



SERVICES AGREEMENT
BY AND BETWEEN
Prairie View A&M University
AND Kansas Leadership Center (KLC)

This Services Agreement (“Agreement”) is entered into and effective *upon execution* (the “Effective Date”), by and between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (hereafter referred to as PVAMU), and Kansas Leadership Center (hereafter referred to as “KLC”). PVAMU and KLC are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

PVAMU and KLC hereby agree as follows:

1. PURPOSE OF PARTNERSHIP

The Kansas Leadership Center (KLC) has professional knowledge and experience in leadership development education, leadership institution-building consultation, coach development, and civic engagement. Prairie View A&M University seeks KLC’s partnership to build the leadership capacity of their executive committee. KLC will perform the services as set forth in Exhibit A, Scope of Work, attached hereto (“Services”), in accordance with the terms and subject to the conditions contained in this Agreement.

2. PARTNER OBLIGATIONS

- A. KLC will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.
- B. KLC will perform the Services substantially in accordance with KLC’s marketing materials and documentation, including without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by KLC to PVAMU
- C. KLC will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for KLC’s performance of this Agreement.
- D. KLC represents and warrants that there are no obligations, commitments, third-party rights, or impediments of any kind that will limit or prevent KLC’s performance of the Services.

2a. Representatives from KLC will be responsible for:

- A. Initiating an onboarding process to introduce teams, orient around the purpose of the partnership and review upcoming details and logistics about the 12-month experience.
- B. Providing a teacher to facilitate the 12-month experience.
- C. Providing program staff to coordinate scheduling of session dates with PVAMU and KLC teacher, as well as program communication and pre-work with participants.
- D. Scheduling any meetings between KLC staff and PVAMU representatives.
- E. Submitting the end-of-program evaluation results to PVAMU representatives.
- F. Upon completion of 12-month experience, KLC will add participants to general mailing list to receive regular news on upcoming programs and educational content to continue growing their leadership capacity.

2b. Representatives from PVAMU will be responsible for:

- A. Coordinating with KLC staff to schedule dates of sessions.
- B. Sharing registration link with participants.
- C. Providing drinks, snacks, and lunch for full-day in-person programs.
- D. Securing training space and audio/visual equipment for in-person sessions.
- E. Acknowledging that content provided by KLC may be protected by copyright and other intellectual property law.

Any reproduction or use of KLC materials outside its intended purpose is strictly prohibited.

- F. Meeting with KLC staff to debrief the impact of the training on participants and to discuss future partnership opportunities.

3. TERM AND TERMINATION

- A. This Agreement will commence on the Effective Date and continues through 4/30/2026 (the “Term”), unless earlier terminated as provided herein. The Term of the Agreement may be extended for one (1) additional one (1) year period upon mutual written agreement executed by the Parties, provided that the total term of the Agreement shall not exceed two (2) years.
- B. In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party detailing the nature of the breach and the other Party fails to fully cure the breach within such thirty-day period. In the event that PVAMU terminates this Agreement pursuant to this Section, PVAMU shall receive a pro-rata refund of any pre-paid amounts.
- C. PVAMU may terminate this Agreement without cause upon thirty (30) days prior written notice to KLC.
- D. PVAMU may immediately terminate this Agreement if (i) the PROVIDER’s insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) KLC declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.
- E. If the Force Majeure Event persists for more than 30 days, either party may terminate the agreement without further liability, except for obligations accrued prior to the event.

4. PAYMENT TERMS

- A. In full consideration for the Services rendered by KLC under this Agreement, PVAMU shall pay KLC in accordance with the terms set forth in Exhibit B, Payment Terms, attached hereto. The total compensation to KLC under this Agreement will not exceed Sixty-seven thousand eight hundred seventy-four dollars and twenty-five cents \$67,874.25 without an amendment to this Agreement.
- B. A Force Majeure Event does not relieve a party of its obligation to make payments due under the agreement, unless the event directly prevents payment.
- C. KLC will submit (two) invoices to:

Prairie View A&M University
P.O. Box 519; MS 1311
Prairie View, TX 77446-0519
Attention: Accounts Payable
Or send via email to payables@pvamu.edu

Each invoice must reference the PVAMU purchase order number (which will be provided to KLC within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that PVAMU may reasonably request to support the invoice amount. PVAMU will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

- D. For reasonable business-related travel, lodging, and/or meal expenses validly incurred directly and solely in support of the Services and approved by PVAMU in advance, PROVIDER will be reimbursed by PVAMU according to the State of Texas rates, rules, and regulations (<https://fm.xcpa.texas.gov/fmx/travel/texttravel/rates/current.php>). When requesting such reimbursement, KLC will submit to PVAMU receipts, invoices and other documentation as required by PVAMU. Under no circumstances will KLC be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER’s place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.

