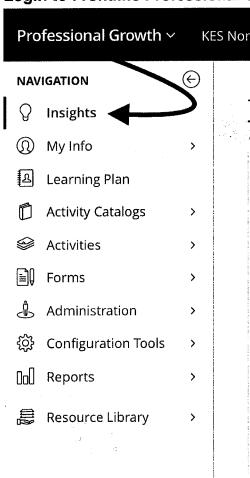


Action Required for ALL Certified Staff

 Wed, Feb 17, 2021 at 5:38 AM

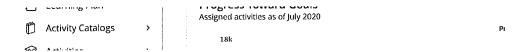
REQUIRED TRAINING ON TEACHING FOR EQUITY- DUE 3/26/21

Login to Frontline Professional Growth. Select "Insights".



On the right, click on "My Assignments".

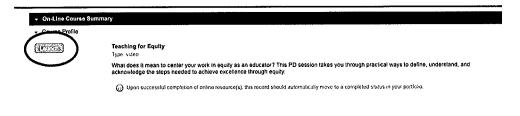




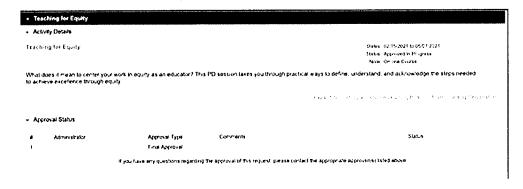
Locate "Teaching for Equity" in your upcoming PD list. Click on "Manage" located on the right.



Select "Launch".

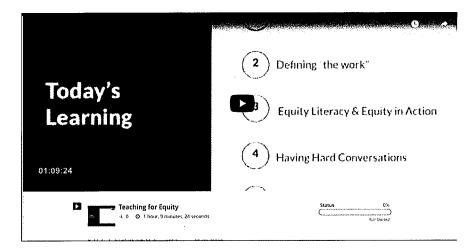


Select "Launch Activity".





The training will then appear.



The status bar does not work, but you can log in and out of Frontline and your progress is saved. Let me know if you have any issues.

Beth Albert

Executive Director of Staff Development and Student Achievement Elaine Fulton Hale Professional Development Center 207 E. Gray Norman, OK 73069

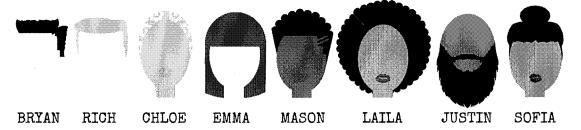
Phone: 405.366.5869



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FACTUALITY

A 90 MINUTE CRASH COURSE ON STRUCTURAL INEQUALITY IN AMERICA



Agreement

Parties

Known as "CONSULTANT" Natalie Gillard of FACTUALITY, LLC natalie@factualitythegame.com | 617.785.6018

and

Known as "CLIENT"

Stephanie Williams	of Norman Public Schools	
swilliams7@norman.k12.ok.us	405.366.5839	
This agreement has been entered into c FACTUALITY, LLC and Norman Public Scho		by Natalie Gillard of

Collectively, all of the above people and/or organizations/corporations/institutions entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement

FACTUALITY is a facilitated dialogue, crash course, and interactive experience, that simulates structural inequality, in America. The CLIENT wishes to hire the CONSULTANT to facilitate one 90 minute virtual session of FACTUALITY, for up to 100 participants, on 10/20/20

The CONSULTANT has agreed to provide such services according to the terms of this Agreement.

Terms of Agreement

Compensation

In consideration of the Services described, the CLIENT agrees to pay Natalie Gillard of FACTUALITY, LLC \$3000. Payment is due within the 30 days following the completion of the facilitation.

Intellectual Property

The CONSULTANT retains the ownership of their intellectual property and all existing work as well as work produced in connection with, or in the process of fulfilling this Agreement. No portion of the FACTUALITY facilitation shall be captured, recorded, reproduced, or replicated. The CONSULTANT will retain ownership of all components of the 90 minute facilitation.

Confidentiality

Parties will treat and hold all information of or relating to this Agreement, the Services provided and the Parties' businesses in strict confidence and will not use any of this information except in connection with fulfilling the terms of this Agreement.

