

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of, February 22, 2021 (the "Effective Date"), by and between PACIFIC EDUCATIONAL GROUP, INC., a California corporation ("PEG") and Albemarle County Public Schools a Virginia 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") in accordance with the requirements set forth on the statement of work (the "Statement of Work"), attached hereto as Exhibit A and incorporated herein, which may be amended from time to time by the written agreement of the parties. PEG agrees to perform the Services in a timely and professional manner and otherwise in accordance with this Agreement.

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

2. Compensation.

2.1. Fees. Pursuant to Section 2.3, in respect of PEG's Services hereunder, Client will pay a total fee of \$15,000.00 ("Fee") as follows: (a) \$7,500 as a fifty percent (50%) deposit immediately payable upon execution of this Agreement; and (b) \$7,500 payable upon receipt of invoice(s) following the completion of deliverables as outlined in the Statement of Work.

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

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

2.4. Late Payment Terms. If Client fails to make a payment of the invoice when due, Client shall pay to PEG a late payment charge equal to one and one-half percent (1.5%) of the unpaid amount of such invoice for each month beyond the original payment due date during which such amount remains unpaid, or, if less, a late fee in an amount equal to the maximum rate allowable under applicable law. In the event Client repeatedly makes late payments under this Agreement, PEG reserves the right to change the requirements as to terms of payment under this Agreement or terminate this Agreement pursuant to Section 4.2. Should Client be in default with respect to payment under this Agreement, PEG reserves the right to suspend some or all Services hereunder until arrangements satisfactory to PEG are made. Client agrees to reimburse PEG for any costs incurred (including reasonable attorneys' fees and court costs) in connection with PEG's attempts to collect any sums that are past due.

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

3. Relationship of Parties.

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

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

4. Term and Termination.

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

4.2. Termination with Cause. Either party may terminate this Agreement or any Statement of Work for material breach of this Agreement by the other party on thirty (30) days' prior written notice to the breaching party. If within the thirty (30) day period the breaching party does not cure the material breach, or commence the cure of such material breach or default for items that are not reasonably curable within the thirty (30) day time frame, this Agreement will automatically terminate at the end of that period. Notwithstanding the foregoing, if Client (a) fails to make a payment as specified in this Agreement, PEG shall notify Client of such failure and if Client fails to cure such breach within three (3) business days after receipt of such notification, (b) breaches any of its obligations under Sections 5 or 7 of this Agreement, or (c) becomes insolvent or unable to pay its debt as they mature, makes an assignment for the benefit of creditors or seeks relief under any bankruptcy, insolvency or debtors relief law, then in any such case PEG may immediately terminate this Agreement or any Statement of Work without any further notice, in its sole and absolute discretion.

4.3. Client's Post-Termination Obligations. Upon termination of this Agreement pursuant to Section 4.2, Client shall be promptly: (a) remit payment to PEG for all Fees for Services rendered prior to the effective date of termination; (b) reimburse PEG for reimbursable expenses incurred prior to the notice of termination; and (c) return or destroy, at its election, all PEG IP and have an officer of Client certify in writing to PEG its compliance with the foregoing obligation.

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

4.5 Cancellation Fees. If Client cancels scheduled seminar(s)/training(s) (each a "Seminar") under Section 4.4, Client shall pay to PEG a Cancellation Fee as follows: (i) if Client's Notice of Cancellation is received by PEG within fourteen (14) calendar days of the planned Seminar, PEG is entitled to 100% of the Fee associated with such Seminar; (ii) if Client's Notice of Cancellation is received by PEG between fifteen (15) calendar days and thirty (30) calendar days before a planned Seminar, then PEG is entitled to 50% of the Fee associated with such Seminar, and (iii) if Client's Notice of Cancellation is received by PEG more than thirty (30) calendar days before a planned Seminar, PEG is not entitled to

receive a Cancellation Fee. Irrespective of the date upon which PEG receives any notice of cancellation, Client is responsible for payment of travel/lodging cancellation, rescheduling and/or rebooking fees PEG incurs by virtue of a Client cancellation, together with all other costs and expenses that are not cancellable or otherwise avoidable. The payment of a Cancellation Fee in accordance with this Section 4 shall not relieve the Client of its obligation to accept from and compensate PEG for the applicable Seminar on the rescheduled date pursuant to Section 4.6.

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

5. Intellectual Property Rights and Trademarks. PEG (and its licensors, as applicable) shall retain full and sole title, copyright, patent, trademark and other proprietary rights in and to all of its (and their) intellectual property, including without limitation with respect to (i) the Services 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 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, 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 take all reasonable steps to ensure that its employees, agents, contractors and clients are aware of and comply with the obligations of Client under this Section 5.

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

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

8. Indemnification

8.1 Omitted

8.2 Omitted

8.3 Omitted

9. Limitation of Liability. IN NO EVENT WILL PEG OR ITS REPRESENTATIVES BE LIABLE FOR LOST REVENUES OR COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF PEG OR ITS AGENTS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF PEG AND ITS REPRESENTATIVES FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR PAYABLE TO PEG PURSUANT TO THE APPLICABLE STATEMENT OF WORK IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING

WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, AND OTHER TORTS.

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

11. General Terms.

11.1. Insurance. Each party shall maintain, at its sole cost and expense, policies of self-insurance or insurance providing adequate coverage for each party's general liability and professional liability, as may be necessary to protect each party or its employees, agents, or representatives in the discharge of its or their responsibilities and obligations under this Agreement.