- E. All payments will be made by electronic direct deposit. KLC is required to complete and submit to PVAMU a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at: <https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>

5. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the “Disclosing Party”) to transfer information of a confidential nature (“Confidential Information”) to the other Party (the “Receiving Party”). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. “Confidential Information” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party’s Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party’s obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- C. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party’s obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

6. COMPLIANCE WITH LAWS

- A. KLC shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
- B. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. KLC certifies that none of its personnel participating in the activities under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

7. INDEMNIFICATION

KLC shall indemnify and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the “A&M System Indemnitees”) from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnities arising out of any acts or omissions of KLC or its employees or

agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.

8. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

9. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- C. **Representations & Warranties.** If KLC is a business entity, KLC warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of KLC has been duly authorized to act for and bind KLC
- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's Service to PVAMU. Except as specifically required under the terms of this Agreement, KLC (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, KLC is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. KLC and its employees shall observe and abide by all applicable PVAMU policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- E. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.
- F. **Non-Assignment.** KLC shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU.
- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the

affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s). The affected party will be excused from performance of the impacted obligations for the duration, and the specific obligations affected.

Should weather conditions interfere with travel capabilities of KLC teachers or participants within 24 hours of scheduled departure for in-person leadership development training sessions, the following procedures will be implemented:

- KLC will notify PVAMU as soon as possible, but no later than 24 hours before the scheduled session.
- KLC will work with PVAMU to reschedule the affected session(s) at the earliest mutually convenient date and time.

J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and KLC can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

PVAMU: Prairie View A&M University
P.O. Box 519; Mail Stop 1311
Attention: Contracts Office
Phone: 936-261-1902
Email: contracts@pvamu.edu

KLC: **Kansas Leadership Center**
325 E. Douglas Ave.
Wichita, KS 67202
Attention: **Kaye Monk-Morgan**
Phone: 316-261-1583
Email: kmonkmorgan@kansasleadershipcenter.org

- K. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against PVAMU is to be in Waller County, the principal office of UNIVERSITY's governing officer is located.
- M. **Non-Waiver.** PVAMU is an agency of the state of Texas and under the Constitution and the laws of the state of Texas, possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. KLC expressly acknowledges that PVAMU is an agency of the state of Texas, and nothing in this Agreement will be construed as a waiver or relinquishment by PVAMU of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of PVAMU

- N. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and KLC to attempt to resolve any claim for breach of contract made by KLC that cannot be resolved in the ordinary course of business. KLC shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of UNIVERSITY, who shall examine PROVIDER's claim and any counterclaim and negotiate with KLC in an effort to resolve the claim. This provision and nothing in this Agreement waives UNIVERSITY's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.
- O. **Public Information Act.** KLC acknowledges that PVAMU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon UNIVERSITY's written request, KLC will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU to PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. KLC acknowledges that PVAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and KLC agrees that this Agreement can be terminated if KLC knowingly or intentionally fails to comply with a requirement of that subchapter.
- P. **Certification Regarding Business with Certain Countries and Organizations.** KLC represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. KLC acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
- Q. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, KLC certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- R. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, KLC agrees that any payments owing to KLC under this Agreement may be applied directly toward certain debts or delinquencies that KLC owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- S. **State Auditor's Office.** KLC understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. KLC agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. KLC will include this provision in all contracts with permitted subcontractors.
- T. **Loss of Funding.** Performance by PVAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, PVAMU will issue written notice to KLC and PVAMU may terminate this Agreement without further duty or obligation hereunder. KLC acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to KLC for any damages that are caused or associated with such termination or cancellation.
- U. **Prior Employment.** KLC acknowledges that Section 2252.901, Texas Government Code, prohibits PVAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If KLC is an individual, by signing this Agreement, KLC represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

- V. **Conflict of Interest.** KLC certifies, to the best of their knowledge and belief, that no member of the A&M System's Board of Regents, nor any officer of PVAMU or A&M System, has a direct or indirect financial interest in KLC or in the transaction that is the subject of the Agreement.
- W. **Franchise Tax Certification.** If KLC is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then KLC certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that KLC is exempt from the payment of franchise (margin) taxes.
- X. **Not Eligible for Rehire.** KLC is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 ("NEFR Employee"). In the event PVAMU becomes aware that KLC has a NEFR Employee involved in any work being performed under this Agreement, PVAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by PVAMU.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