Confidential information means information that is of value to its owner and is treated as proprietary or confidential including, but not limited to, intellectual property, inventions, trade secrets or information, knowledge, future business plans, strategies, and the terms and provisions of this Agreement.

Legitimate Circumstances/Conditions

The parties agree that "legitimate circumstances" are delays that are the result of a Force Majeure Event beyond the reasonable control of the party, such as a war, riot, government order, or an act of God (flood, hurricane, tornado, volcanic eruption) which prevents one or both parties from fulfilling their obligations under this contract. The parties agree that while a pandemic would normally fall within Force Majeure definitions, as the parties are currently within the COVID-19 pandemic and this event has intentionally been scheduled around COVID-19 limitations (such as occurring remotely), COVID-19 itself will not be deemed a "legitimate circumstance" for this agreement.

Relationship of the Parties

The CONSULTANT and any related sub-CONSULTANTs are not employees, partners or members of the CLIENT's company or organization. The CONSULTANT has the sole right to control and direct the means, manner and method by which the services in this Agreement are performed. The CONSULTANT has the right to hire assistants, subCONSULTANTs or employees to provide the CLIENT with its Services.

Limit of Liability

The CLIENT agrees that the maximum amount of damages they are entitled to in any claim of or relating to this Agreement or Services provided herein are not to exceed the CONSULTANT's total cost as set forth in this Agreement.

Indemnification

The CLIENT agrees to indemnify and hold harmless the CONSULTANT and its employees, agents and independent CONSULTANTs for any injury, property damage, liability, claim or other cause of action arising out of or related to Services provided herein.

Severability

If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable.

Termination

The CLIENT may terminate this agreement, without consequence, by providing written notice to FACTUALITY thirty (30) days prior to the facilitation date. CLIENTs who cancel facilitations less than (thirty) 30 days in advance are responsible for 50% of the contracted fee. CLIENTs who cancel facilitations less than (ten) 10 days in advance are responsible for 100% of the contracted fee.

Authority To Sign

Each party promises to the other party that it has the authority to enter into this agreement and to perform all of its obligations under this agreement.

We agree to the above terms and conditions:

Stephanie Williams	Stephanie Williams
CLIENT (Print Name)	CLIENT (Signature)
Natalie Gillard	Nataciesciland
FACTUALITY, LLC (Print Name)	FACTUALITY, LLC (Signature)

TRAINING PROGRAM CONTRACT

AGREEMENT ("Agreement") made this Tuesday 27 October 2020 between Anti-Defamation League ("ADL"), a not-for-profit corporation having its principal place of business at 605 Third Avenue, New York, NY, 10158 with an office at 5720 Lyndon B Johnson Freeway, Suite 590 Dallas TX 75240 and Norman ISD ("CLIENT"), located at 131 South Flood Avenue Norman OK 73069.

WHEREAS, CLIENT desires that ADL shall conduct the A WORLD OF DIFFERENCE® Institute Training Program;

WHEREAS, ADL desires to provide the required services to CLIENT; and

WHEREAS, the parties desire to establish the terms and conditions by which ADL will provide said services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

(1) ADL agrees to conduct a training program consisting of 2 training sessions. There must be a minimum of 100 and a maximum of 200 participants in each training session.

CLIENT agrees to notify ADL at least five (5) days in advance of the scheduled training program if CLIENT expects participation will fall below the minimum. In such event, ADL shall have the right to cancel or postpone the session until another date can be mutually agreed upon. In the event of such cancellation or postponement, the provisions of Paragraph 6 (c) of this Agreement shall prevail.

Training may be done virtually, at ADL's sole discretion, using commercially available video conferencing software. ADL shall be granted access to CLIENT'S Learning Management System (LMS) of choice, or a software platform capable of hosting a virtual classroom for the number of participants and length of time enumerated above. Access to the LMS or software platform shall be made available 30 minutes before and 30 minutes after the scheduled start and end times (respectively) of the training for testing, set up, troubleshooting etc. The training facilitators shall be granted permission as the "host" or "co-host" during the time of the trainings.

(2) The training session(s) will be held on

Classroom Training	November 11, 2020	9:00 AM - 12:00 PM	J No. I
Classroom Training	November 12, 2020	9:00 AM 12:00 PM 1:00 PM	=4:00 PM

(3) The cost for the complete training program described herein will be \$10000.00 CLIENT is to pay \$10000.00, as reflected in the accompanying invoice, with any remaining fees to be paid by ADL in connection with underwriting received by ADL.

