



PROFESSIONAL SERVICES AGREEMENT

for

District Partnership Deliverables

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of October 1, 2021, (the "Effective Date"), by and between PACIFIC EDUCATIONAL GROUP, INC., a California corporation ("PEG") and Milwaukee Board of School Directors a Wisconsin Public School District ("Client").

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

1. Services.

1.1. Services. PEG will perform the professional services (the "Services"), including through its providing of the agreed-upon deliverables (the "Deliverables"), in accordance with the requirements set forth in the statement of work (the "Statement of Work"), attached hereto as Exhibit A 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 so long as such other client engagements do not materially interfere with PEG's ability to fulfill the Services outlined in any the Statement of Work (Exhibit A).

2. Compensation.

2.1. Fees. Pursuant to Section 2.3, in respect of PEG's Services hereunder, Client will pay a total fee of \$134,650.00 ("Fee") as follows:

Throughout the Initial Term (as this term is defined herein), PEG shall promptly submit invoices to Client contemporaneously as Services are performed. The grand sum total of invoices submitted by PEG relating to Exhibit A Services shall not exceed the \$134,650.00 Fee. Client shall make timely payments on these invoices pursuant to Section 2.3.

2.2. Expenses. Omitted.

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

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 may be ordered to pay 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 (electronically or by hardcopy) of the disputed amount within ten (10) calendar 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 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 ("Commencement Date") October 1, 2021, and will continue in full force and effect until the termination date ("Termination Date") June 30, 2022, or unless earlier terminated pursuant to the terms herein.

The Termination Date may be extended by the Parties by written agreement to accommodate completion of services as outlined in Exhibit A, but said extension shall not extend more than one (1) year from the Termination Date described immediately above.

4.2. Termination with Cause. Either party may terminate this Agreement for material breach of this Agreement by the other party on thirty (30) calendar days' prior written notice to the breaching party. If within the thirty (30) calendar day period the breaching party does not cure the material breach, or commence the cure of such material breach or default for items that are not reasonably curable within the thirty (30) calendar day time frame, this Agreement will automatically terminate on the date stated within the properly delivered notice of termination. In the wake of a termination under this Section 4.2, if the breaching party cures or begins to reasonably cure said breach to the satisfaction of the aggrieved Party, the Parties may agree, in writing and in the sole discretion of the aggrieved Party, that the termination is null and void and continue performance of this Agreement. Notwithstanding the foregoing, if Client (a) fails to make a payment as specified in this Agreement, PEG shall notify Client of such failure and if Client fails to cure such breach within fourteen (14) calendar days after receipt of such notification, (b) breaches any of its obligations under Sections 5,

6 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 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) omitted; (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, (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).

Upon termination of this Agreement pursuant to Section 4, PEG shall, upon Client's request: (a) promptly return or destroy any Client Confidential Information (as further defined by Section 6.1) which includes Client's confidential, identifiable or private information which PEG received from Client during the Initial Term or any Renewal Term relating to any student or staff member including any data relating thereto and (b) have an authorized PEG representative certify in a writing to Client its compliance with the obligations set forth herein.

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 in advance of any such Seminar. In the event of a cancellation under this Section 4.4, Client shall pay to PEG the cancellation fee ("Cancellation Fee") set forth in Section 4.5 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.

Upon receiving Client's Notice of Cancellation under this section, PEG shall promptly provide Client with the cancellation/rescheduling fees and expenses prior to the actual cancellation or rescheduling. Cancellation, rescheduling and/or rebooking fees shall be, thereafter, invoiced to Client pursuant to Section 2.3 provided that Client cancels/reschedules, in fact, after vetting the associated fees and costs. The payment of a Cancellation Fee in accordance with this Section 4 shall not relieve the Client of its obligation to compensate PEG for the applicable Seminar on the rescheduled date pursuant to Section 4.6 provided that PEG performs the Seminar, in fact, on any rescheduled date.

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 (referred to as "PEG Confidential Information"), including without limitation the Training Protocols and other PEG IP ("PEG IP" as defined by Section 5), 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).