Prairie View A&M University

Kansas Leadership Center

By: Tomikia P. LeGrande

By: Kaye Monk-Morgan

Name: Tomikia P. LeGrande

Name: Kaye Monk-Morgan

Title: President

Title: President and CEO

Date: 3/31/2025 | 5:13 AM CDT

Date: 3/28/2025 | 3:45 PM CDT

Prairie View A&M University

By: A. Marie Johnson

Name: A. Marie Johnson

Title: Exec. Dir., PDSV

Date: 3/28/2025 | 5:02 PM CDT

EXHIBIT A – SCOPE OF WORK



ABOUT THE PARTNER

Prairie View A&M University (PVAMU) is a state-assisted, public, comprehensive land grant institution of higher education. PVAMU is dedicated to achieving excellence and relevance in teaching, research, and service. It seeks to invest in programs and services that address issues and challenges affecting the diverse ethnic and socioeconomic population of Texas and the larger society including the global arena. The university seeks to provide a high-quality educational experience for students who, upon completion of bachelors, masters, or doctorate degrees, possess self-sufficiency and professional competence. The experience is imbued by the institution's values including, but not limited to, access and quality, accountability, diversity, leadership, relevance, and social responsibility.

WHY KLC

While our roots are centered in a mission to improve the civic health of communities in Kansas, we firmly believe good leadership has no borders. Whether it's within an organization, a company or a community, KLC provides leadership and engaging learning experiences to create cultures where everyone is equipped and empowered to exercise leadership in their sphere of influence. Our vision is to be the center of excellence for civic leadership, not just in Kansas, but anywhere better leadership is needed.

ABOUT the KANSAS LEADERSHIP CENTER

The [Kansas Leadership Center \(KLC\)](#) is a first-of-its-kind nonprofit educational organization with a civic mission, national reputation and global reach. Founded in 2007 to foster leadership for stronger, healthier and more prosperous communities, KLC has trained more than 20,000 individuals across nonprofit organizations, government agencies, educational institutions, businesses and communities. Over the past 17 years, KLC has built a strong and respected institution designed to deliver leadership development and culture change at an unparalleled scale. KLC is the go-to expert on building cultures that are healthy, productive and well-positioned to make measurable progress on daunting challenges and emergent opportunities. Organizations and businesses across the United States (44 states) and around the world (64 countries across 6 continents) look to KLC to provide resources, training and consultation to support their own aspirations for mission-driven leadership education.

KLC LEADERSHIP CURRICULUM

The [KLC curriculum](#) is accessible to people at all levels in organizations, businesses, and communities – and has proven effective for audiences on 6 continents – even as it disrupts existing models that equate leadership with positional authority. Recognizing that traditional definitions of leadership, which conflate *leadership* and *authority*, are insufficient to address complex 21st century challenges in civic, business or public spheres, KLC defines leadership as *mobilizing people to do tough, adaptive work*. KLC's leadership curriculum, which features 5 principles and 4 competencies, evolved from intense listening. It has been honed through our work with thousands of people – in Kansas and as far afield as Myanmar, Australia, Lithuania and sub-Saharan Africa – who use our curriculum and robust set of applications materials to mobilize positive change. KLC's curriculum builds on the Adaptive Leadership Framework pioneered at Harvard University's Kennedy School and integrates collaborative and process tools from the field of civic engagement and community development.

CUSTOM APPROACH: LEADERSHIP DEVELOPMENT

KLC will provide a multi-session leadership development experience for members of the PVAMU executive committee over the course of 12 months to achieve the following outcomes:

Elevate members of the executive committee from task-oriented thinking to strategic action-oriented approaches that requires leaders to develop the capacity to toggle between management and leadership.

Strengthen members of the executive committee capacity to lead change, reduce inefficient processes and policies, foster a culture of innovation and empowerment.

Strengthen members of the executive committee ability to recruit, develop, support and challenge employees to achieve university goals.