ADL shall be paid for the services specified in Paragraph 1 of this Agreement within thirty (30) days of billing date, in the form of a check made payable to ADL (ANTI-DEFAMATION LEAGUE).

ADL shall submit to CLIENT complete bills for said services and expenses. ADL's Federal Tax I.D. number is 13-1818723.

(4) CLIENT will provide the necessary materials for the training program, including:

- (a) A large room with moveable seating and walls to hang chart paper and enough space for participants to move around during different activities.
- (b) Audio-visual equipment to support power point slide/video viewing is preferred but not required. If CLIENT is unable to provide such equipment, CLIENT is to notify ADL staff contact as soon as possible so that ADL may make alternative arrangements.
- (5) CLIENT agrees to provide adequate crowd control and adequate security including guaranteeing that a CLIENT staff member will be present at all times during the program. CLIENT agrees to obey all fire precautions as required by law or local ordinances.
- (6) (a) Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.
 - (b) ADL shall have the right to terminate this Agreement immediately, by written notice to CLIENT, for any of the following reasons:
 - (i) A breach by CLIENT of any material term or condition of this Agreement, including, but not limited to, the inability of CLIENT to provide in a timely fashion any of its obligations outlined in this Agreement;
 - (ii) CLIENT submits an application or petition for the appointment of a receiver, trustee or liquidator of all or a substantial amount of its assets;
 - (iii) CLIENT admits to or implies that it is unable to pay its debts as they become due;
 - (iv) There is entered an order, judgment or decree by any court of competent jurisdiction on the application of a creditor adjudicating a petition seeking reorganization of CLIENT's firm for all or a substantial part of its assets; or
 - (v) CLIENT has assigned this Agreement without first receiving ADL's prior written consent.
 - (c) If one or more sessions are cancelled within thirty (30) days of the contracted training program date, through no fault of ADL, CLIENT agrees to reimburse ADL for 50% of the contracted fee plus all expenses incurred to that date, including travel in connection with the cancelled sessions.
 - (d) Force Majeure. In no event shall any party have any claim or right against another party for any failure of performance by such other party if such failure of performance is caused by or is the result of causes beyond reasonable control of such other party (a "Force Majeure Event"), including but not limited to: an act of God, fire, flood, or other natural catastrophe; laws, orders, rules, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter of this Agreement or any civil or military authority; disease, epidemic, or pandemic; the condemnation or taking by eminent domain of any of a Partner's facilities; national emergency, insurrection, terrorism, riot or war.
- (7) The parties hereby agree to hold harmless, defend and indemnify each other, as well as each other's affiliates, directors, officers, employees, agents and representatives from and against all damages, expenses, causes of action, suits, claims, penalties, judgments, reasonable legal fees and/or liabilities by reason of any act or commission or omission directly or indirectly attributable to any of party's undertakings and obligations arising under this Agreement, any Intellectual Properly

created under this Agreement, and including any act by any party inconsistent with the status as separate parties with no employment, agency, or representative relationship. These indemnities shall survive the termination of this Agreement.

- (8) CLIENT agrees that all materials used in conjunction with the training program are proprietary to ADL, the exclusive property of ADL, and are to be used only to provide the authorized ADL training program and activities. As such, these materials may not be reproduced, revised, adapted, modified, sublicensed, translated, abbreviated, abridged, excerpted or in any way altered without the written consent of ADL.
- (9) Nothing in this Agreement shall be construed to place ADL and CLIENT in the relationship of a partnership or a joint venture, and neither ADL nor CLIENT shall have any power to oblige or bind the other party in any manner whatsoever.
- (10) On termination of this Agreement, regardless of how termination is affected, or whenever requested by ADL, CLIENT shall immediately return to ADL all copies of ADL's property, and cease using the ADL and/or A WORLD OF DIFFERENCE® Institute and/or No Place For Hate® and/or Words To ActionTM names.
- (11) (a) Any publicity or promotional materials, including, but not limited to, press releases and advertisements produced by CLIENT for or in conjunction with the training program, must be reviewed and approved in writing by ADL prior to publication.
 - (b) If CLIENT has a preexisting photo and/or media release in place for students and school staff, CLIENT hereby agrees that said waiver is deemed to cover all events on school grounds, including all programs involving ADL. Thus, ADL is hereby granted permission to take and use photographs solely for ADL purposes without additional permission from CLIENT.
- (12) This Agreement contains the entire understanding between the parties and supersedes any prior written agreement between the parties. No amendment or modification of this Agreement shall be valid, unless made in writing and signed by both parties.
 In the event of any inconsistency between the provisions of this Agreement and the provisions of any exhibits or other agreements between the parties relating to the services provided for in this Agreement, the provisions of this Agreement shall prevail.