Section 6 shall not apply to PEG Confidential Information that (a) is or becomes public through no fault or breach by Client, (b) is or becomes known to Client (either directly or rightfully through a third party) without an obligation of confidentiality, (c) is independently developed by Client without use of or access or reference to PEG Information or (d) is disclosed with the prior written approval of PEG on a case-by-case basis. To avoid any doubt, irrespective of whether or not PEG IP (a) is or becomes public through no fault or breach by Client, (b) is or becomes known to Client (either directly or rightfully through a third party) without an obligation of confidentiality, or (c) is independently developed by Client without use of or access or reference to PEG IP, Client shall only use/disclose PEG IP as is strictly necessary for Client's performance of its obligations under this Agreement (and for no other purposes whatsoever).

6.1 Client Confidential Information Absent the prior written consent of Jon Jagemann or his/her designee, PEG shall not, unless required by applicable law or court order (1) disclose, publish, or disseminate any information, not a matter of public record, that it received from Client by reason of this Agreement ("Client Confidential Information"), regardless of whether PEG is or is not under contract at the time of the disclosure, or (2) disclose, publish, or disseminate any Client Confidential Information. PEG agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Client Confidential Information.

Section 6.1 shall not apply to Client Confidential Information that (a) is or becomes public through no fault or breach by PEG, (b) is or becomes known to PEG (either directly or rightfully through a third party) without an obligation of confidentiality, (c) is independently developed by PEG without use of or access or reference to Client Information or (d) is disclosed with the prior written approval of Client on a case-by-case basis.

- a. In the event that PEG seeks to publish or otherwise use Client information received by PEG during the performance of this Agreement, PEG will provide manuscripts for drafts for review by Client prior to publication and consider Client's suggestions in good faith. PEG agrees not to publish or otherwise use such information until the earlier of thirty (30) calendar days from submission of same to Client, or upon receipt of Client's written or oral comments, information and ideas. Absent prior written consent, PEG will not identify Client as the subject of any published studies or analyses derived as a result of this Agreement.
- b. **Public Records.** Both parties acknowledge and agree that Client is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. PEG acknowledges that it is obligated to assist Client in retaining and producing records arising from this Agreement that are subject to disclosure under the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement if PEG refuses to produce records which are not exempt from disclosure as determined by a judicial court or tribunal having proper jurisdiction over such matter. PEG must defend and hold Client harmless from liability for any failure to produce non-exempt records under Wis. Stat. § 19.21, et seq.. Except as otherwise authorized, records arising under this Agreement shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

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. Pursuant to Wis. Stat. 895.46 and Wis. 893.80, Client shall indemnify and hold harmless PEG and its affiliates, and its and their respective equity holder, directors, officers, employees and agents (collectively, "Representatives") from and against any loss arising from or relating to Client's or its representatives', including without limitation the Client's Practitioners and Facilitators: (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 "Indemnatee") 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 Indemnatee 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 Indemnatee 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 Indemnatee to pay any monies; (ii) includes an admission of liability or wrongdoing with respect to the Indemnatee; (iii) does not include a full release of all claims in favor of the Indemnatee; or (iv) the Indemnatee reasonably believes would have an adverse effect on it or its business. The Indemnatee 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 NO MORE THAN ONE MILLION DOLLARS (\$1,000,000.00). THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, AND OTHER TORTS.

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.

PEG understands and agrees that financial responsibility for claims or damages to its employees and agents, shall rest with PEG. PEG and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

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

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

The Milwaukee Board of School Directors shall be named as an additional insured under PEG's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of PEG shall be submitted electronically to Client via its third-party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of

Client and shall be recorded in the EXIGIS system, which records are incorporated into this Agreement by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that Client shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of PEG's insurers providing the coverages required by Client for the duration of this Agreement.

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

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 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 ten (10) business days of the written notice of the Dispute and be between appropriate representatives of each party. If, after a reasonable time not to exceed thirty (30) business days after the meeting of such party representatives, the parties are unable to resolve the Dispute, the parties may pursue other lawful avenues to resolve the Dispute and/or secure a remedy. Informal Resolution is a prerequisite to the filing of any judicial complaint unless a Party requires immediate equitable relief as described in Section 11.3(e).

