



(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of **January 1, 2025** (the "Effective Date"), by and between **COURAGEOUS CONVERSATION LLC**, a Delaware limited liability corporation ("**Consultant**" or "**CC**") and Milwaukee Board of School Directors d/b/a Milwaukee Public Schools, 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. Consultant 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 Exhibit A incorporated herein, which may be amended from time to time by the written agreement of the parties. Consultant 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 Consultant will be providing services pursuant to this Agreement on a non-exclusive basis and that Consultant performs the same or similar services from time to time for other clients. This Agreement shall not prevent Consultant from performing such services for such other clients.

2. Compensation.

2.1. Fees.

(a) District Partnership Deliverable Exhibit A Statement of Work. Pursuant to Section 2.3, in respect of Consultant's Services hereunder, Client will pay a **total fee of \$78,875.00** ("Fee") as follows: (a) \$39,437.50 as a fifty percent (50%) deposit immediately payable upon execution of this Agreement; and (b) \$39,437.50 payable upon receipt of invoice(s) following the completion of deliverables as outlined in Exhibit A Statement of Work.

(b) Intentionally Omitted.

2.2. Expenses. Omitted.

2.3. Billing. Consultant shall invoice Client promptly upon provision of the applicable Services. Unless otherwise set forth in the Statement of Work, Client agrees to pay Consultant within thirty (30) calendar days after receipt of Consultant's properly submitted invoice, which will include any substantiating documentation. Consultant shall submit to Client the final invoice no later than sixty (60) days from the last day of services as outlined in Statement of Work 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 Consultant 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,



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Consultant 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, Consultant reserves the right to suspend some or all Services hereunder until arrangements satisfactory to Consultant are made. Client agrees to reimburse Consultant for any costs incurred (including reasonable attorneys' fees and court costs) in connection with Consultant'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 Consultant in writing of the disputed amount within ten (10) 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. Consultant's Taxes. Consultant 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. Consultant 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.

Exhibit A Only: The term for the Exhibit A Services commences as of the Effective Date and will continue in full force and effect until **December 31, 2025**, or when the Services and Deliverables are performed pursuant to the terms contained in Exhibit A, whichever event occurs first, unless earlier terminated pursuant to the terms stated herein (the "Term"). The date upon which the Term terminates as delineated in this section, is referred to as the Termination Date.

A renewal of the Exhibit A Services ("Exhibit A Renewal Term") of one (1) successive year following the Term may occur, pursuant to Exhibit A, provided however, the Parties must agree upon the Exhibit A Renewal Term in writing prior to the Termination Date.

Exhibit B Only: Intentionally Omitted.

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) calendar days' prior written notice to the breaching party. If within the thirty (30) calendar day period the breaching party does

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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 at the end of that period. Notwithstanding the foregoing, if Client (a) fails to make a payment as specified in this Agreement, Consultant shall notify Client of such failure and if Client fails to cure such breach within fourteen (14) business days after receipt of such notification, (b) breaches any of its obligations under Sections 6, 7 or 8 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 Consultant 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 4.2, Client shall be promptly: (a) remit payment to Consultant for all Fees for Services rendered prior to the effective date of termination; (b) reimburse Consultant for reimbursable expenses incurred prior to the notice of termination; (c) return or destroy, at its election, all CC IP, including all CC 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 CC IP and other Consultant materials, and (e) have an officer of Client certify in writing to Consultant 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 Consultant by electronic mail addressed to: Consultant 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 Consultant the cancellation fee ("Cancellation Fee") set forth in Section 4.5 and reimburse Consultant for reimbursable expenses under Section 2.2 of this Agreement if Consultant 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 Consultant a Cancellation Fee as follows: (i) if Client's Notice of Cancellation is received by Consultant within fourteen (14) calendar days of the planned Seminar, Consultant is entitled to 100% of the Fee associated with such Seminar; (ii) if Client's Notice of Cancellation is received by Consultant between fifteen (15) calendar days and thirty (30) calendar days before a planned Seminar, then Consultant is entitled to 50% of the Fee associated with such Seminar, and (iii) if Client's Notice of Cancellation is received by Consultant more than thirty (30) calendar days before a planned Seminar, Consultant is not entitled to receive a Cancellation Fee. Irrespective of the date upon which Consultant receives any notice of cancellation, Client is responsible for payment of travel/lodging cancellation, rescheduling and/or rebooking fees Consultant 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 Consultant 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).

