

August 12, 2021

Via email: [asra.nomani@defendinged.org](mailto:asra.nomani@defendinged.org)

Ms. Nomani,

Thank you for writing to Naperville Community Unit School District 203 with your request for information pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

On July 29, 2021, you requested the following information:

Under state and federal public records laws, I am requesting the following information:

- All contracts, purchase orders and agreements that Naperville Community Unit School District 203 has had with businesses, consultants, public speakers or external organizations on diversity, equity, inclusion and anti-racism, 2011-2021.
- Including but not limited to contracts, purchase orders and agreements the school district has had with LiberatED LLC and Corwin.

Your request has been granted. Attached please information that pertains to your inquiry from Jayne Willard, Assistant Superintendent for Learning Services and Rakeda Leaks, Executive Director for Diversity and Inclusion. If you have any questions regarding your request, please contact Mrs. Willard at [jwillard@naperville203.org](mailto:jwillard@naperville203.org) or Dr. Leaks at [rleaks@naperville203.org](mailto:rleaks@naperville203.org).

Sincerely,

Susan S. Patton  
FOIA Officer  
630/420-6311

CC: Jayne Willard  
Rakeda Leaks

**VIA EMAIL TO: [asra.nomani@defendinged.org](mailto:asra.nomani@defendinged.org)**

August 5, 2021

Asra Q. Nomani

**RE: FOIA Request Dated July 27, 2021**

Dear Asra:

As FOIA Officer for Naperville Community Unit School District 203, I write in reference to your request for records under the *Freedom of Information Act* that we received on July 27, 2021. We are currently working to compile the documents responsive to your request. As provided in the *Freedom of Information Act*, the District requires an extension of time to respond to the request for the following reasons:

- the request requires the collection of a substantial number of specified records and,
- the requested records require examination and evaluation by personnel having the necessary competence and discretion to determine if they are exempt from disclosure under Section 7 of this Act or should be revealed only with appropriate deletions

As a result, pursuant to 5 ILCS 140/3, the School District requires an additional 5 business days to formulate its response. We will respond to your request on or before August 12, 2021.

Should have any questions, please feel free to contact me at 630-420-6311.

Sincerely,

Susan Patton  
FOIA Officer  
630/420/6311

**CAUTION:** This e-mail originated outside of Naperville 203. **DO NOT** click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

Dear Susan,

I'm a former *Wall Street Journal* reporter and now vice president of strategy and investigations at Parents Defending Education, a nonprofit based in Arlington, Va. I previously received documents from you related to a contract with LiberatED LLC.

Under state and federal public records laws, I am requesting the following information:

- All contracts, purchase orders and agreements that Naperville Community Unit School District 203 has had with businesses, consultants, public speakers or external organizations on diversity, equity, inclusion and anti-racism, 2011-2021.
- Including but not limited to contracts, purchase orders and agreements the school district has had with LiberatED LLC and Corwin.

Parents Defending Education is a nonprofit organization and will not use the requested records for private commercial interests. I request a fee waiver because this information will be used to educate the public. To minimize the burden of production, I can accept records electronically. If there are any fees for searching or copying these records, please inform me if the cost will exceed \$20.

If you have any questions, please contact me.

Best,

(Ms.) Asra Nomani

Naperville Community Unit School District 203  
Susan Patton  
Chief FOIA Officer  
Administrative Assistant to the Superintendent/Board of Education  
Naperville Community Unit School District 203  
203 West Hillside Road  
Naperville, IL 60540  
630.420.6311  
[spatton@naperville203.org](mailto:spatton@naperville203.org)

Sinikka Mondini  
Executive Director of Communications  
Naperville School District 203  
630-420-6412 (office)  
630-453-8595 (cell)

## Susan Patton

**From:** Rakeda Leaks  
**Sent:** Thursday, August 12, 2021 9:51 AM  
**To:** Susan Patton  
**Subject:** RE: FOIA docs  
**Attachments:** IL Naperville CUSD Client Contract 9.9.19 TRA PMC WAD signed.pdf

The first Corwin contract (19-20) is attached. Feel free to use the chart below if you feel it would be helpful.

Rakeda

### Diversity Equity & Inclusion: Speaker & Consultant Contract/Agreements

School Year	Event or Service	Vendor and/or Facilitator	Cost/ Fees	Audience/ Participants & Notes
18-19	Creative Dance Performance	Artists for Literacy/ Andrea Wukitsch	\$100	Multicultural Community Event
19-20	Speaking Engagement	Schuyler Bailar	\$500	Opt-in Optional In-person Event at each high school and an Open In-Person Community Event
19-20	Deep Equity training	Corwin	\$64,560.95	Internal workshops for staff who serve on their respective school/dept equity teams. Cost also includes the electronic PD resource library and workshop materials
19-21 and 21-22	Professional Learning & Consultations	Midwest & Plains Equity Assistance Center	No consultant fees (federally funded)	Internal workshops: Learning Services and Diversity & Inclusion teams
20-21	You Are Infinitely POWERful Workshop	<del>Persimmon Foundation</del> Scholastic/ Nic Stone	\$5,000	Open Virtual Community Event - focused on 8-12th grade students
20-21	Supporting Immigrant and Undocumented Students and Families Session	Catholic Charities of Joliet	\$0	Optional Virtual Evening Event for Staff
20-21	Immigrant and Undocumented Persons Rights and Resources Session	Catholic Charities of Joliet	\$0	Open Virtual Community Event
20-21	Bystander Intervention Training	Asian Americans Advancing Justice	\$500	Open Virtual Community Event
20-21	Workshop: Culturally Responsive Text	Scholastic/ Dr. Gholdy Muhammad	\$2,875	Optional Virtual Evening Event for Staff

	Selection and Lesson Planning			
20-21	Deep Equity training	Corwin	\$48,000	Internal workshops for staff who serve on their respective school/dept equity teams
21-22	Session: Gender Equity 101 & 102	Laurie's Children's Hospital	\$1,950	Staff training at one specific Naperville 203 school

**From:** Rakeda Leaks  
**Sent:** Tuesday, August 10, 2021 11:35 AM  
**To:** Susan Patton <[spatton@naperville203.org](mailto:spatton@naperville203.org)>  
**Subject:** RE: FOIA docs

[Here is one more.](#)

**From:** Rakeda Leaks  
**Sent:** Tuesday, August 10, 2021 11:33 AM  
**To:** Susan Patton <[spatton@naperville203.org](mailto:spatton@naperville203.org)>  
**Subject:** FOIA docs

Clarification of a couple of agreements/invoices.

- Naperville 203 only made one honorarium payment totaling \$500 to Schuyler Bailar.
- The Gender and Sexuality professional learning workshop presented by Laurie's Children's Hospital professionals is for <sup>1</sup> \_\_\_\_\_ ary staff only *NOT students* to support the social-emotional well-being of gender expansive and transgender students in the school and classroom environments.

Rakeda

Rakeda A. Leaks, Ed.D. (pronouns: she/her/hers)  
 Executive Director of Diversity & Inclusion  
 o. 630.328.5800 | c. 630.200.0054 | [rleaks@naperville203.org](mailto:rleaks@naperville203.org)  
 Twitter: [@EquityIn203](https://twitter.com/EquityIn203)

Naperville School District 203  
**Diversity**  **Inclusion**



**AGREEMENT FOR CONSULTING SERVICES**  
**C-130619163318683**

This Agreement for Consulting Services ("Agreement") is entered into this 17<sup>th</sup> day of June, 2019 (the "Effective Date"), by and between **Corwin Press, Inc.**, a SAGE Publications, Inc. company, with offices at 2455 Teller Road, Thousand Oaks, California 91320 ("Corwin") and Naperville CUSD, with offices at **203 W Hillside Road, Naperville, IL 60540** ("Customer").