(b) Omitted.

(c) Omitted.

(d) Omitted.

(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 may secure 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 Wisconsin without regard to its conflict of law rules and, subject to Section 11.3, shall be heard by a court of competent jurisdiction within Milwaukee County, Wisconsin. Both parties irrevocably consent to personal jurisdiction in, and the exclusive venue of, the state and/or federal courts located in Milwaukee County, Wisconsin, for the purpose of any action or judgment with respect to this Agreement, regardless of where any alleged breach or other action, omission, fact or occurrence giving rise thereto occurred. Each party hereby irrevocably waives any claim that any proceeding brought in Milwaukee County, Wisconsin, has been brought in any inconvenient forum.

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 may 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.

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 Exhibit A, this Agreement will control unless Exhibit A 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 so long as Client consents in writing to such an assignment and such consent shall not be unreasonably withheld. Except with respect to Indemnities, 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: Chris Lim Chief of Staff	With a copy to: William Malpica, Esq. Martin LLP
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Pacific Educational Group, Inc. 248 3 rd Street, Suite 634 Oakland, CA 94607 Email: clim@courageousconversation.com Tel. (510) 520-5575	333 Ludlow Street South Tower, 8th Floor Stamford, CT 06902
Milwaukee Board of School Directors: Martha Kreitzman Chief Financial Officer 5225 West Vliet Street Milwaukee, Wisconsin 53208 kreitzmj@milwaukee.k12.wi.us (414) 773-9820	Client Project Manager Contact: Jon Jagemann Student Services 5225 West Vliet Street Milwaukee, Wisconsin 53208 jagemaj@milwaukee.k12.wi.us (414) 475-8645

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, 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 provided, however, Section 5 of this Agreement may only be amended or modified by a document entitled "IP Modification Agreement" signed by an authorized representative of Client and PEG's Chief Executive Officer, Glenn E. Singleton.

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.

11.16 Client Requirements.

- a. During the period of this Agreement, PEG shall not hire, retain or use for compensation any member, officer, or employee of Client to perform services under this Agreement, or any other person who, to the knowledge of PEG, has a conflict of interest.
- b. PEG hereby attests it is familiar with Client's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with Client."
- c. No person may enter into this Agreement for services that the Client employee would otherwise perform as an employee.
- d. No current or former Client employee may perform services on a professional services contract without the prior written consent of the Client's Chief Human Capital Officer or his/her designee.

11.17 Living Wage Requirement. PEG shall comply with, and ensure its subcontractors performing work under this Agreement comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

11.18 Non-Discrimination. In the performance of work under this Agreement, PEG shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. PEG is required to include a similar provision in all subcontracts to this Agreement.

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

- a. An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.
- b. PEG will submit to Client's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and Client will notify PEG of any individual(s) who, based on Client's standards, are unfit and should not have contact with Client's students. All determinations made by Client with regards to whether an individual is fit to provide services pursuant to this Agreement are made in Client's sole discretion.
- c. The following will each be a material failure to comply with the terms of this Agreement and cause for immediate termination of this Agreement by Client:

(1) failure to perform background checks as outlined in this Section 11.19;



- (2) failure to submit background checks to Client as outlined in this Section 11.19;
- (3) allowing services to be provided by an individual who has not be subjected to a background check; and
- (4) allowing services to be performed by an individual who has been determined to be unfit by Client as outlined in this Section 11.19

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

[signature page to follow]



Requisition Number: R435980
Contract Number: C030226
Vendor Number: V028984

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

Handwritten signature of Chris Lim in black ink.

10/5/21

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

Date

CLIENT:
Milwaukee Board of School Directors

Handwritten signature of Martha Kreitzman in black ink.

Martha Kreitzman, as Chief Financial Officer
of Milwaukee Board of School Directors
kreitzmj@milwaukee.k12.wi.us
(414) 773-9820

10-18-2021

Date

Handwritten signature of Keith Posley in blue ink.