(13) This Agreement shall be construed in accordance with, be governed by and subject to the invisition of the laws and courts of the State of NY.

E.K.

(14) Any notice or document required hereunder shall be delivered in writing. Any notice of termination of this Agreement shall be sent by certified mail, return receipt requested, or delivered personally to the parties at the addresses set forth above. Any notice delivered via email to the parties set forth above shall satisfy the written notice requirement and shall be deemed received when the email appears in the recipient's email inbox, according to the timestamp of the email server. A copy of any notice or document sent to ADL shall be sent to the attention of Kiesha Edge, Director of Operations, Education Division at kedge@adl.org and a copy of any such notice or document shall be sent to Sherasa Thomas, Education Director at sherasathomas@adl.org.

Any notice or document sent to CLIENT shall be sent to Stephanie Williams. Any notice or document sent by mail shall be deemed received five (5) business days after mailing. Any notice or document personally delivered shall be deemed received when delivered. Any notice delivered via

email to the parties set forth above shall satisfy the written notice requirement and shall be deemed received when the email appears in the recipient's email inbox, according to the timestamp of the email server.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Norman ISD		ANTI-DEFAMATION LI	EAGUE (ADL)
	amelles		Sherasa M. Thomas
BY:		BY:	
PRINT NAME:	tephanie. Williams	PRINT NAME:	Sherasa Thomas
TITLE:	recutive pirentor DEI	TITLE;	Education Director
CLIENT TAX IDE	NTIFICATION NUMBER:	73-6021052	

Apply



- Summary of Fees* -

Foundations of DEI & Unconscious Bias in the Workplace For up to 30 attendees	\$5,500	
Online Course- Unconscious Bias in the Workplace 65 annual licenses	\$4,250	
Total	\$9,750	

*50% due upon signing. 50% due upon completion of workshop(s)

This Letter expires on April 13, 2021



- Facilitation Agreement -

This Facilitation Agreement (the "Agreement"), dated as of the last signature on the Signature Page by and between She Geeks Out, LLC, a Massachusetts limited liability company having its principal office at 50 Milk Street, 15th Floor, Boston, MA 02109 (the "Company"), and Norman Public Schools a Oklahoma Public School , with a place of business as listed on the signature page hereto (the "Client" and, together, the "Parties").

- 1. <u>Engagement</u>. The Client hereby agrees to engage Company to perform the services described in "Client's DEI Program" hereto (the "Services"), and Company hereby accepts such engagement.
- 2. <u>Term</u>. The engagement of the Client by the Company as provided in Section 1 shall continue until the last date(s) specified in "Client's DEI Program" related to Services (including any extension, the "Term"), unless further extended by mutual written agreement, or earlier terminated as hereinafter provided.