1. **Services.** Customer desires to contract with Corwin for the furnishing of services related to the Customer's professional learning needs (the "Services"); and Corwin desires to provide such Services to the Customer as further described in the Investment and Timeline attached hereto as **Exhibit A**. For dates not scheduled at time of contract, Corwin will establish and agree on final dates with Customer which will be subject to speaker availability. Confirmation of such final dates will be communicated by email to Customer. Customer may request to reschedule the date of a speaking event and if approved by Corwin, Customer will reimburse Corwin for any additional costs or expenses incurred by Corwin and/or the speaker of such event.
2. **Term and Termination.** The term of this Agreement will commence on September 16, 2019 and will remain in effect for one year or until Corwin has completed the Services described in Exhibit A. Either party may terminate this Agreement without cause upon sixty (60) calendar days' advance written notice. In the event of termination by Customer, Corwin will be paid: (a) any fees then due as set forth in Exhibit A; and (b) any expenses incurred as of the effective date of termination including, without limitation, speakers' fees and costs, Corwin's non-refundable travel costs, and non-refundable venue deposits (collectively, "Corwin Expenses"). However, in the event of termination by Customer within thirty (30) calendar days of a scheduled event date, Corwin will be paid thirty percent (30%) of all amounts set forth in Exhibit A and Corwin will be reimbursed for all Corwin Expenses. Said amounts and expenses will be paid by Customer to Corwin within ten (10) days of the termination date.
3. **Compensation.** Corwin will be paid at the rates outlined in Exhibit A. Customer will pay Corwin all amount due hereunder within thirty (60) days of receipt of invoice.
4. **Warranties.** Corwin represents and warrants (i) that it will perform the Services using qualified personnel and in accordance with applicable industry standards; and (ii) that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local or other governmental unit which has jurisdiction in such circumstance.
5. **Indemnification.** Each party will indemnify, defend and hold harmless the other party, its affiliates, and their officers, directors, employees and agents from and against all obligations of any nature whatsoever (including all reasonable attorneys' fees) resulting from a party's failure to perform in accordance with any of the terms of this Agreement.
6. **Force Majeure.** Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by Corwin is prevented due to acts of God or any other cause beyond its reasonable control (including the unavailability of a speaker for an event), Corwin shall not be responsible to the Customer for failure or delay in performance of its obligations under this Agreement. Moreover, in the event a speaker becomes unavailable to attend a speaking event, Corwin may, at its sole discretion, substitute the speaker and/or reschedule the speaking event.
7. **Notices.** All notices required or permitted hereunder will be in writing and will be sent by registered or certified mail, return receipt requested, to the party to whom such notice is directed, at its address as set forth above, or to such other address as such party will have designated by notice hereunder. Notices will be deemed given on the date received.
8. **Ownership/Rights.** Corwin will own or hold the necessary rights to any materials or other work product created, developed or distributed by Corwin (or the assigned speakers) under this Agreement including, without limitation, any event handouts or materials (collectively, "Materials"). No rights to any of the Materials shall be conveyed to Customer; provided, however, that Customer shall be permitted to use the Materials solely in connection with the speaking event provided by Corwin hereunder. Moreover, in no event shall Customer be permitted to: (a) alter, reproduce, distribute or otherwise use any Materials provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever; or (b) photograph, audio tape, video tape, or otherwise record or broadcast an event, presentation or any of the Services provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever.
9. **Subcontracting.** Corwin may engage subcontractors to perform the Services including, without limitation, speakers to deliver presentations at a speaking event in conjunction with district 203's designated representative's prior approval or consent.
10. **Additional Services.** Customer agrees that any interest for additional Services relating to Customer's professional learning needs will be directed to and contracted with Corwin. For the avoidance of doubt, such Customer interest will not be directed to any Corwin speaker, trainer, or consultant.
11. **Confidentiality.** Customer agrees that, except with the prior written consent of an authorized representative of Corwin, it may only disclose the terms of this Agreement to a third party who shall agree to maintain said terms as confidential and who has a legitimate business purpose to receive such information. In the event Customer or any of its authorized representatives or agents are required by law or compelled by legal process to disclose the terms of this Agreement to any other third party, it shall provide Corwin with prompt written notice of such requirement prior to the actual disclosure so that Corwin may seek an appropriate protective order.
12. **Miscellaneous.** This Agreement constitutes the entire agreement between Corwin and Customer, and supersedes all prior agreements, representations and understandings of the parties whether written or oral. No amendment, supplement, or modification of this Agreement will be effective unless executed in writing by both Corwin and Customer. In the event of a conflict between a term of this Agreement and a term of Exhibit A, the term of this Agreement will control. Additionally, in the event of a conflict between a



term of this Agreement and any ancillary Customer document, form or agreement (even if executed by the parties subsequent to the execution of this Agreement), the term of this Agreement will control. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if any invalid or unenforceable provision were omitted. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in Ventura County, California and administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules. This Agreement may be executed in counterparts, each of which will be deemed the original, all of which together will constitute one and the same instrument. A faxed copy or other electronic copy will be deemed as an original.

Accepted and agreed to by:

Custo

Corwin

Dan Bridges  
Superintendent of Schools

Dave West  
Vice President, Sales

Date: 6/24/2019

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

Exhibit A: See attached Investment and Timeline

**Exhibit A**

C-130619163318683

June 18, 2019

**Investment and Timeline**  
**IL, Naperville 203-Leaks-DE**

Currency: US Dollar

Resources	Author	Unit Price	Quantity	Discount	Resources Price	Total Price
<b>Equity Leadership for Administrators Workshop</b>						<b>\$5,500.00</b>
9/9/2019: <u>Trudy Arriaga</u> - \$5,500.00						
<b>School Leadership Team Training: Day 1</b>						<b>\$5,500.00</b>
11/25/2019: <u>Willie Adams</u> - \$5,500.00						
<b>School Leadership Team Training: Day 1</b>						<b>\$24,376.00</b>
11/25/2019: <u>Patricia McDonald</u> - \$5,500.00						
Deep Equity PD Resource Center: We Can't Lead Where We Won't Go	Howard	\$599.00	24.00		\$14,376.00	
The Deep Equity Process	Howard	\$25.00	180.00		\$4,500.00	
<b>School Leadership Team Training: Day 2</b>						<b>\$4,500.00</b>
11/26/2019: <u>Willie Adams</u> - \$4,500.00						
<b>School Leadership Team Training: Day 2</b>						<b>\$4,500.00</b>
11/26/2019: <u>Patricia McDonald</u> - \$4,500.00						
<b>School Leadership Team Training: Day 3</b>						<b>\$5,500.00</b>
4/6/2020: <u>Willie Adams</u> - \$5,500.00						

<b>School Leadership Team Training: Day 3</b> 4/6/2020: <u>Patricia McDonald</u> - \$5,500.00	<b>\$5,500.00</b>
<b>School Leadership Team Training: Day 4</b> 4/7/2020: <u>Willie Adams</u> - \$4,500.00	<b>\$4,500.00</b>
<b>School Leadership Team Training: Day 4</b> 4/7/2020: <u>Patricia McDonald</u> - \$4,500.00	<b>\$4,500.00</b>
<b>Estimated Shipping</b>	<b>\$184.95</b>
<b>TOTAL</b>	<b>\$64,560.95</b>

- *Pricing for Consulting Service Days are inclusive of all travel expenses.*
- *Investment above includes an estimate of Shipping Fees for books and resources and may vary based on rates that are applied at the time the order is shipped. A separate PO for books and resources will be requested and are required without a signed contract. Resources and books will be invoiced separately from professional development services. Books and resources will be shipped approximately 30 days prior to engagement; please notify Corwin with specific delivery requests. Expedited shipping will apply should the client request it.*
- *Copying and distribution of any handouts is the Client's responsibility.*
- *Consultant will hold above date(s) on his/her calendar for 30 days, at which time he/she may need to release the hold for another Client. Corwin recommends moving to contract within 30 days, if possible, so as to secure this date on his/her calendar.*
- *All payments indicated above are exclusive of all federal, state, local and foreign taxes, levies and assessments. The Client will be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority, and taxes will be included at the time of invoice; tax exempt form should be included with PO and signed contract, if applicable.*
- *This proposal for services is intended to be a working document and is subject to change based on client needs.*



## Susan Patton

**From:** Rakeda Leaks  
**Sent:** Monday, July 20, 2020 8:52 AM  
**To:** Bohorquez, Laura  
**Cc:** America Villalobos; Marion Friebus-Flaman  
**Subject:** Naperville 203: Immigrant and Undocumented Persons Sessions - Dates

Hello Laura –

Naperville 203 has identified the following dates/times and session topics. All dates are finalized *except* the tentative in-person session that might be held on Sat. Oct 10<sup>th</sup>. We will not advertise the in-person session until we are certain that it is safe the host it.

