ to be used during the district/organizational trainings. The "Individuals Who Will Perform Services" and the "Specific Objectives to be Accomplished" are the same as set forth above in 2.1(b) and 2.2(c).

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

- a. Level I:
 - i. Intro to CCAR (2.5 hours)
 - ii. VCC – Exploration (5 hours)
 - iii. TBD face to face equivalent
- b. Level II:
 - i. VCC – The Experience (8 hours)
 - ii. Beyond Diversity (16 hours)

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

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

Facilitate each component of the CCAR Protocol™ through:

- VCC – Intro / Exploration / The Experience
- 1-Day / Beyond Diversity
 - Analyze and synthesize their own, and others, ability to understand and apply CCAR Protocol
 - Understand, apply, and synthesize mindful inquiry techniques
 - Effectively navigate and use a facilitative process within the CCAR curriculum series
 - Articulate own assets and leverage others to support areas of growth
 - Establish system capacity and sustainability within their organization

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

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

Please initial:	Client/Project Manager Name:	Date:
M.C.	Dr. Marcus A. Campbell	06 / 24 / 2021

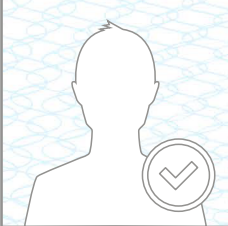

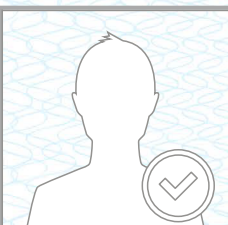

Please initial:	Client 2:	Date:
A.C.	Aracely Canchola	06 / 30 / 2021

Please initial:	Client 3:	Date:
M.W.	Matthew Walsh	06 / 30 / 2021

Signature Certificate

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Document signed by:

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