Keith Posley, Ed.D, as Superintendent of Schools
Milwaukee Board of School Directors

10-22-21

Date

Handwritten signature of Robert E. Peterson in black ink.

Robert E. Peterson, President
Milwaukee Board of School Director

10/28/21

Date

EXHIBIT A STATEMENT OF WORK**1. Work Administration.****1.1 PEG Project Manager/Contact:**

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

1.2 Client Project Manager/Contact:

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

2. Description of Services and the Specifications.**2.1 Time and Location of the Work**

Date and time to be determined upon fully executed contract.

2.2 Listing and Description of Services

Please see following pages for more details.

2.3 Anticipated Individuals Who Will Perform Services

To be determined and confirmed upon fully executed contract.

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



Name	Price	QTY	Subtotal
Virtual DELT (2.5 hours) <ul style="list-style-type: none"> To occur bi-monthly 	\$4,650.00	5	\$23,250.00
Virtual Courageous Conversation Experience (80 participant capacity) <ul style="list-style-type: none"> Two cohorts for Student Support Teacher's Two cohorts for Centralized Staff 	\$13,900.00	4	\$55,600.00
Virtual LEADS 1 – Introduction to the Framework for Systemic Racial Equity Transformation (2.5 hours; 80 participant capacity) <ul style="list-style-type: none"> Two cohorts to accommodate 135 school principals 	\$4,650.00	2	\$9,300.00
Virtual LEADS 2 – Using Critical Race Theory to Transform Leadership and The Organization (2.5 hours; 80 participant capacity) <ul style="list-style-type: none"> Two cohorts to accommodate 135 school principals 	\$4,650.00	2	\$9,300.00
Virtual LEADS 3 – Systems Thinking, Adaptive Leadership, and Organizational Culture and Climate (2.5 hours; 80 participant capacity) <ul style="list-style-type: none"> Two cohorts to accommodate 135 school principals 	\$4,650.00	2	\$9,300.00
Virtual LEADS 4 – Creating Culturally Relevant Schools and Classrooms (2.5 hours; 80 participant capacity) <ul style="list-style-type: none"> Two cohorts to accommodate 135 school principals 	\$4,650.00	2	\$9,300.00
Virtual LEADS 5 – Empowering Families and Engaging Communities of Color (2.5 hours; 80 participant capacity)	\$4,650.00	2	\$9,300.00



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<ul style="list-style-type: none">Two cohorts to accommodate 135 school principals			
Virtual LEADS 6 – Theory to Action: Creating a Framework for Accelerating and Sustaining District-wide Racial Equity Transformation (2.5 hours; 80 participant capacity) <ul style="list-style-type: none">Two cohorts to accommodate 135 school principals	\$4,650.00	2	\$9,300.00

Subtotal	\$134,650.00
Discount	\$0.00
Tax	\$0.00
Total	\$134,650.00



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DISTRICT EXECUTIVE EQUITY LEADERSHIP TEAM (DELT)

Establishing the Urgency of Change

*Good leaders see the need for a major change and will do whatever is necessary
"to make the status quo seem more dangerous than launching into the unknown."*

John P. Kotter ~ Why Transformation Efforts Fail*

I. The District Executive Equity Leadership Team (DELT)

Central to achieving educational equity is the development of and strong support for school and district leaders who serve as the guiding coalition to ensure successful systemic equity transformation. DELT members participate in significant professional learning focused on deepening their understanding of race and equity, as well as on developing and then guiding the implementation of the district's Systemic Equity Transformation Plan. DELT examines district policies, practices, programs, structures, climate, and culture to identify barriers to equity and excellence, and leads systemic change efforts that result in high levels of achievement for all students. DELT is responsible for aligning the Systemic Equity Transformation Plan with existing district strategic priorities and board goals, ensuring all efforts are streamlined for optimal student achievement results.