Please let me know if these dates/times work for you.

We will reconnect with you in mid-August to check-in.

Best regards,

Dr. Leaks

Rakeda A. Leaks, Ed.D. (pronouns: she/her/hers)  
Executive Director of Diversity & Inclusion  
o. 630.328.5800 | c. 630.200.0054 | [rleaks@naperville203.org](mailto:rleaks@naperville203.org)  
Twitter: [@EquityIn203](https://twitter.com/EquityIn203)

Naperville School District 203  
**Diversity & Inclusion**



Naperville 203 Diversity & Inclusion Events			
Month	Date	Time/ Duration	Event
September	Thurs. 09/10 and Thurs. 09/24	6:30PM to 8PM	Virtual Informational Overview: Supporting Immigrant and Undocumented Students and Families
	Thurs. 09/17	6:30PM to 8PM	Virtual Informational Overview: Immigrant and Undocumented Persons Rights and Resources
October	Thurs. 10/01	6:30PM to 8PM	Virtual Informational Overview: Immigrant and Undocumented Persons Rights and Resources
	Sat. 10/10	11AM to 12:30PM	<b>TENTATIVE</b> In-Person Informational Overview: Immigrant and Undocumented Persons Rights and Resources – Pt 2
	Thurs. 10/15	6:30PM to 8PM	Virtual Forum: Immigrant and Undocumented Persons Rights and Resources – Pt 2
	Thurs. 10/22	6:30PM to 8PM	Virtual Forum: Immigrant and Undocumented Persons Rights and Resources – Pt 2



**Ann & Robert H. Lurie Children's**  
**Hospital of Chicago**  
**Division of Adolescent Medicine**

## INVOICE

Date: June 11, 2021  
 Invoice # 279

**FROM:**  
 Ann & Robert H. Lurie Children's

**TO:**

1440 N Dayton St  
 4th floor  
 Chicago, IL 60642  
 636-293-3721  
 Fax 773-754-7618  
[fknocke@luriechildrens.org](mailto:fknocke@luriechildrens.org)






**Vender # 40737**

STAFF MEMBER	JOB	PAYMENT TERMS	DUE DATE
(Lurie Children's)	Gender & Sexuality Education Workshops	Due on receipt of services	Due on receipt of services
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Gender Equity 101	\$850.00	\$850.00
1	Gender Equity 102	\$850.00	\$850.00
		<b>SUBTOTAL</b>	\$1,950.00
		<b>SALES TAX</b>	0
		<b>TOTAL</b>	\$1,950.00

Make all checks payable to [Ann & Robert H. Lurie Children's Hospital of Chicago attn.: Adolescent Medicine]

**Thank you for your support!**



# Speaking Agreement

**Date Agreed to:** September 7, 2019  
**Sponsoring Organization:** Naperville Community Unit School District 203  
**Primary Contact Person:** Rakeda Leaks  
**Primary Contact Title:** Executive Director of Diversity & Inclusion  
**Event Title:** Schuyler Bailar  
**Event Location:** 440 Aurora Ave, Naperville, IL 60540  
**City / State:** Naperville IL 60540  
**Event Date:** September 19, 2019  
**Total of Audiences:** 300  
**Honorarium:** \$500.00

**EVENT DAY CONTACT**  
**Name** Rakeda Leaks  
**Title** Exec. Dir. Diversity & Inclusion  
**Email** rleaks@naperville203.org  
**Office phone** 630-328-5800  
**Cell phone** 630-200-0054

AGENDA	WHEN	WHAT	WHERE	#	WHO
9/19/2019	6:30 PM	<b>ARRIVAL &amp; PREP</b>	Main Office		Rakeda Leaks
	07:00 PM to 08:30 PM	Parent/Community Event	Auditorium	750	Community / Public
9/20/2019	08:30 AM to 09:35 AM	School assembly	auditorium	750	Students, Staff, Teachers
	09:40 AM to 10:30 AM	Extended Q&A	Classroom TBD	50	Students, Staff, Teachers
	01:00 PM	<b>END OF VISIT</b>			

## Expenses

Travel/Expenses	Inclusive		
Prepaid expenses	0		
Per diem food expense	0	45	\$
<b>Total pre-paid expenses</b>			<u>\$0</u>

## Terms:

A deposit of fifty percent (50%) is required to hold the date.  
The balance is due 2 weeks prior to the Event.

All payments should be made out to: **Schuyler Bailar**

## Cancellation Policy:

If the event is cancelled by the Sponsoring Organization, Schuyler will make every reasonable effort to accommodate a new engagement to which any deposit may be applied within one year of the cancelled event date.

## Presentation Material:

An electronic set of Schuyler's presentation, speaker introduction, bio and press photos may be shared with the event coordinator prior to the event. These materials may be distributed to participants only and remain the intellectual property of Schuyler Bailar.

## Recording:

The Sponsoring Organization may record Schuyler's session for limited **internal** use for the intended audience agreed to herein. A copy of all recordings shall be sent to Schuyler at the email below within one week of the event date. The Sponsoring Organization grants Schuyler the right to use these in perpetuity.

**NOTE:** To protect the privacy of attendees, Schuyler does not permit the recording of small groups or any Q&A sessions unless specifically authorized.



## Logistics

### Equipment:

#### **PLEASE LET US KNOW IF THESE CANNOT BE PROVIDED**

For groups larger than 20 please provide:

- PC with preloaded presentation and slide-advance remote control
- High-res projector (1920x1080 or higher)
- High contrast projection screen
- Wireless Microphone (Lavalier preferred)

### Audience considerations:

For groups larger than 50, an auditorium setting with audience access is preferred.

For groups smaller than 20, boardroom or conference table seating is preferred with first-name nametags or tentcards.

Please provide notecards and pencils for questions during Q&A.

## Promotional Information

- Organizations are permitted to promote their events for the intended audience as specified in this agreement. Permission is NOT granted for promotions beyond these stated audiences
- Schuyler's Tour Flyer, 100-word Bio, Short Bio and Introduction may be used in whole or part in promotional materials. All materials are the property of Schuyler Bailar, LLC
- Schuyler's presentation materials are NOT for public distribution.
- Schuyler is the first transgender NCAA D1 men's athlete. He is also the first trans athlete to compete for Harvard University and the Ivy League. He is also the first trans athlete to compete in a USA Swimming qualifying competition.
- Schuyler attended Georgetown Day School, Class of 2014 and Harvard University, Class of 2019

### Sample promo blurbs:

The first transgender athlete to compete in any sport on a Division I NCAA men's team  
The first transgender NCAA D1 men's athlete

### Agreement:

The terms of this agreement are agreed to and accepted by the organization and its representative as indicated below. Events are for the stated purpose, date and audience as agreed. Any re-broadcast or expansion of the invited or included audience or distribution of recordings, photos or transcripts is prohibited unless specifically agreed to herein.

Agreed to by:

Signature/Date:

Printed name/title:

Organization:

Agreed to by:

**schuyler bailar**

September 7, 2019

Please sign, scan and email to [info@pinkmantaray.com](mailto:info@pinkmantaray.com) as confirmation.