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

11.3. Omitted

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

11.5. Omitted

11.6. Remedies Cumulative. Unless expressly stated otherwise, all the remedies under this Agreement, at law or in equity, are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled.

11.7. Rules of Construction. This Agreement has been negotiated by the parties and their respective counsel and will be fairly interpreted in accordance with its terms and conditions without application of any rules of construction relating to which party drafted this Agreement in favor of, or against, either party. In the event of any conflict between this Agreement and a Statement of Work, this Agreement will control unless the Statement of Work expressly refers to the parties' intent to alter the terms of this Agreement with respect to such Statement of Work.

11.8. Waiver. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of both parties. Nor shall a one-time waiver of a single provision constitute a permanent waiver of that party's rights under said provision.

11.9. Successors and Assigns; Assignment; Third Party Beneficiaries. This Agreement binds and inures to the benefit of the parties to this Agreement and to their respective successors and assigns. Neither party may assign or delegate its rights hereunder without the prior written consent of the other party and any assignment or delegation in violation of this Agreement shall be null and void *ab initio*; provided, however, that PEG shall be permitted to assign this Agreement to an affiliate or the purchaser of all or substantially all of its assets. Except with respect to Indemnitees, the parties agree that this Agreement is solely for the benefit of the parties hereto and nothing in this Agreement is intended to or shall be construed as conferring on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.10. Notice. All notices hereunder shall be in writing and be deemed given upon written verification of receipt from express overnight/next day courier (Federal Express Priority Mail or its equivalent). All notices shall be sent to:

<p>PEG: Chris Lim Chief of Staff Pacific Educational Group, Inc. 795 Folsom Street, 1st Floor San Francisco, CA 94107</p>	<p>With a copy to: William Malpica, Esq. Martin LLP 333 Ludlow Street South Tower, 8th Floor Stamford, CT 06902</p>
<p>Albemarle County Public Schools: Allison McNally Chief Procurement Officer 401 McIntire Rd Charlottesville, Virginia 22901 amcnally@albemarle.org (434) 244-5885</p>	<p>Secondary Client Contact: Name: Title: Address: Email: Tel.</p>

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, constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all previous oral and written agreements, proposals, negotiations, representations, commitments, and other communications among the parties with respect to its subject matter. This Agreement may only be modified in a writing signed by the parties hereto.

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

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

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

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

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

PEG:
PACIFIC EDUCATIONAL GROUP, INC.,
a California corporation

Christine Liu

03 / 11 / 2021

Chris Lim, as Chief of Staff
of the Pacific Educational Group, Inc.
clim@courageousconversation.com
(510) 520-5575

CLIENT:
Albemarle County Public Schools

Allison McNally

03 / 11 / 2021

Allison McNally, as Chief Procurement Officer
of Albemarle County Public Schools
amcnally@albemarle.org
(434) 244-5885

EXHIBIT A STATEMENT OF WORK

1. Work Administration.

1.1 PEG Project Manager/Contact:

Name/Title:	Chris Lim, Chief of Staff
Address:	795 Folsom Street, 1st Floor San Francisco, CA 94107
Phone:	(510) 520-5575
E-mail:	clim@courageousconversation.com

1.2 Client Project Manager/Contact:

Name/Title:	Jennifer Sublette
Address:	401 McIntire Rd Charlottesville, Virginia 22901
Phone:	(434) 466-5164
E-mail:	jsublette@k12albemarle.org

2. Description of Services and the Specifications.

2.1 Time and Location of the Work

March 26, 2021; 1:30pm - 2:30pm EST

2.2 Listing and Description of Services

Courageous Conversations About Race with ACPS Educators Event:

- 60-minute Presentation by Glenn Singleton (45-minute keynote & 15-minute Q&A)
- 15 to 30-minute Technical Run-Through with Communications Director or Glenn Singleton
- 30-minute Content Pre-Meeting with Communications Director

2.3 Anticipated Individuals Who Will Perform Services

Glenn Singleton

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

Name	Price	QTY	Discount	Subtotal
Glenn Singleton Keynote Address 60 Minutes Total (45-minute keynote and 15-minute Question & Answer)	\$20,000.00	1	-\$5,000.00	\$15,000.00

Subtotal **\$15,000.00**

Tax **\$0.00**

Total \$15,000.00

3. Billing Procedures. PEG to send invoice to Lauren Prince at lprice3@k12albamarle.org. All invoices for Services rendered hereunder shall be submitted by PEG to Client in accordance with the following procedures:

1) Purchase Orders is required:

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

2) Paying by ACH:

50% due upon execution of contract; remaining 50% due as subsequent invoices are sent.

3) Paying by Check:

Client preferred method of payment by check. 50% due upon execution of contract; remaining 50% due as subsequent invoices are sent.

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

Mail check(s) to: Pacific Education Group Inc., c/o Adrienne Edmands

2601 Blanding Ave #C-545


Alameda, CA 94501

Signature Certificate

Document Ref.: 3KTQR-FR6AI-7HB6M-B2GWV

Document signed by:

	<p>Allison McNally E-mail: amcnally@albemarle.org Signed via link</p> <p>IP: 64.99.230.130 Date: 11 Mar 2021 20:00:38 UTC</p>	<p><i>Allison McNally</i></p> 
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	<p>Christine Lim Verified E-mail: clim@courageousconversation.com</p> <p>IP: 99.13.230.49 Date: 11 Mar 2021 20:20:39 UTC</p>	<p><i>Christine Lim</i></p> 
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Document completed by all parties on:
11 Mar 2021 20:20:39 UTC

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Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.