4.7 Cancellation by Consultant. If this Agreement, or any Statement of Work, provides that Consultant will deliver in-person training seminars ("In-Person Seminar") at a Client location

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(“Venue”), Client shall provide Consultant with a written confirmation (“Written Confirmation”) confirming that the Venue will be cleaned, sanitized and allow for adequate social distancing as recommended by the Center for Disease Control (“CDC”). Consultant reserves the right to cancel, in its sole discretion, any In-Person Seminar if Client fails to provide Consultant with the Written Confirmation at least thirty (30) calendar days in advance of any scheduled In-Person Seminar.

(a) In the event of a cancellation by Consultant under this Section 4.7, Consultant shall deliver a notice of cancellation consistent with Section 12.10 and Consultant shall have no obligation to provide any In-Person Seminar unless Client properly submits a Written Confirmation and the Parties agree upon a mutually agreeable rescheduled date.

(b) Client shall reimburse Consultant for all reimbursable expenses resulting from a Section 4.7 cancellation by Consultant under Section 4.5 if Consultant is not able to cancel or avoid such expenses after Consultant's notice of cancellation.

5. COVID-19 & In-Person Training Seminars.

5.1 If this Agreement or any Statement of Work requires Consultant to provide any in-person training seminars (“In-Person Seminar”) within a Client facility (“Client Venue”), Client shall be obligated to ensure that the Client Venue complies with applicable federal, state and local rules/laws, including the CDC Guidelines (collectively “Guidelines”), relating to COVID-19 and group meetings/gatherings.

5.2 The Guidelines may vary by the geographic location of any Client Venue. Therefore, for the purposes of this Agreement, Client shall be compliant (“Compliant”) with the Guidelines so long as Client: **(i)** maintains a published workplace infection prevention and control policy which has been distributed to all Client personnel; **(ii)** reduces the maximum occupancy of the Client Venue to allow space for adequate social distancing; **(iii)** updates or properly maintains the ventilation system within any Client Venue to ensure adequate ventilation; **(iv)** directs Client’s custodial service provider(s) to make certain any Client Venue is clean and sanitary during the entire course of any In-Person Seminar; **(v)** provides hand sanitizer with an alcohol content not less than 70% during any In-Person Seminar; and **(vi)** follows any specific state/local laws or rules relating to masks and face coverings.

5.3 If, on the scheduled date of any In-Person Seminar, Consultant determines that any Client Venue is not Compliant, Consultant reserves the right, in its sole discretion, to immediately convert the scheduled In-Person Seminar into a virtual training seminar (“Virtual Seminar”).

5.4 If Client does not possess the audio/visual equipment necessary to support a conversion to a Virtual Seminar or is otherwise unable to receive Virtual Seminar training on the schedule date, Consultant will treat the circumstance as a cancellation by Client and Client shall be subject to the Cancellation Fees set forth in Section 4.5 unless the Parties specifically agree otherwise in a writing ratified by duly authorized representatives of both Parties.

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6. Intellectual Property Rights and Trademarks. Consultant (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 6, 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 Consultant and any modifications or translations thereof, (iii) “Courageous Conversation LLC,” “CC LLC,” “Courageous Conversation,” “Pacific Educational Group, LLC,” “PEG,” and any other trademarks, service marks, know-how and other proprietary property adopted by Consultant to identify the Services, Deliverables, Training Protocols and other Consultant products and services (collectively referred to as the “CC IP”). Client shall not have any rights in or to the CC IP, and Client shall not use the CC IP in any way other than as specifically allowed for under this Agreement. Client shall keep visible all Consultant 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 6.

7. 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 Consultant in the performance of Consultant’s Services hereunder, including without limitation access to Client’s premises, employees and equipment as reasonably required by Consultant 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 Consultant to Client or Client’s Representatives, including without limitation the Training Protocols and other CC 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).

8. 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 Consultant, 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).

9. Indemnification.

9.1 Client’s Indemnification of Consultant. To the fullest extent permitted by Wisconsin state law, Client shall indemnify and hold harmless Consultant and its affiliates, and its and their respective equity holder, 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’: (i) breach of any representation, warranty, covenant or other term or condition of this Agreement; or (ii) negligence or willful misconduct.