# Invoice

20190919. 1

September 19, 2019

**FULL PAYMENT DUE AT EVENT**

<b>Rakeda Leaks</b>	<b>Event</b> Schuyler Bailar
<b>Executive Director of Diversity &amp; I</b>	<b>Event Date</b> September 19, 2019
<b>Naperville Community Unit School District 203</b>	<b>Event Location</b> 440 Aurora Ave, Naperville, IL 60540 Naperville IL 60540

Presentation and meetings per Speaking Agreement	\$ 500.00
Prepaid Expenses #	<u>\$0.00</u>
TOTAL	\$ 500.00
Final Balance Due: September 7, 2019	\$ 500.00

**Make checks payable to:**

Schuyler Bailar  
700 New Hampshire Ave NW  
Unit 1105  
Washington, DC 20037-2407

Invoice #: 20190919. 1

**Billing questions**  
703-403-1448

**THANK YOU FOR YOUR ADVOCACY!**



# Join us for a special virtual event with Dr. Gholdy Muhammad!

## Culturally Responsive Text Selection and Lesson Planning across Content Areas

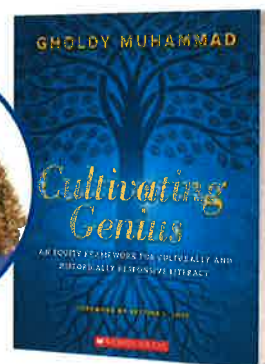
In this interactive virtual workshop, **Dr. Muhammad** will blend history, theory, and practical strategies for understanding and implementing culturally responsive educational practices with students.

📅 Thursday, November 12

🕒 6:30PM–8:30PM

[Register here](#)

This virtual workshop is exclusively for Naperville 203 and Indian Prairie 204 educators across grade levels and content areas.



In her book *Cultivating Genius*, **Dr. Muhammad** presents a four-layered equity framework that is grounded in history and restores excellence in literacy education. Dr. Muhammad's Historically Responsive Literacy Framework is essential for all students, especially youth of color who traditionally have been marginalized by learning standards, school policies, and classroom practices.



**BILL TO:**

Naperville SD 203 & Indian Prairie SD 204  
 Rakeda Leaks  
 RLeaks@Naperville203.org  
 America Villalobos  
 AVillalobos@Naperville203.org

**DATE** 9/27/2020**2020 Quote****Mail or fax PO to: Scholastic Inc.**

P.O. Box 7502  
 Jefferson City, MO 65102  
 FAX: 800-560-6815

email: [educationorders@scholastic.com](mailto:educationorders@scholastic.com)**PO#** 

Please add billing preference to your PO

Bill "up front" will be due 30 days after PO is received.

**SCHOLASTIC** EDUCATION**CONTACT INFORMATION:**

Dave Hartman  
 Regional Director, Midwest  
 Scholastic Education  
 (314) 265-7660

**PROFESSIONAL LEARNING****Quote #** 

Quoted prices expire August 31, 2020

Prices subject to change - prices based upon total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved. Customers must notify scholastic in writing no less than five (5) business days in advance of any cancellation or rescheduling of training, in-classroom support, or other onsite services. If such notice is not received by scholastic, customers will be charged (or forfeit prepayment) for cancelled or missed days.		<b>CUSTOMER BILLING PREFERENCE</b>		<b>TERMS</b>
			<b>BILL ON DELIVERY</b>	Net 30
<b>DESCRIPTION</b>	<b>ITEM #</b>	<b>DAYS</b>	<b>YOUR PRICE</b>	<b>AMOUNT</b>
Dr. Ghody Muhammad Virtual Workshop (2 hrs) November 12th, 6:30-8:30pm		1	\$2,875.00	\$ 2,875.00
**State law requires sales tax to be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, actual tax will be charged at the time of shipping. Scholastic terms are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to: Scholastic Inc., 2931 E. McCarty Street, Jefferson City, MO., 65101.			<b>Subtotal</b>	<b>\$ 2,875.00</b>
			<b>*Tax ____%</b>	
			<b>TOTAL</b>	<b>\$ 2,875.00</b>
<b>THANK YOU FOR YOUR BUSINESS!</b>				
1-800-724-6527 Option 3				
<i>Prices subject to change - prices based on total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved.</i>				
Unless otherwise noted, all services must be delivered within 24 months of purchase. Courses are priced to not exceed attendance of 30 teachers unless otherwise noted. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of Scholastic. Participants must also refrain from using their cell phones and other electronic devices during the presentation of the Services. To ensure the quality of the Services for other Participants, Participants may be asked to leave if they engage in this activity. Further, they may be prohibited from participating in future Scholastic programs. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement.				



## Midwest & Plains Equity Assistance Center

902 W. New York Street, ES 3116  
Indianapolis, IN 46202

### Memorandum of Understanding

#### CENTER DESCRIPTION

The Region III Equity Assistance Center (R3EAC) known as the *Midwest and Plains Equity Assistance Center* is a project of the *Great Lakes Equity Center*, an educational research and service center located in Indiana University's School of Education at IUPUI. The R3EAC is funded by U.S. Department of Education under Title IV of the Civil Rights Act to provide equity-focused technical assistance to states, districts, and public schools focused on systemic improvements to ensure educational access, participation and positive outcomes for students who have been historically marginalized based on race, sex, national origin or religion, at the request of school boards and other responsible governmental agencies.

#### INTRODUCTION

This Memorandum of Understanding is between **Naperville Community Unit School District 203, 203 West Hillside Road, Naperville, IL 60540** and the Trustees of Indiana University, on behalf of the Region III Equity Assistance Center (R3EAC) known as *The Midwest & Plains Equity Assistance Center (Center)*, located at 980 Indiana Avenue, Room 2232, Indianapolis, IN 46202. The project discussed in the Memorandum of Understanding, hereinafter referred to as "MOU" describes the technical assistance services that characterize a systemic partnership and will be performed by the R3EAC, and **Naperville CUSD 203**. This MOU requires superintendent's review and signature.

#### TIME OF PERFORMANCE

The parties will collaborate to complete the goals described herein between **March 2019** and **September 30, 2020**. This MOU will be reviewed and revised via a two-year term or as needed.

#### PARTNERSHIP ACTIVITIES, GOALS, AND OBJECTIVES

The R3EAC will provide customized services and resources, in collaboration with **Naperville CUSD 203** staff members, to address and realize the partnership activities, goals, and objectives listed below. Please note that the dates indicated in the activities, goals, and objective statements below are subject to change after the MOU is signed as necessitated by partner or R3EAC circumstances.

**Primary Partnership Activities:** Provide thought partnership, collaborative consultation, and professional learning related to centering equity in the selection, creation, evaluation, adoption, and use of curricula and curricular materials.





## Midwest & Plains Equity Assistance Center

902 W. New York Street, ES 3116  
Indianapolis, IN 46202

**Partnership Goal 1:** Between March 2019 and September 2020, engage district leaders in the review of district processes and practices regarding selecting, creating, evaluating, and adopting curricula and curricular materials through the provision of collaborative consultation and the use of center developed or selected equity tools.

**Objectives 1.1:** Between March 2019 and November 2019, assist district leaders in identifying and assessing curricula selection policies, processes, and practices.

**Objective 1.2:** Between November 2019 and September 2020, support district leaders in revising, as needed relevant curricula selection policies, processes, and practices.

**Technical Assistance Service:** One full-day Professional Learning Experience with district administration, one full-day facilitated work session, collaborative consultation calls, meeting facilitation, and provision of equity tools

**Deliverable:** Equity Tools, Collaboratively Developed Draft Revised Policies and Procedure for Curriculum Selection and Evaluation

**Partnership Goal 2:** Between March 2019 and September 2020, advance teachers' capacity to make equity-focused curricular decisions and to utilize culturally responsive and sustaining instructional practices.

**Objectives 2.1:** Between March 2019 and January 2020, facilitate a deeper understanding of what it means to center equity in curriculum development, and the pedagogical underpinnings and key characteristics of culturally responsive and sustaining practices among teachers and district/school leaders.

**Objectives 2.2:** Between January 2020 and September 2020, support the cultivation of a critically conscious learning organization that supports critical reflexivity in educator practice.

**Technical Assistance Service:** Onsite or virtual Professional Learning Experiences, collaborative consultation calls, meeting facilitation

**Deliverable:** Series of professional learning opportunities and associated materials

### ASSURANCES

To accomplish these goals and objectives the **Naperville CUSD 203** will:

- In collaboration with R3EAC create and adhere to a work scope that delineates technical assistance activities.