II. DELT Job Description

The main task of the District Equity Leadership Team is to lead, oversee, and manage the dynamic processes of transformational change. Research indicates that, "no matter how capable or dedicated the staff, groups without strong line leadership never achieve the power that is required to achieve results. Efforts that don't have a powerful enough guiding coalition can make apparent progress for a while, but sooner or later, the opposition gathers itself together and stops the change." (John P. Kotter, What Leaders Really Do, Harvard Business Review, May-June 1990)

III. DELT Selection Criteria and Membership

The DELT coalition is powerful in terms of positions, knowledge, expertise, reputations, and relationships within the district. It is critical to ensure selected DELT members have sufficient leadership authority, as well as system-wide responsibility and leadership capacity to direct development of the district's Systemic Equity Transformation Plan and guide district constituents through a thoughtful, systemic exploration of the impact of institutionalized racism upon student learning. DELT members are selected under the direction of the superintendent and are customarily drawn from the Superintendent's Executive Leadership Team or Cabinet.

IV. DELT Role and Responsibilities

- DELT engages in a thorough internal analysis of the district that enables the team to build on current organizational strengths as well as examine, identify, and mitigate any existing organizational challenges that limit the District's ability to achieve its racial equity goals.
- DELT examines school district culture and climate through the lens of race and equity, and identifies essential elements that need to be addressed through equity strategies and action plans.



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- DELT organizes and maintains a district collection of current, compelling, irrefutable, disaggregated achievement and attitudinal data that drives all decision-making and guides systemic equity transformation efforts throughout the district.
- DELT develops and leads the implementation of the district's Systemic Equity Transformation Plan.
- DELT develops an optimal organizational infrastructure that establishes effective equity leadership (responsibility, accountability, authority, and lines of communication) to successfully implement the district's Systemic Equity Transformation Plan.
- DELT develops a district-wide professional learning organization and sets expectations for professional practices that focus on achieving equity and excellence for ALL learners.
- DELT defines and applies performance metrics for assessing district progress toward equity goals.

V. Key Concepts Explored in DELT Seminar Series

- Developing proficiency with the PEG Framework (Courageous Conversation Protocol, critical race theory tenets, systems thinking tools, and adaptive leadership principles) in all aspects of executive cabinet leadership functions
- Leadership team development in the area of whole system change management with regard to systemic racial equity transformation
- Analysis of existing organizational structures to identify enabling conditions of effective leadership practices
- Visioning of intended impact on the system toward racial equity transformation
- Alignment of DELT roles and responsibilities with racial equity transformation adaptive challenges
- Organizational data analysis and racial equity leadership alignment of organizational resources required to bring about racial equity transformation
- Aligning day to day functioning of executive cabinet members with racial equity leadership
- Engaging in a process of self-discovery for racial equity leadership in order to increase organizational coaching capacity
- Creating processes for ongoing team monitoring of behavioral agreements aligned with racial equity leadership

VI. Key Components of a Systemic Equity Transformation Plan

1. Equity Vision – The Equity Vision statement paints a picture with words and helps clarify the direction and destination towards which a district must move to eliminate racial achievement disparities and ensure high levels of academic success for ALL students.
2. Equity Beliefs – Equity Beliefs are a concise expression of the District's fundamental values, deep convictions, non-negotiable ethical principles, and moral imperatives that provide the impetus for and guide the implementation of transformational change for racial equity.
3. Equity Mission – The Equity Mission statement defines the system's highest aspiration by declaring what the district will achieve and describing by what means the district will eliminate



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have ever confronted.

8. The challenge is to innovate mental work, not replicate physical work, and with change, the task is to manage the dynamic system, not obsess over the pieces.
9. The goal is to teach hundreds or thousands of educators how to think strategically, recognize patterns, and anticipate equity problems and opportunities before they occur.
10. Determine the level to which you, as an individual and as a district-level leadership group, have the passion and the courage to lead your district in systemic equity transformation. Are you willing to do whatever it takes to develop the skill, knowledge, and capacity to eliminate racial achievement disparities? Will you persevere to create the conditions throughout your school district that enable ALL students to unlock their greatest potential and reach the highest levels of achievement?