Content Descriptions

When Everyone Leads: Tough challenges are all around us appearing in our professional lives, in our communities and our families. They can seem unsolvable, unreachable and beyond our ability to grasp what needs to be done. We can work on these challenges for days, weeks or even years, and still not see progress. Often, we are stuck, and for progress to happen, we need to exercise leadership—not just leadership from the few, but from the many. The 5-hour When Everyone Leads program is designed to inspire a transformation in how people define and practice leadership and ignite the spark for collective leadership.

Case Presentation: KLC concepts will be taught within the context of a specific case (shared adaptive challenge) at PVAMU, developed by President LeGrande prior to the program with guidance from the KLC teacher. The case will anchor the conversations and provide participants live opportunities throughout the program to apply the KLC leadership framework to their case.

Leadership and Authority: Participants will explore the KLC leadership framework in the context of challenges they face in real life. During this session, participants will discuss the difference between technical problems and adaptive challenges, as well as the difference between leadership and authority.

Work Across Factions: Participants will learn how stakeholders form factions and how to identify these kinds of groups using a Faction Map. During this session, participants will explore the values, loyalties and losses of the factions connected to their challenge.

Generate Multiple & Systemic Interpretations: Participants will learn why it's important to distinguish between observations and interpretations and how to generate multiple and systemic interpretations that inform more strategic action. During this session, participants will practice their diagnostic skills by generating multiple and systemic interpretations about an adaptive challenge

Create a Trustworthy Process: Participants will learn the characteristics of a trustworthy process and utilize key strategies to build trust among stakeholders. During this session, participants will assess the level of trust among those engaged in a particular adaptive challenge.

Group Immunity to Change: In their book *Immunity to Change*, authors Robert Kegan and Lisa Lahey show how individual beliefs—along with the collective mindsets in organizations—combine to create a natural but powerful immunity to change. By revealing how this mechanism holds people back, Kegan and Lahey offer the keys to unlock an individual's and group's potential and finally move forward. By pinpointing and uprooting personal immunities to change, organizations can begin to move forward. KLC will guide participants in identifying improvement goals that have proven difficult to accomplish. This “mind-mapping” process explores competing values at work that block progress and introduces steps to uncover and test powerful assumptions operating at an unconscious level. Based on developmental cognitive science, this approach offers practical steps to overcome the forces of inertia and transform one's life and work.

Act Experimentally: Participants will be challenged to assess the barriers and risks of doing something differently as they continue exercising new skills. During this session, participants will learn the steps needed to intervene skillfully using an experimental mindset.

Based on the program outcomes, KLC proposes the following 12-month engagement; content descriptions are provided after the engagement timeline chart.

SESSIONS	DATES	CONTENT
Session 1 (1.5 days, in-person)	April 24, 2025 9am-5pm	· When Everyone Leads (full 5-hour program) · Case presentation
	April 25, 2025 9am-12pm	· Leadership and authority (application to case) · Work Across Factions (application to case)
Session 2 (3 hours, virtual)	June or July 2025	· Generate Multiple & Systemic Interpretations · Create a Trustworthy Process
Session 3 (3 hours, in-person)	September or October 2025	· Group Immunity to Change
*Coaching	October 2025- March 2026	· KLC Coach will provide 6, 1-hour executive coaching sessions to 7 members of the executive committee
Book Club	Between sessions 3 and 4	· Self-guided Your Leadership Edge book club with resources provided by KLC
Session 4 (3 hours, virtual)	January or February 2026	· Assess progress on strategic plan, this group's capacity to exercise both leadership and authority to make continued progress on it, and how to sustain momentum on the group's leadership learning and practice
Session 5 (1 day, in-person)	April 2026	· Additional leadership skill building (content will be selected in conjunction with President LeGrande) · Act Experimentally · Design workplans