## Midwest & Plains Equity Assistance Center

902 W. New York Street, ES 3116  
Indianapolis, IN 46202

- Ensure that the superintendent will participate in the Professional Learning Scope and Sequence Review and Finalization call, and annual partnership progress calls.
- Communicate any needed adjustments to mutually agreed upon technical assistance activities delineated in work scope in a timely manner.
- Designate personnel to serve as primary contact (s) on the partnership.
- Participate in partnership context analysis and continuous improvement data collection activities.
- Contribute to and participate in regularly scheduled partnership meetings.
- Forward documents in a timely manner to allow sufficient review and preparation.
- Meet technology infrastructure requirements including having reliable access to the internet, email, computer, and telephone, as well as having access to onsite IT support.

To accomplish these goals and objectives **R3EAC** will:

- Designate a highly skilled technical assistance staff to co-lead with designated personnel and serve on the partnership.
- Oversee and coordinate with the scheduling of partnership meetings.
- Participate in regularly scheduled partnership meetings.
- Provide research and practice-based information and equity-focused consultation to inform the work outlined in the scope of work and MOU.
- Forward documents to designated primary contact person(s) in a timely manner to allow sufficient review and preparation.
- Coordinate and conduct partnership context analysis and continuous improvement data collection activities.
- Provide a summary of all data collected as part of the center's needs assessment and continuous improvement progress updates to designated personnel.
- Subscribe selected personnel to all center-produced e-publications.
- Ensure priority registration to center-hosted learning events and networks opportunities.

### COST

As a federally funded Equity Assistance Center, the R3EAC provides on demand customized technical assistance and professional learning opportunities to state and local educational agencies in the thirteen-state region of Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin, North Dakota, South Dakota, Missouri, Iowa, Kansas, Nebraska, and Oklahoma. In this collaborative partnership, **Naperville CUSD 203** will share costs only associated with project activities as outlined below.





## Midwest & Plains Equity Assistance Center

902 W. New York Street, ES 3116  
Indianapolis, IN 46202

**R3EAC:** The Center will provide time and expertise in **centering equity in the selection, evaluation, adoption, and use of curricula and curricular materials** at no cost to the partnering organization.

**Naperville CUSD 203:** The Partner will provide resources in the form of cost of travel (i.e., lodging, airfare, local transportation, and meals) **for all designated Center staff members**, as well as be responsible for the coordination of and cost associated with the logistical aspects of any professional learning experiences facilitated by the Center (e.g. participant registration, location, meals, equipment, presentation materials etc.). ***Airfare tickets and hotel reservations for all designated Center staff will be purchased upon confirmation of site visit date (s). If the Partner cancels or reschedules a site visit after travel has been confirmed, the Partner is responsible to pay for cost accrued including any non-refundable hotel fees and plane tickets or plane ticket change fees.***

### CENTER KEY PERSONNEL

At all times during the term of this MOU, R3EAC services will be provided by the assigned technical assistance state cadre specialist; service performance shall be under the guidance of the Associate Director of Engagement and Partnerships and the supervision and direction of the Center's Director of Operations and Executive Director. Key personnel also supporting this MOU include the Associate Director of Continuous Improvement, Instructional Designer, and Equity Analyst.

### AGENCY KEY PERSONNEL

At all times during the term of this MOU, the **Naperville CUSD 203** work shall be under supervision and direction of **Dan Bridges, Superintendent of Schools**, and designees **Dr. Rakeda Leaks, Executive Director of Diversity & Inclusion**, **Jayne Willard, Assistant Superintendent of Curriculum & Instruction**, and **Jennifer Donatelli, Director of Curriculum & Instruction**. These persons will have the authority to approve or to efficiently obtain approval for decisions and activities related to the provision of the services described in this MOU and outlined in the scope of work.

### COMMITMENT TO ADVANCING THE WORK

It is the Center's mission to expand states' and school systems' capacity to provide robust, effective opportunities to learn for all students, regardless of and responsive to race, sex, national origin, and religion and to reduce inequities among and between groups in educational outcomes. **Naperville CUSD 203:** will endeavor to extend the work initiated during the partnership with the R3EAC by committing to implement the changes in practices, processes, tools or artifacts in policies, practice or interactions with staff, students and families/communities. **Naperville CUSD 203:** will provide evidence of implementation to the R3EAC through participating in all center's evaluation and continuous improvement data collection activities.





## Midwest & Plains Equity Assistance Center

902 W. New York Street, ES 3116  
Indianapolis, IN 46202

### SCHOLARLY RESEARCH

The R3EAC is engaged in a collaborative inquiry research study to explore in what ways and to what extent the assistance it provides to partnering educational agencies in Region III mediates equity-oriented systemic reform. Products from these research endeavors may include journal articles, professional papers, and professional presentations. If you decline to participate in this study, please indicate so by checking the box below.

☐ I **decline** to allow my agency to participate as a study site in this research study.

**NOTE:** Declining participation in the research study does not release partners from the expectation of participating in required evaluation activities, including center surveys/interviews and the completion of the EAC Client Survey distributed by the Library of Congress.

### LIABILITY

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

As SUPERINTENDENT in Naperville Community Unit School District 203, 203 West Hillside Road, Naperville, IL 60540, I will oversee the required involvement of the staff indicated in the activities listed. In turn, the R3EAC Midwest & Plains Equity Assistance Center Director of Operations and Executive Director agree to provide those resources and supports to personnel who participate as required. Because systemic change for equitable and inclusive policy and practice requires full commitment by those in the system, and adequate resources with which to work on an on-going basis, over time, activities included in this agreement will be reviewed on a monthly basis. Adjustments may be made, with the agreement of both parties.

\_\_\_\_\_  
Superintendent

4/10/19  
Date

\_\_\_\_\_  
Midwest and Plains Equity Assistance Center  
Director of Operations Signature

3/18/19

Date

\_\_\_\_\_  
Midwest and Plains Equity Assistance Center  
Executive Director & Principal Investigator Signature

3/18/19

Date

\_\_\_\_\_  
Authorized Representative of Indiana University

\_\_\_\_\_  
Date



ASIAN AMERICANS  
**ADVANCING  
JUSTICE**

CHICAGO  
4716 N Broadway Ave.  
Chicago, IL 60640

**Invoice No.** 2021061821

T: 773 271 0899 F: 773 271 0899

# INVOICE

## Customer

Name	Rakeda Leaks
Company	Naperville 203 Community Unit School District
Address	203 W Hillside Rd Naperville, IL 60540

**FIN**

Date	6/18/2021
Order No.	
Rep	
FOB	

[illegible]

Please note our 501(c)3 Tax Identification Number is: 36-3844385

SubTotal	\$ 500.00
----------	-----------

Shipping	
----------	--

## Payment

Please remit Asian Americans Advancing Justice | Chicago  
Attn Sangini Brahmhatt  
Address 4716 N. Broadway Ave.  
Chicago, IL 60640

Check Payable to Asian Americans Advancing Justice | Chicago

Tax Rate(s)

<b>TOTAL</b>	\$ 500.00
--------------	-----------

Office Use Only

*Your donation helps enable us to continue our work for the Asian American community and for the community at large. We are deeply grateful for your generosity and we look forward to your continued support.*

*Educate*

*Advocate*

*Empower*

---

## Service Agreement

### INTRODUCTION

This Service Agreement is entered as of July 19, 2021, by and between **Naperville Community Unit School District 203, 203 West Hillside Road, Naperville, IL 60540** and the Trustees of Indiana University, on behalf of the Region III Equity Assistance Center known as *Midwest and Plains Equity Assistance Center (MAP Center)* located at 902 W. New York Street, Room ES 3116, Indianapolis, IN 46202. The project discussed in this Service Agreement will be performed by the *MAP Center*, and **Naperville Community Unit School District 203**. The MAP Center will develop and provide support sessions.

**Naperville Community Unit School District 203** will further develop an understanding Culturally Responsive Cognitive Coaching, in order to support the advancement of educational equity.

### SERVICE PROVISION

The parties agree as follows:

- ⌚ **Time of performance:** July 2021-September 2022
- ⌚ **Scope of services:**
  - Up to four (4) regularly scheduled coaching calls with Cadre II Technical Assistance Specialist.
- ⌚ **Anticipated Outcomes:** The MAP Center will provide guidance to Naperville CUSD 203 in the form of Culturally Responsive Cognitive Coaching to create space to address problems of practice related to navigating community response related to equity initiatives.