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LEADERSHIP FOR RACIAL EQUITY (LEADS) Seminar Descriptions and Learning Outcomes

LEADS Seminar #1

Introduction to the Theory of Transformation and Racial Equity Framework

Seminar 1 re-introduces PEG's Systemic Equity Framework and Theory of Transformation ("Framework"). District and school leaders will utilize the language and tools of mindfulness to deepen understanding of the Courageous Conversation[®] protocol and apply it in their personal and professional lives. In preparation for Seminar #1, participants should read chapters 1 - 3 of *Courageous Conversations about Race (CCAR)*, 2nd ed., by Glenn Singleton.

Learning Outcomes:

- Leaders will recognize and understand Courageous Conversation[®] and Developmental Scale as essential tools and the foundation of systemic equity transformation.
- Leaders will be able to identify the Framework and recognize the interrelationship of its components, the training delivery model, their personal equity purpose, and their professional and organizational role and accountability as leaders for racial equity.
- Leaders will begin the process of creating the culture and conditions for achieving equity in their personal spheres of influence and understand it as a prerequisite to their professional and organizational development.

Intersession Assignments (in preparation for Seminar #2):

- Read CCAR, chapters 4 - 7.
- Review and practice conditions 1, 2, and 3 and the Courageous Conversation Compass (refer to CCAR, chapters 4-7, as needed).
- Use Courageous Conversation[®] (the Four Agreements, Six Conditions, an Compass) to explore a controversial topic.
- Read additional current topical articles to be assigned

LEADS Seminar #2

Using Critical Race Theory to Transform Leadership and District

Seminar #2 re-connects district leaders to Courageous Conversation[®] as a requisite skill, and demonstrates its integral relationship to the "The Framework." The seminar further examines the impact of race in schooling and introduces Critical Race Theory (CRT) – its importance, relevance, and application as an analytical tool for understanding race and the educational disparities resulting from systemic racism. CRT is established as a theoretical and requisite knowledge base in "Framework" for systemic equity transformation.

Learning Outcomes:

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- Leaders will deepen their understanding of Courageous Conversation as a skill and integral component of "The Framework."
- Leaders will begin to understand CRT as an analytical tool for understanding social and educational inequity.
- Leaders will begin to understand CRT as a language and set of organizing tenets for examining personal and societal beliefs and behaviors connected to race.

Intersession Assignments (in preparation for Seminar #3):

- Complete CRT Graphic Organizer
- Read CCAR Chapters 8, 9, and 10
- Read additional current topical articles to be assigned
- Revisit local racial disparity data

LEADS Seminar #3:

Systems Thinking, Adaptive Leadership, and School Culture and Climate

Seminar 3 will review leaders' understanding of critical race theory and begin a process of applying it as a tool for analyzing personal, professional, and organizational manifestations of systemic racism in their lives. Leaders will begin a process of internalizing adaptive leadership as a method to lead staff in identifying current organizational strengths and weaknesses for systemic racial equity transformation. This process will enable them to challenge existing systems and uncover underlying beliefs and assumptions that interfere with achieving racial equity. Leaders will be introduced to systems thinking and organizational learning, and will become acquainted with Peter Senge's Ladder of Inference and Iceberg as tools for leading staff through individual and organizational introspection and uncovering racial inequities.

Learning Outcomes:

- Leaders will personalize adaptive leadership at a beginning level for purposes of understanding, engaging, and leading organizational learning for racial equity.
- Leaders will understand and be able to make personal, professional, and organizational connections to Critical Race Theory and its applications for interrupting inequitable systems.
- Leaders will understand and be able to apply systems thinking tools to surface beliefs and analyze the current racial equity challenges in their spheres of influence.
- Leaders will be able to assess the climate and culture of their district and schools with respect to racial equity strengths and challenges.

