

**MILWAUKEE BOARD OF SCHOOL DIRECTORS  
PROFESSIONAL SERVICES CONTRACT  
FIRST MODIFICATION**

On February 24<sup>th</sup>, 2021, the Milwaukee Board of School Directors and Pacific Educational Group Inc. entered into Professional Services Contract number C029838 (“Contract”), with a term of February 1, 2021 through June 30, 2021 (modified below). The Contract, (Contract Section 2), provides for two additional one-year extensions upon mutual written consent of the parties.

In accordance with (Contract Section 20) of the Contract, the parties modify those terms and conditions identified below.

**MODIFIED TERMS**

1. **Date Contract was entered into.** *Modified from February 1, 2021 to February 24*
2. **Parties names.** Reference to Pacific Education Group, Inc. as “PEG” was added.
3. **Section 1.**
  - a. Scope of work was broken up to clarify the Two Different Programs:
    - i. *Added Headline.* Virtual Courageous Conversation Exploration.
      1. *Modified* “cabinet” with “leadership team.” To read now as, “A leadership team will be created at Central Services meeting monthly to monitor and support district-wide implementation...”
      2. *Added.* “2020-2021” school year to the sentence, “There will be 17 sessions offered through the duration of the [2020-2021] school year.”
      3. *Added.* “Contractor will be used to deliver a variety of professional development experiences to identified staff members and provide coaching to district leadership guiding implementation, as well as provide the district to licensed and copyrighted materials for implementation within MPS.
    - ii. 2020-2021 Practitioner Program:
      1. *Added:* In addition, Contractor shall provide professional development (“PD”) training for ten (10) identified MPS staff members to become Certified Practitioners “Courageous Conversations™” PD within Milwaukee Public Schools Certification process requires each participant to apply and successfully interview to be selected. This in-depth process leads to the opportunity to earn certification in CCAR, but it is not a guarantee of that outcome. There are two certification levels, Level 1 - Certified Practitioner and Level 2 - Certified Facilitator I (Level 2 will be contracted separately).”
      2. *Added* “Certified” to heading, “Level 1 [Certified] Practitioner.”
      3. *Added.* Participants will apply in March 2021; 10 staff will be selected in April 2021; and engage in Level 1 programming from May 2021 through December 2021.
      4. For clarity, this contract does not include services cost for Level 2. To make this clear, “(this portion of the contract will be contracted separately – solely provided for mutual understanding)” was *Added* to the Level 2 headline. Also, “Certified” was *Added* to the heading to read, “Level 2 – [Certified] Facilitator I:”
      5. The following sections were *Added* as well:

- a. Same 10 participants from Level 1, who complete the Certified Practitioner Program will apply for Level 2 in December 2021; 10 will be selected in January 2022; and engage in Level 2 certification program from February 2022 through June 2022, and by August 2022, if they successfully completed all portions, they will become Certified Facilitators of the Courageous Conversations content, CCAR.
- b. Certification Program can support MPS with implementation and efforts to sustain their plan using certified internal personnel. Certification requires an application and successful interview prior to cohort selection. This in-depth process leads to the opportunity to earn certification in CCAR, but it is not a guarantee of that outcome. PEG does not allow their intellectual property to be taught outside of supportive and committed organizational partner systems, and only with an appropriate licensure agreement and the required facilitator certifications (at least 2 per organization) must be in place. PEG does not provide on-demand trainer-of-trainer services.
- c. Certified Facilitators continue to contribute as Certified Practitioners when not facilitating a Courageous Conversation About Race™ (CCAR) seminar. Upon certification, Certified Facilitators are ready to lead trainings based on their level of endorsement as outlined above. CCAR™ curriculum and seminars will take place in their own sectors in co-facilitated and inter-racial pairs. \*Certification is rigorous and PEG does 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.
- d. Courageous Conversation requires Practitioners to serve in that role for nine (9) to twelve (12) months before applying for Certification as a Facilitator. However, PEG and MPS has collaborated to create an accelerated pathway to waive the 9-12-month implementation period of Level 1 to allow Level 2 certification to commence in February 2022. Certified Facilitators facilitate seminars or trainings in accordance with the terms of the Agreement and this Statement of Work.
- e. It should be noted for the purpose of continuity, the cost per each participant for Level 2 will be invoiced at \$3,000 each for the 10 participants.

**4. Section 2. Term**

- a. Dates was *modified* from February 1, 2021 – June 30, 2021 to March 1, 2021 – December 31, 2021.