### COST

As a federally funded Equity Assistance Center, the MAP Center provides technical assistance to state and local educational agencies in the thirteen-state region of Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin, North Dakota, South Dakota, Iowa, Nebraska, Kansas, Missouri, and Oklahoma.

In this collaborative project, will share costs associated with project activities as outlined below.

**Naperville Community Unit School District 203.** The Partner will provide resources in the form of cost of travel (i.e., lodging, airfare, local transportation, and meals) **for all designated Center staff members,**



as well as be responsible for the coordination of and cost associated with the logistical aspects of any professional learning experiences facilitated by the Center (e.g. participant registration, location, meals, equipment, presentation materials etc.). ***Airfare tickets and hotel reservations for all designated Center staff will be purchased upon confirmation of site visit date (s). If the Partner cancels or reschedules a site visit after travel has been confirmed, the Partner is responsible to pay for cost accrued including any non-refundable hotel fees and plane tickets or plane ticket change fees.***

**Center:** The MAP Center will provide access to MAP Center staff with expertise in educational equity, civil rights in education, and education transformation; collaborative consultation services, and access to print resources/equity tools on a password protected customized e-forum (online document sharing platform) at no cost to the partner.

**Partner:** Naperville Community Unit School District 203 will provide resources in the form of cost of travel (i.e., lodging, airfare, local transportation, and meals) for select MAP Center staff members, as well as be responsible for the coordination of all logistics and cost associated with the professional learning opportunity facilitated by the MAP Center (e.g. participant registration, location, meals, equipment, and the duplication of session materials etc.).

#### **KEY PERSONNEL**

At all times during the term of this Agreement, the MAP Center's performance shall be under supervision and direction of the MAP Center's Project Director and Executive Director and Principal Investigator.

At all times during the term of this Agreement, the **Naperville Community Unit School District 203** work shall be under supervision and direction of **Dan Bridges, Superintendent**, and designee **Dr. Rakeda Leaks, Executive Director of Diversity & Inclusion**.

#### **LIABILITY**

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.



## Midwest & Plains Equity Assistance Center

902 W. New York Street, ES 3116  
Indianapolis, IN 46202

Thank you for your time, collaboration and support. We look forward to an exciting Partnership.

\_\_\_\_\_  
Superintendent/Designee Signature

\_\_\_\_\_  
Date

7/19/2021

\_\_\_\_\_  
Midwest and Plains Equity Assistance Center Director of  
Operations Signature

\_\_\_\_\_  
Date

7/19/2021

\_\_\_\_\_  
Midwest and Plains Equity Assistance Center Executive  
Director and Principal Investigator

\_\_\_\_\_  
Date



Penguin  
Random House  
SPEAKERS BUREAU

**VIRTUAL EVENT SPONSOR CONTRACT**

**Date: 11/17/2020 | Contract #: 252690488**

Speaker:	Nic Stone
Fee USD:	\$5,000
Event:	You Are Infinitely POWERful Workshop
Sponsor:	Naperville CUSD 203 *[In the event there are co-sponsors or co-presenters, they must be approved in writing by the Speaker/PRHSB]
Event Date:	02/03/2021
Event Time including Zone	6:30 PM - 7:30 PM (CST)
Virtual Platform	Zoom
Payment:	To secure this Event, a deposit of 50% of the Fee (\$2,500) shall be received by Penguin Random House Speakers Bureau ("Bureau") no later than 12/15/2020 (the "Deposit Due Date"). The remaining balance ("Balance Amount") shall be received by (01/20/2021).  Notwithstanding the foregoing, if for any reason the fully executed Event contract is not complete within seven (7) days of the Event Date, Sponsor agrees to pay the full Fee by credit card upon execution of the contract.
Tax withholdings required by local laws:	
Topic:	You Are Infinitely POWERful
Speaker Activities Description:	45-minute keynote, followed by 15-minute Q&A *[Program details to be finalized and Speaker notified at least two (2) weeks prior to the Event. Any additions or revisions to the timetable must be requested and approved in writing by both Parties.]
Estimated number of attendees:	300 *Any significant changes to expected attendance must be acknowledged in writing by both Parties and a significant increase in the number of attendees will incur additional fees.
Event contact:	Rakeda Leaks Naperville CUSD 203 203 W. Hillside Rd, Naperville, IL 60540 rleaks@naperville203.org   6303285800
Financial contact:	Rakeda Leaks Naperville CUSD 203 203 W. Hillside Rd, Naperville, IL 60540 rleaks@naperville203.org   6303285800



Penguin  
Random House  
SPEAKERS BUREAU

Speaker's books available at Event:	Book(s) will be promoted to attendees prior to and/or at the Event, along with a link to purchase.
Recording:	Please see Paragraph 5 below: no recording of any kind is permitted without Bureau's express written consent.
Promotional Materials:	Sponsor shall use only biographical material and photos of Speaker provided by Bureau and/or Speaker. All advertising for this Event shall include the words: "For more information on this Speaker please visit <a href="http://prhspeakers.com">prhspeakers.com</a> . Event may not be advertised or promoted in any manner until this agreement has been fully executed.
Technical Requirements:	Zoom  If special equipment is required, Sponsor to confirm setup with Speaker's Agent and if approved, arrange and provide at no cost to Speaker.

Payment Details	<p><b>Make Payment to:</b> Penguin Random House LLC</p> <p><b>Mail Payment to:</b> Penguin Random House LLC Attn: Accounts Receivable 400 Hahn Rd Westminster, MD 21157-4627</p> <p><b>Send Electronic Payment to:</b> Penguin Random House LLC C/O BNY MELLON 500 Ross Street Pittsburgh, PA 15262 <b>Wire TF ABA:</b> 043000261 <b>SWIFT Code</b> MELNUS3P <b>A/C:</b> 000091-5972</p> <p>Remittance: PRH_Remit@penguinrandomhouse.com Please send e-mail documentation of any electronic payments. The Sponsor will be responsible for stopping and reissuing any checks (if requested) sent to an incorrect address.</p>
-----------------	--

To confirm this contract, please sign and return a copy of this Agreement. A fully executed copy will be returned to you for your files. The Agreement is subject to the Standard Terms and Conditions set forth on the following pages which are part of this Agreement. The representative of Sponsor warrants that she or he is a duly authorized representative of Sponsor.

Accepted on behalf of Speaker by the Penguin  
Random House Speakers Bureau on:

Accepted by Naperville CUSD 203 on:





## STANDARD TERMS AND CONDITIONS

1. This Agreement is made between the Speaker and Sponsor (each a "Party" and collectively the "Parties"). The Parties agree that Bureau is acting only in its capacity as booking agent for the Speaker for the Event. Sponsor is retaining the services of Speaker, not Bureau. Bureau has authority to negotiate and sign on Speaker's behalf and will handle all payments from Sponsor in connection with the Event. The Parties acknowledge and agree that Bureau shall not be responsible in any way for Speaker's acts, omissions, statements or any commitments made by Speaker or Sponsor. The Parties are independent contractors with respect to this Agreement and nothing shall constitute a partnership, joint venture, agency or employee/employer relationship and Speaker has the exclusive control over how the services in connection with the Event are fulfilled. Neither Party shall be liable for any representation, act or omission of the other contrary to the provisions of this Agreement. Sponsor further acknowledges and agrees that for a period of five years following the Event, any spin-off or subsequent events of Speaker will be booked exclusively through the Bureau and all terms for such events shall be negotiated with the Bureau only.
2. Speaker agrees to perform the obligations set forth herein on the agreed upon event date ("Event Date") via remote live video transmission.
3. Penguin Random House Speakers Bureau will receive the Fee set forth on page one of this Agreement on behalf of Speaker. As this Agreement removes the Speaker from the marketplace on the date(s) of the Event, fifty-percent (50%) of the Fee is nonrefundable and due with the signed contract on the Deposit Due Date. The full Fee is due thirty (30) business days prior to the Event Date (or on such date as set forth under Payment). Timing of the payment is of the essence. If a payment is not received by the applicable due date set forth in this Agreement, non-payment constitutes a material breach of this Agreement by Sponsor. Acceptance of a late payment by Speaker does not constitute a waiver. In addition, all late payments will accrue finance charges of 1.5% per month. Notwithstanding the foregoing, if for any reason the fully executed Event contract is not complete within seven (7) days of the Event Date, Sponsor agrees to pay the full Fee by credit card upon execution of the contract.
4. Speaker's live event will be broadcast through a private transmission solely sent to invited participants in the virtual attendance through a secure and password protected online platform. Speaker will work with Sponsor's technology team to set up the remote transmission and to ensure optimal broadcasting quality and security measures are in place leading up to the address. Speaker will provide standard equipment including working computer with camera and computer microphone, reliable high speed internet, and video capability. Prior to the Event Date, Sponsor will provide login links with instructions and download links to any required software programs at no cost to Speaker. Any specialized equipment required will be provided by Sponsor at its sole cost and expense. Sponsor may request any specialized setup with Bureau in writing in advance of Event, and Bureau retains the right to deny such request on Speakers behalf and revert to standard Speaker-provided setup. Sponsor assumes responsibility for the quality of its own internet connection and the projection and sound quality of the session. In the event there is a delay or loss of signal due to technical issues that originate from the Sponsor's facilities which impacts the full performance of the Event, both parties agree that Speaker and Bureau will not be held responsible and all Fees will be paid as agreed pursuant to this Agreement. In addition, if the Speaker or Bureau reaches out to the Sponsor at any time prior to the Event start time set forth in this Agreement in order to resolve technical issues, Speaker and Bureau shall not be held financially liable for any missed time.
5. Sponsor shall not make an audio or video recording of Speaker's event recorded by any means, including without limitation audio-taped, video-taped or broadcast, streamed live or via Internet, in any form or length, and (b) Speaker's name and likeness may not be used in connection with any endorsements of products or services. Sponsor will use commercially reasonable efforts to prevent audience members from recording the Event or engaging in conduct prohibited by this paragraph. If permission of the audio and/or video recording of the Event for Sponsor's private and/or archival purposes is given in writing through the Bureau's Speaker Recording Addendum ("Addendum"), (i) a copy of any video or audio recording must be sent to Bureau within 30 days, (ii) the Speaker shall retain all intellectual property rights in the portion of the Event in which the Speaker appears, notwithstanding such permission and (iii) such recording shall be deleted by Sponsor after 14 days unless otherwise agreed upon with the Bureau. In addition, the Speaker reserves the right to audio-and/or videotape the portion of the Event in which they appear, in their discretion.
6. Speaker shall retain any and all intellectual property rights to the copyrighted materials that they may use in connection with the Event: participant materials, components, workshops, training procedures, printed materials, including books, author photographs, publicity and promotional materials and other material in print and other media and services collectively referred to as "Materials" and Sponsor shall obtain no rights to the Materials unless specifically agreed to by Speaker in writing.
7. As an independent contractor, Speaker shall be solely responsible for all federal and local income and other taxes (including, without limitation, Social Security and Medicare) that are due on the income received by Speaker for the services performed hereunder. If it is understood that Sponsor may be required by law to withhold state and local income taxes in certain U.S. jurisdictions and to withhold foreign income taxes in certain foreign countries, these taxes will be withheld only as required from the fees due the Speaker and remitted directly to the jurisdiction by the Sponsor on the Speaker's behalf. An itemized statement shall be provided in a timely manner to Bureau that shall include the exact amount of any and all taxes withheld, the date of payment and the entity to which payment was made. Sponsor shall be solely responsible for any sales taxes, admission taxes, user fees or other charges, taxes or fees of whatsoever description levied by the jurisdiction in which the Event takes place.



8. In the event Speaker must cancel due to illness, unforeseen emergency or overriding professional responsibility (which, for the avoidance of doubt, would not include a speaking event at another venue), Speaker will not have any liability for the expenses or losses incurred by the Sponsor. Bureau, on behalf of Speaker, will attempt to provide a comparable speaker who is acceptable to the Sponsor or reschedule the event to a mutually agreeable date. In the event the Speaker cancels the contract and Bureau, on behalf of Speaker, cannot provide a comparable speaker who is acceptable to the Sponsor or reschedule the event to a mutually agreeable date, Speaker agrees to refund the Sponsor any deposits received from the Sponsor within thirty (30) days. In the event the Speaker is delayed, but arrives and presents their program in full, all Fees and other charges shall be due in full. Conversely, in the event that the Event is cancelled by Sponsor more than sixty (60) days prior to Event Date, fifty-percent (50%) of the Fee shall be forfeited and shall be due and payable immediately if not already paid. The full Fee will become due and payable immediately if the Sponsor cancels the Event sixty (60) days, or less, prior to the Event Date.

9. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by a Party is prevented due to acts of God, exchange controls, export or import controls, or any other government restriction or regulation, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, blackouts, or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Parties for failure or delay in performance of its obligations under this Agreement. Each Party shall promptly notify the other Party of such force majeure condition. The terms of this Clause shall not exempt, but merely suspend, any Party from its duty to perform the obligations under this Agreement until as soon as practicable after the force majeure condition ceases to exist. For the avoidance of doubt, in the event that a Party is unable, due to a force majeure condition, from performing its obligations on the Event Date, the foregoing Clause requires the Parties to make good faith efforts to reschedule the Event on a date to be mutually agreed.

10. The Parties agree that the terms of this Agreement, including the financial terms are confidential (the "Confidential Information") and other than as may be required by applicable law, government order or decree, neither Party will publicly disclose Confidential Information. Any disclosure by Recipient of Confidential Information in response to a valid order by a court or other governmental agency, or otherwise required by applicable law, shall not be considered to be a breach of this Agreement by Recipient; provided, however, that Recipient shall provide prompt prior notice thereof to Discloser (via email to [speakers@penguinrandomhouse.com](mailto:speakers@penguinrandomhouse.com) with the subject "Confidentiality Notice") to enable Discloser to seek a protective order or otherwise prevent such disclosure, and Recipient shall limit the extent of such disclosure solely to the extent required by such order or law, and Recipient shall use its commercially reasonable efforts to ensure that such disclosed information is treated strictly confidentially by all recipients thereof.

11. This Agreement, each transaction entered into hereunder and all matters arising from or related to this Agreement (including its validity and interpretation) shall be governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Any action or proceeding regarding this Agreement shall be brought solely in the New York courts (state or federal) located in New York County.

12. This Agreement may be executed in one or more counterparts each of which will be deemed an original but all of which together will constitute one instrument. This Agreement sets forth the entire understanding between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements between the Parties. This Agreement may not be altered, changed, modified or waived, in whole or part except by amendment in writing signed by both Parties.



Penguin  
Random House  
SPEAKERS BUREAU

Nov 19, 2020

Date

Signature

Signature

Date

Signature

Tiffany Tomlin  
Vice President, Executive Director

Rakeda Leaks  
Executive Director of Diversity & Inclusion





# Nic Stone\_Naperville 203\_contract

Final Audit Report

2020-11-19

Created:	2020-11-19
By:	Christine Labov (clabov@penguinrandomhouse.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1aDqc5chfd1f_tgPUyEkRN3R9fAuoKB1

## "Nic Stone\_Naperville 203\_contract" History

-  Document created by Christine Labov (clabov@penguinrandomhouse.com)  
2020-11-19 - 4:16:19 PM GMT- IP address: 74.108.222.100
-  Document emailed to Tiffany Tomlin (ttomlin@penguinrandomhouse.com) for signature  
2020-11-19 - 4:17:23 PM GMT
-  Email viewed by Tiffany Tomlin (ttomlin@penguinrandomhouse.com)  
2020-11-19 - 4:51:31 PM GMT- IP address: 72.50.213.93
-  Document e-signed by Tiffany Tomlin (ttomlin@penguinrandomhouse.com)  
Signature Date: 2020-11-19 - 4:52:00 PM GMT - Time Source: server- IP address: 72.50.213.93
-  Agreement completed.  
2020-11-19 - 4:52:00 PM GMT



## AGREEMENT FOR SERVICES AND PRODUCTS

This Agreement for Services and Products ("Agreement") is entered into this 9<sup>th</sup> day of September, 2020 (the "Effective Date"), by and between **Corwin Press, Inc.**, a SAGE Publications, Inc. company, with offices at 2455 Teller Road, Thousand Oaks, California 91320 ("Corwin") and **Naperville Community Unit SD 203**, with offices at **203 West Hillside Road, Naperville, IL 60540** ("Customer").