SUMMARY OF DETAILS & DELIVERY	
<i>Location</i>	In-person sessions delivered onsite at PVAMU. Virtual sessions delivered online via Zoom.
<i>Size</i>	Up to 25 people.
<i>Date & Time</i>	To be determined by KLC and PVAMU.
<i>Registration</i>	Each participant will register online through KLC's registration system. KLC will be collecting basic contact information and demographic data for organizational evaluation efforts.
<i>Program Materials</i>	Participants will receive a When Everyone Leads book, a Your Leadership Edge book and handouts for each session.
<i>Program Support</i>	This program will utilize KLC's program staff and two KLC teachers.
<i>Snacks, Drinks, Meals</i>	PVAMU will provide drinks, snacks and lunch for full-day in-person programs.
<i>Facility Needs</i>	PVAMU will provide the KLC teacher access to training space for pre-program set-up, and ensure audio/visual equipment (computer, projector and sound system if necessary) is available. Small group locations are also helpful in the execution of this program.
<i>Program Evaluation</i>	KLC will instruct participants to fill out an evaluation survey to measure the program outcomes outlined above.
<i>*Coaching</i>	Coaching provides a safe place and trustworthy process for individuals to work through difficult situations and/or seize opportunity by applying leadership skills and knowledge in real time. KLC Coaches will provide 6, 1-hour coaching sessions to selected members of the executive committee.
<i>Prep Time</i>	Please note, once the agreement has been signed, KLC will need an estimated 60-day timeframe for program preparation.
<i>Investment</i>	Session 1: \$25,000 (in-person) Session 2: \$7,500 (virtual) Session 3: \$13,500 (in-person) Coaching: \$18,200 Session 4: \$7,500 (virtual) Session 5: \$22,500 (in-person) When Everyone Leads books: $\\$26.99 \times 25 = \textbf{\\$674.75}$ KLC Guidebooks: $\\$14.99 \times 25 = \textbf{\\$374.75}$ Your Leadership Edge books: $\\$24.99 \times 25 = \textbf{\\$624.75}$ TOTAL: \$95,874.25 KLC will provide a missional discount of \$28,000 in the spirit of providing leadership development training to an institute in higher education. REVISED TOTAL: \$67,874.25

EXHIBIT B – PAYMENT TERMS

INVESTMENT SUMMARY

Session 1: **\$25,000** (in-person)

Session 2: **\$7,500** (virtual)

Session 3: **\$13,500** (in-person)

Coaching: **\$18,200**

Session 4: **\$7,500** (virtual)

Session 5: **\$22,500** (in-person)

When Everyone Leads books: $\$26.99 \times 25 = \674.75

KLC Guidebooks: $\$14.99 \times 25 = \374.75

Your Leadership Edge books: $\$24.99 \times 25 = \624.75

TOTAL: \$95,874.25

KLC will provide a missional discount of \$28,000 in the spirit of providing leadership development training to an institute in higher education.

REVISED TOTAL: \$67,874.25

Once proposal has been approved by PVAMU, KLC will send out the final agreement for electronic signatures. Payment due according to payment schedule as agreed upon between KLC and PVAMU.

KLC WILL SUBMIT (TWO) INVOICES TO:

Prairie View A&M University

P.O. Box 519; MS 1311

Prairie View, TX 77446-0519

Attention: Accounts Payable

Or send via email to payables@pvamu.edu

PVAMU will compensate KLC as follows:

Payment #1: \$34,174.25 due by April 30, 2025

Payment #2: \$33,700.00 due by April 30, 2026

EXHIBIT C – INSURANCE

- A. KLC shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to PVAMU. By requiring such minimum insurance, PVAMU shall not be deemed or construed to have assessed the risk that may be applicable to KLC under this Agreement. KLC shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. KLC is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to PVAMU at least ten days before the effective date of the cancellation.

B. Worker's Compensation

- a. Worker's compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

- b. Workers' compensation policy must include under Item 3.A., on the information page of the workers' compensation policy, the state in which work is to be performed for PVAMU Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.
- c. *If this coverage is waived by System Risk Management, PROVIDER, his/her employees and subcontractors must sign a hold harmless and indemnification agreement.*

C. Automobile Liability

- a. Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;

D. Commercial General Liability

- a. Commercial general liability insurance with the following minimum limits of coverage:

b. Each Occurrence Limit	\$1,000,000
c. General Aggregate Limit	\$2,000,000
d. Products / Completed Operations	\$1,000,000
e. Personal / Advertising Injury	\$1,000,000
f. Damage to rented Premises	\$300,000
g. Medical Payments	\$5,000

- h. The required commercial general liability policy must be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

E. Umbrella Liability Insurance \$5,000,000

- F. KLC shall deliver to PVAMU evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by KLC under this Agreement. KLC shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- G. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and PVAMU as additional insureds up to the actual liability limits of the policies maintained by KLC. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- H. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and PVAMU
- I. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to PVAMU ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- J. Any deductible or self-insured retention must be declared to and approved by PVAMU prior to the performance of any services by KLC under this Agreement. KLC shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- K. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be forwarded to:
 - a. Prairie View A&M University
 - b. Contracts @pvamu.edu
 - c. P.O. Box 519, Mail Stop 1311
 - d. Prairie View, TX 77446
- L. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by PVAMU in writing.