**5. Section 3. Compensation**

- a. *See* “Attachment 1” for reference to the dates and locations of the 17 sessions.
- b. *Added.* The Virtual Courageous Conversation Explorations will be invoiced by PEG upon the completion of each session and submitted to MPS for payment.
- c. *Added.* “Virtual” to Level 1 – [Virtual] Practitioner Certification.

- d. *Added.*
- i. Contractor shall invoice for half (½) of the Virtual Practitioner Certification Fee when half (½) of services have been provided, which would be at or around end of July 2021. Contractor shall submit a detailed invoice, including all participants names (max of 10 participants). A 2<sup>nd</sup> and final invoice for the remaining balance shall be invoiced by Contractor at the end of service, which is schedule at or around December 2021.
  - ii. Each accepted applicant shall be required to sign a Practitioner Certification Commitment Statement prior to entering the Practitioner Certification program, in form and substance determined by PEG, but reviewed and approved prior to by MPS. MPS shall be responsible for any breach by MPS Staff participant, acting within the scope and directive of their employment, for breach of the terms or conditions of the Practitioner Certification Commitment Statement.
  - iii. All Fees shall be non-refundable, unless PEG terminates service prior to the completion of the program without notice and stipulation of MPS
6. **Section 6. Indemnity.** *Modified* to incorporate PEG's proposed indemnity language. This section now reads:
- a. Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the breach of this Contract, carelessness or neglect, or willful misconduct of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of breach of Contract, the carelessness, negligence, willful misconduct, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.
  - b. Upon the assertion of any claim or the commencement of any suit or proceeding by a third party against MPS that may give rise to liability of PEG under this Section 6, MPS shall immediately notify PEG of the existence of such claim and shall give PEG a reasonable opportunity to defend and/or settle the claim at its own expense and with counsel of its own selection. MPS 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 MPS to pay any monies; (ii) includes an admission of liability or wrongdoing with respect to MPS; (iii) does not include a full release of all claims in favor of MPS; or (iv) MPS reasonably believes would have an adverse effect on it or its business. MPS shall make available to PEG all books and records relating to the claim that are reasonably requested by PEG, 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.
  - c. In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS' negligence for acts, policies, or directives that affect the activities covered by this Contract.
7. **Section 28. Added 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 and all training materials or protocols related thereto (for the purposes of this Section,

collectively referred to as the “Training Protocols”), (ii) the underlying documents and materials with respect to the Services and/or the Training Protocols, including without limitation user manuals, PowerPoint presentations, handouts, and any backup or archival copies of the aforementioned provided to MPS 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, Training Protocols and other PEG products and services (collectively referred to as the “PEG IP”). MPS shall not have any rights in or to the PEG IP, and MPS shall not use the PEG IP in any way other than as specifically allowed for under this Contract. MPS 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 the Intellectual Property Rights and Trademarks. MPS further acknowledges that all such rights to use PEG IP shall automatically terminate upon the expiration or earlier termination of the Contract.

8. **Signature page break.** *Added* “Signature page to follow”

[Signature page to follow]

CONTRACTOR

By: Christine Lim

Date: 2/25/21

Pacific Educational Group Inc.  
795 Folsom Street, 1st Floor  
San Francisco, CA 94107  
(415) 346-4575

Tax ID: 77-0362992

Budget code(s): STV-0-0-SDS-SN-ECTS

Reviewed By: Kristin D. [Signature]  
Risk Management

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: [Signature]  
Martha Kreitzman  
Chief Financial Officer

Date: 2-25-2021

By: Not Required  
Keith P. Posley, Ed.D.  
Superintendent of Schools

Date: \_\_\_\_\_

By: Not Required  
Larry Miller, President  
Milwaukee Board of School Directors

Date: \_\_\_\_\_

Date: 3.12.2021

Attachment 1:

2020-2021 Work Plan	Price	QTY	Subtotal
Virtual Courageous Conversations™ Explorations (80 participant capacity)	\$9,300.00	17	\$158,100.00

17 sessions as outlined below

Date	Number of Sessions
March 1, 2021	1
March 3	1
March 17	1
March 24	3
March 31	2
April 14	2
April 21	3
April 28	2
May 5	2

Date	Schools
March 1, 2021	Administrative Staff
March 3, 2021	Milwaukee School of Languages, Morse
March 17, 2021	North Division, Bradley Tech
March 24, 2021	Audubon, Douglas, Green Tree, King HS, Meir, Project Stay, Groppi
March 31, 2021	Lincoln, MacDowell, Reagan, Alliance
April 14, 2021	Madison, Obama, Riverside
April 21, 2021	Washington, Wedgewood
April 28, 2021	Pulaski, WCLL, Vincent, Marshall, HS of the Arts
May 5, 2021	Hamilton
May 12, 2021	Bay View, Transition, King MS, South Division