Intersession Assignments (in preparation for Seminar #4):

- Read CCAR, chapters 11 - 13
- Read additional current topical articles to be assigned



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LEADS Seminar #4:**Creating Culturally Relevant Schools and Classrooms**

Seminar 4 engages leaders in dialogue about the intersection of Race and Pedagogy. Conversations are facilitated to support and challenge participants' thinking about the role of leadership in creating culturally relevant environments using "The Protocol." Critical Race Theory, systems thinking, adaptive leadership, and organizational learning are revisited and connected to race and pedagogy. In seminar, participants will experience and deconstruct a professional learning environment in which teachers and administrators have balanced opportunities for reflection and productive disequilibrium. Leaders are introduced to Collaborative Action Research for Equity (CARE) as a method for transforming learning and teaching, and improving the participation and performance of all students, especially underserved students of color.

Learning Outcomes:

- Leaders will understand the Learning and Teaching domain of the PEG "Framework."
- Leaders will recognize and understand "Courageous Conversation" as an essential tool for developing a culturally relevant environment.
- Leaders will understand CARE and be able to identify systems necessary to support the transformation of learning and teaching.

Intersession Assignments (in preparation for Seminar #5):

- Read additional current topical articles to be assigned

LEADS Seminar #5:**Empowering Families and Engaging Communities of Color**

Seminar 5 engages Leaders in dialogue about the intersection of race and family/community empowerment. The seminar examines the often tightly held beliefs, mythologies, and pathologies that serve to marginalize and disenfranchise students, families, and communities of color. Using The Protocol, and informed by their emerging understanding of adaptive leadership, Critical Race Theory, systems thinking and organizational learning, participants will be challenged and supported to disavow these beliefs and engage with people of color in more authentic ways. Leaders are introduced to PASS (Partnerships for Academically Successful Students) as a process for developing effective relationships and partnerships with families and communities of color.

Learning Outcomes:

- Participants will be able to apply The Framework as a way to understand how to advance from parent involvement, through family engagement, to empowerment of communities of color.
- Leaders will be able to analyze and uncover systemic racism in schools, and engage in reflection and dialogue about its impact on family participation and student success.



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- Leaders will understand PASS and be able to identify processes necessary to support a transformation in the relationship that school and district personnel share with families and communities of color.

Intersession Assignments (in preparation for Seminar #6):

- Using the list from the seminar activity, explicitly plan and execute one of the suggested items.
- Using the terms of Critical Race Theory, discuss what systems in your school may be contributing to the marginalization of families of color, creating barriers to their authentic participation in the education of their children?
- Examine the ways in which your school currently is, or could be, utilizing the efforts of PASS to support culturally relevant pedagogy.
- Identify interventions and programs (past and present) specifically designed to address racial achievement disparities and parent empowerment. Include indicators of success and specific evidence documenting what has changed (or not) and the degree of success or impact on eliminating racial disparities.
- Review all previous LEADS seminars, then reflect on and articulate ways in which schools marginalize underserved families and communities of color through your understanding of CRT, CCAR, systems thinking, and adaptive leadership.

LEADS Seminar #6:

Theory to Action: Creating a Framework for Accelerating and Sustaining District-wide Racial Equity Transformation

Seminar 6 prepares Leaders to move from racial equity theory into intentional practice. A major thrust of this seminar is focused around leaders assessing their understanding of and engagement with The Framework at a personal, professional, and organizational level. Participants will create a personal equity leadership plan and develop a distributive leadership structure for racial equity in their school or district department, and will begin the process of selecting Equity Teams to guide equity-focused professional learning. Leaders will also be introduced to an emerging district plan for equity transformation and will discuss how to anchor their own school or department improvement plans to the district's overall equity transformation plan.

Learning Outcomes:

- Leaders will demonstrate mastery in understanding and applying The Framework.
- Leaders will demonstrate ownership for racial equity leadership and will have a plan to accomplish their work at the personal, professional, and organizational level over the next year.
- Leaders will be able to differentiate between delegated responsibility and distributive leadership and articulate their own personal and professional, as well as the organizational, will, skill, knowledge, and capacity to lead for racial equity.
- Leaders will understand the role of school-based Equity Teams, and the process and criteria for selecting E-Team members.