9.2 Consultant’s Indemnification of Client; Infringement Claims. Consultant shall indemnify, defend and hold harmless Client and its Representatives from and against any Losses arising from or relating to: (i) Consultant’s or its representatives breach of any representation, warranty, covenant or other term or condition of this Agreement; (ii) Consultant’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

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trade secret, of any third party (an "Infringement Claim"). Upon notice of an Infringement Claim, or if in Consultant's opinion, such a claim is likely, Consultant 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 Consultant'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 Consultant in exchange for a refund of the fees applicable to such returned Services, together with any pre-paid fees for Services not theretofore rendered.

9.3 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 9.1 or Section 9.2 (the "Indemnitee") that may give rise to liability of the indemnifying party under Section 9.1 or Section 9.2 (the "Indemnitor") under this Section 9, 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 Indemnitee to pay any monies; (ii) includes an admission of liability or wrongdoing with respect to the Indemnitee; (iii) does not include a full release of all claims in favor of the Indemnitee; or (iv) the Indemnitee reasonably believes would have an adverse effect on it or its business. The Indemnitee 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.

10. Limitation of Liability. IN NO EVENT WILL CONSULTANT 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 CONSULTANT OR ITS AGENTS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF CONSULTANT 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.

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

12. General Terms.**12.1 Insurance.**

(a) 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.



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(b) Consultant understands and agrees that financial responsibility for claims or damages to its employees and agents, shall rest with Consultant. Consultant 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 Consultant by Client 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

(c) The Milwaukee Board of School Directors shall be named as an additional insured under Consultant's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Consultant 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 Consultant's insurers providing the coverages required by Client for the duration of this Agreement.

12.2 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.

12.3 Dispute Resolution. Except as set forth in Section 12.3(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 12.3, 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.

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(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) 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 participate in arbitration or mediation.

(b) Binding Arbitration. [Intentionally Omitted].

(c) Effect of Arbitration. [Intentionally Omitted].

(d) Statute of Limitations. [Intentionally Omitted].

(e) Availability of Equitable Relief. The parties acknowledge that a breach of this Agreement by a party may result in irreparable harm to Client or Consultant for which there is no adequate remedy at law. Accordingly, if Client or Consultant 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 in any court of competent jurisdiction.

12.4 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 12.3, 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.

12.5 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.

12.6 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.

12.7 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.



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12.8 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.

12.9 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. 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.

12.10 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:

<p>COURAGEOUS CONVERSATION LLC</p> <p>Chris Lim Senior Advisor 1712 N. Street, NW, Suite 402 Washington, DC 20036 clim@courageousconversation.com</p>	<p>With a copy to:</p> <p>The Carter Group, PC 1300 Clay Street, Suite 600 Oakland, CA 94612</p>
<p>Milwaukee Public Schools (Client): Milwaukee Public Schools Attn: Janine Adamczyk Director of Procurement and Risk Management 5225 West Vliet Street, Rm. 160 Milwaukee, Wisconsin 53208 adamczkj@milwaukee.k12.wi.us</p>	<p>Secondary Client Contact: Milwaukee Public Schools Attn: Jon Jagemann Student Services 5225 West Vliet Street, Rm. 127 Milwaukee, Wisconsin 53208 (414) 475-8645 jagemaj@milwaukee.k12.wi.us</p>

12.11 Entire Agreement. This Agreement, including any Exhibits attached hereto, and any Commitment Statements entered into constitutes the entire agreement between the parties hereto with respect to the Exhibit A Services delineated within this Agreement and supersedes any previous oral and written agreements, proposals, negotiations, representations, commitments, and other communications among the parties with respect to the Exhibit A Services delineated within this Agreement. This Agreement may only be modified in a writing signed by the parties hereto.

12.12 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.

12.13 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

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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.

12.14 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 12 (including all of the subsections) of this Agreement.

12.15 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 Consultant, or has been employed by or was an independent contractor to Consultant 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 Consultant; 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 Consultant or its Representatives.

12.16 Client Requirements.

- (a) During the period of this Agreement, Consultant 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 Consultant, has a conflict of interest.
- (b) Consultant 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.

12.17 Living Wage Requirement. Consultant 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."

12.18 Non-Discrimination. In the performance of work under this Agreement, Consultant 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. Consultant is required to include a similar provision in all subcontracts to this Agreement.

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12.19 Background Checks. Consultant will conduct, at Consultant'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.

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.

Consultant 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 Consultant 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.

12.20 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:

- a) failure to perform background checks as outlined by Section 12.19;
- b) failure to submit background checks to Client as outlined in this Section 12.19;
- c) allowing services to be provided by an individual who has not be subjected to a background check; and
- d) allowing services to be performed by an individual who has been determined to be unfit by Client as outlined in this Section 12.19.