3. Compensation and Expenses.

- 1. <u>Compensation</u>. Company shall receive compensation for Services as specified under Summary of Fees. Payment due in thirty (30) days from invoice date(s).
- 2. <u>Expenses</u>. The Client shall reimburse the Company for all reasonable, pre-approved out-of-pocket expenses incurred by Company in connection with the business of the Client and in performance of Client's duties under this Agreement.
- 4. <u>Content Ownership.</u> All Content (defined below) is and will remain the Company's property. "Content" means all materials, documentation, data and other intellectual property provided or used by Company in connection with the performance of the Services; provided, that Content does not include any materials, documentation or other intellectual property that Client has developed independent of Company's Content.
- 5. <u>Termination</u>. Each party may, without prejudice to any right or remedy it may have hereunder, terminate this Agreement upon thirty (30) days' prior written notice to the other party, provided that Sections 9, 10, 12, 13, 14 shall survive the termination of this Agreement. In the event of such termination, the Company shall be entitled to payment in accordance with the terms of this Agreement for Services performed and expenses paid or incurred prior to the effective date of termination.
- 6. <u>Independent Contractor Status.</u> The Company shall perform all services under this Agreement as an "independent contractor" and not as an employee or agent of the Client. The Client and the Company are independent of one another. Neither party is authorized to incur any charge, or assume, create or modify any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party or to bind the other party in any manner.
- 7. <u>Limits of Liability.</u> No party to this Agreement shall have any liability under any provision of this Agreement for any incidental, consequential, punitive, multiple or other special damages. In no event shall Company's aggregate liability to Client under this Agreement exceed the total of all fees actually paid by Client to Company under this Agreement.
- 8. <u>Insurance</u>. Throughout the Term, each party shall maintain, at its sole cost and expense, types and amounts of insurance coverage sufficient to cover all liabilities both foreseen and unforeseen arising from the Services. In the event either party receives notice of cancellation, nonrenewal or reduction, the such party shall, prior to the effectiveness of such cancellation, secure replacement insurance policies that meet the requirements of this Section 8. The other party shall not do anything to



invalidate such insurance. This Section 8 shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

- 9. <u>Indemnification</u>. Client shall indemnify, defend and hold harmless Company and each of their respective members, managers, officers, employees, agents, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, resulting from any claim, suit, action or proceeding arising out of or related to (a) the Services, (b) any Client Materials, or (c) the Client's breach of any representation, warranty, covenant or obligation of Company under this Agreement.
- 10. Non-Disclosure. The Parties undertake at all times both during and subsequent to the Term of this Agreement not to disclose, except solely to the extent that such disclosure is authorized in writing by the other Party, and not to use, except for the purposes of this Agreement, all information which is of a confidential nature and of value to the other Party, including without limitation the other Party's secret designs, branding processes, business methods and lists, and particulars of clientele or other commercial information whether or not that information is contained in documents marked as confidential. Upon termination of the Term, each Party will return all documents in their possession or control which contain records of such information to the other Party. The Parties hereby agree not to disclose to any third party the terms of this Agreement, including, but not limited to, the financial terms of this Agreement without the consent of the other Party, except if required by law.
- 11. <u>Warranties</u>. Company shall perform the obligations described herein in a good and workmanlike manner with due diligence and in full compliance with the terms and conditions of this Agreement and all mutually agreed to specifications, statements of work, and acceptance criteria.
- 12. <u>Governing Law; Venue</u>. This Agreement shall be governed by the laws of The State of Oklahoma, without regard to its conflict of law principles. The parties hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of The State of Oklahoma and to the jurisdiction of the United States District Court for the District of Cleveland County.
- 13. <u>Severability</u>. If any provision of this Agreement shall be adjudged by a court to be void and unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability thereof.
- 14. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



- Signature Page -

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

She Geeks Out, LLC	Norman Public Schools	
X/	x/Stephanie Williams 	
Print Name: Rachel Murray	Print Name: Stephanie Williams	
Title:	Title:Executive Director DEI	
Address: 50 Milk Street, 15th floor,	Address:	
Boston, MA 02109	Norman, OK 73069	

Introduction to Ethnic Studies Elective Course

In Norman Public Schools we believe it is important to teach our students how to:

- > Be global citizens
- > Engage in civil discourse
- > Value their own cultural identity
- > Appreciate the differences around them
- > Understand worlds different from their own
- In 2016, a <u>Stanford University study</u> found that taking an ethnic-studies course led to better grades, especially in math and science, and also increased attendance among high school students at risk of dropping out.
- The reasons for ethnic-studies courses aren't just academic. The courses also promote social-emotional learning, and help students and communities to recognize and celebrate their diversity.
- Course Description: Introduction to Ethnic Studies is a broad interdisciplinary course
 designed to give high school students an introduction that uses a comparative and
 historical perspective to examine the languages, values, and voices of diverse groups
 within the United States. The course also provides a compelling way to help students
 explore and examine concepts related to the different aspects of their own personal
 identity.
- Introduction to Ethnic Studies would be an elective option for students in grades 10th through 12th offered in the 2021-2022 school year.