12.21 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 for in MPS Administrative Policy 3.10, which is hereby incorporated by reference.

[Signature page to follow]



(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

CONSULTANT:

COURAGEOUS CONVERSATION LLC, a Delaware limited liability company,

/s/ _____

Date: _____

Chris Lim as Senior Advisor
for COURAGEOUS CONVERSATION LLC
clim@courageousconversation.com
510-520-5575

CLIENT:

Milwaukee Board of School Directors d/b/a Milwaukee Public Schools

Janine Adamczyk,
Director of Procurement & Risk Management
adamczj@milwaukee.k12.wi.us
414-475-8609
Date: _____

Eduardo Galvan,
Interim Superintendent of Schools

Date: _____

Marva Herndon, President
Milwaukee Board of School Directors

Date: _____

Jiquinna Cohen
Contract Compliance

Date: 11.26.2024

Insurance Compliance

Date: _____

SSN/FEIN: [REDACTED]
Budget Code: OGA-0-0-SST-DW-ECTS



(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

EXHIBIT A STATEMENT OF WORK (DISTRICT PARTNERSHIPS)

1. Work Administration.

1.1 1.1 Consultant Project Manager/Contact:

Name/Title:	Chris Lim, Senior Advisor
Address:	1712 N. Street, NW, Suite 402 Washington, DC 20036
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, Rm 127 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

See Table Below.

2.3 Anticipated Individuals Who Will Perform Services

Facilitator to be determined 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:

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

Name	Price	QTY	Subtotal
<p>Component 1: Students Organized Against Racism (SOAR) Series (In-Person)</p> <p>Student voice is essential to the work of eliminating the barriers to achieving racial equity that are often unseen or overlooked by adults, and their leadership must be a significant force in accelerating that transformation. As students are given a voice and opportunities for equity/anti-racism leadership they become a more visible voice for change in their schools. SOAR, Students Organized Against Racism, SOAR is Courageous Conversation's vehicle for middle school and high school student leadership development in advocating for racial justice.</p> <p>Number of Sessions: Four (4) Duration: Each in-person SOAR session spans one (1) day (up to 6 training hours)</p> <p>Design: *SOAR Orientation Seminar (1 session) Participants: Campus administration and prospective SOAR advisors (only adults)</p> <p>*SOAR Student Seminars 1 - 3 (3 sessions) Participants: SOAR Students and SOAR Advisors (adults)</p> <p>For up to 100 participants per session</p>	\$14,400.00	4	\$57,600.00
<p>Component 2: Beyond Diversity for Student Leaders for up to 100 participants (In-Person)</p> <p>Beyond Diversity, is our compassionate curriculum to build community, launch innovation, and navigate the predictable pitfalls in interracial, multi-cultural conversations about race. Powerful and personally transforming, this two-day seminar helps student leaders to understand the impact of race on their lives, their work, and their overall growth. Interactive and stirring exercises strengthen participants' critical consciousness of race and lead them to investigate the role that racism plays in institutionalizing achievement disparities. Most importantly, it models and teaches a protocol for discussing race in ways that are productive, insightful, and generative.</p> <p>Participants: Participating SOAR student and SOAR advisors</p> <p>Duration: This in-person seminar is facilitated over the course of two (2) consecutive days (6 training hours per day = 12 training hours total).</p>	\$21,275.00	1	\$21,275.00



(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID CONTRACTS

*Please note, this component includes a surcharge allowing up to 100 participants for this Beyond Diversity seminar			
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Total (Exhibit A) \$78,875.00

3. Billing Procedures.

Consultant to send invoice to Jon Jagemann at jagemaj@milwaukee.k12.wi.us. All invoices for Services rendered hereunder shall be submitted by Consultant to Client in accordance with the following procedures:

Purchase Orders is required:

- Please send an electronic copy of the Purchase Order to finance@courageousconversation.com
- Consultant to send invoice to Client with PO number noted on invoice. 50% due upon execution of contract; remaining 50% due as subsequent invoices are sent, pursuant to Section 2.1.
- Client to remit payment by ACH or Check per instructions below.

Paying by Check:

Client preferred method of payment by check. 50% due pursuant to section 2.1; remaining 50% due pursuant to section 2.1.

Check(s) must be made payable to COURAGEOUS CONVERSATION LLC

Mail check(s) to:

**Courageous Conversation LLC, c/o Accounts Payable
248 3rd Street, Suite 634
Oakland CA 94607**