1. **Services.** Customer desires to contract with Corwin for services related to the Customer's professional learning or other expressed learning needs (the "Services"); and Corwin desires to provide such Services to the Customer as further described in the Investment and Timeline attached hereto as **Exhibit A**. For on-site development Services including, without limitation, keynotes, workshop days, implementation days and coaching days (each, an "on-site event"), Corwin will establish and agree on final dates with Customer for dates not scheduled at the time the Agreement is signed which will be subject to speaker availability. Confirmation of such final dates will be communicated by email to Customer. Customer may request to reschedule the date of an on-site event and, if approved by Corwin, Customer will reimburse Corwin for any additional costs or expenses incurred by Corwin and/or the speaker of such rescheduled on-site event. The Services shall be subject to any "**Special Terms**" attached to this Agreement for additional Corwin program offerings, including, without limitation, Surveys, Student Workshops, and Webinars.
2. **Products.** Customer desires to contract with Corwin for the furnishing of products related to the Customer's professional learning or other express learning needs (the "Products"); and Corwin desires to provide such Products to the Customer as further described in the attached **Exhibit A** and subject to the applicable **Special Terms**.
3. **Term and Termination.** The term of this Agreement will commence on November 16<sup>th</sup>, 2020 and will remain in effect for one year or until Corwin has completed the Services and/or delivered the Products described in **Exhibit A**. Either party may terminate this Agreement without cause upon sixty (60) calendar days' advance written notice subject to the following terms.
  - a. For all on-site events and webinars (each, an "Event"): (1) in the event of termination by Customer more than thirty (30) calendar days of a scheduled Event, Corwin will be paid any expenses incurred as of the effective date of termination including, without limitation, speakers' fees and costs, Corwin's non-refundable travel costs, and non-refundable venue deposits (collectively, "Corwin Expenses"); (2) in the event of termination by Customer within thirty (30) calendar days of a scheduled Event, Corwin will be paid fifty percent (50%) of all amounts set forth in **Exhibit A** related to the cancelled Event and Corwin will be reimbursed for all Corwin Expenses; and (3) said foregoing amounts and expenses due based on such early termination under (1) or (2) above by Customer will be paid by Customer to Corwin within ten (10) days of the termination date.
  - b. Certain Services and/or Products may be subject to other termination and/or cancellation terms as set forth in the applicable **Special Terms**.
  - c. Notwithstanding anything herein to the contrary, should any Corwin program relating to the Services described in **Exhibit A** become unavailable or Corwin's ownership or rights to the Corwin program be subsequently modified or changed in any manner, and Corwin is unable to substitute other services related to the Corwin program on terms acceptable to Customer, Corwin shall have the right to immediately terminate this Agreement without any liability or penalty whatsoever.
4. **Compensation.** Corwin will be paid the amounts outlined in **Exhibit A**. Except as otherwise provided herein, Customer will pay Corwin all amounts due hereunder within thirty (30) days of receipt of invoice.
5. **Warranties.**
  - a. Corwin represents and warrants (a) that it will perform the Services using qualified personnel and in accordance with applicable industry standards; and (b) that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local or other governmental unit which has jurisdiction in such circumstance. Customer represents and warrants that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local or other governmental unit which has jurisdiction in such circumstance. Certain Services and/or Products may be subject to other terms as set forth in the applicable **Special Terms**.
  - b. EXCEPT AS OTHERWISE PROVIDED HEREIN, CORWIN PROVIDES ALL PRODUCTS AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WEBINARS AND EBOOKS, AND/OR ANY RELATED MATERIALS IN AN "AS-IS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CORWIN DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY CONCERNING THE AVAILABILITY OF A WEBINAR OR EBOOK OR THE USE OF ANY SERVICE OR PRODUCT FOR A PARTICULAR PURPOSE.
6. **Indemnification.** Each party will indemnify, defend and hold harmless the other party, its affiliates, and their officers, directors, employees and agents from and against all obligations of any nature whatsoever (including all reasonable attorneys' fees) resulting from a party's failure to perform in accordance with any of the terms of this Agreement; provided however, that the foregoing will be subject to any applicable state immunity.
7. **Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CORWIN SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES EVEN IF CORWIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR



CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. TO THE EXTENT THE FOREGOING LIMITATIONS OF LIABILITY ARE, IN WHOLE OR IN PART, HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF CORWIN FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO CUSTOMER'S DIRECT DAMAGES ACTUALLY INCURRED NOT TO EXCEED THE AMOUNTS RECEIVED BY CORWIN FROM CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE MONTH PERIOD PRECEDING CUSTOMER'S ASSERTION OF LIABILITY. IN ADDITION, IF CUSTOMER IS A COMPANY DOING BUSINESS IN CALIFORNIA, CUSTOMER HEREBY WAIVES CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor" AND CUSTOMER HEREBY WAIVES ANY AND ALL SIMILAR STATE STATUTES OR OTHER RULES OR REGULATIONS THAT MAY APPLY. THE EXCLUSIONS SET OUT HEREIN ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

8. **Force Majeure.** Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by Corwin is prevented due to an event of war, terrorism, government regulation or order, travel advisories or bans, national emergencies, epidemics, pandemics, disasters, civil disorders, acts of God, or any other event beyond Corwin's reasonable control [including the unavailability of a speaker for any Event] which would render the scheduled Event and/or the attendance of speakers of such scheduled Event impossible, illegal or impracticable, Corwin's nonperformance shall be excused and Corwin shall not be responsible to the Customer for failure or delay in performance of its obligations under this Agreement. Moreover, in the event a speaker becomes unavailable to attend an Event, Corwin may, at its sole discretion, substitute the speaker and/or reschedule the Event.

9. **Notices.** All notices required or permitted hereunder will be in writing and will be sent by registered or certified mail, return receipt requested, or by a U.S. nationally recognized overnight delivery service, to the party to whom such notice is directed, at its address as set forth above, or to such other address as such party will have designated by notice hereunder. Notices will be deemed given on the date received.

10. **Ownership/Rights.** Corwin will own or hold the necessary rights to any materials or other work product created, developed or distributed by Corwin (or the assigned speakers of an Event) under this Agreement including, without limitation, any Event handouts, materials, or any survey data, results, reports or other related content or deliverables (collectively, "Materials"). No rights to any of the Materials shall be conveyed to Customer except as expressly set forth herein; provided, however, that Customer shall be permitted to use the Materials (in the format provided by Corwin) solely in connection with the Event related to the Services provided by Corwin hereunder or in connection with a Product if intended as further described in **Exhibit A**. Moreover, in no event shall Customer be permitted to: (a) alter, reproduce, distribute or otherwise use any Materials provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever; or (b) photograph, audio tape, video tape, or otherwise record or broadcast an Event, speaker, presentation or any of the Materials and/or Services provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever. Customer acknowledges and agrees that Corwin is the exclusive owner or holds all necessary rights to each Corwin program, Event and any related intellectual property and associated trademarks thereto, including, without limitation trademarks associated with Visible Learning Plus. Moreover, Customer's use of any and all Materials provided by Corwin to Customer in relation to a Corwin program, Event or otherwise shall be subject to the terms and conditions set forth herein and any other terms binding on Corwin.

11. **Subcontracting.** Corwin may engage subcontractors to perform its obligations herein including, without limitation, speakers to deliver presentations at an Event related to the Services.

12. **Additional Services.** Customer agrees that any interest for additional Services relating to Customer's professional learning needs will be directed to and contracted with Corwin. For the avoidance of doubt, such Customer interest will not be directed to any Corwin speaker, trainer, or consultant.

13. **Confidentiality.** Customer agrees that, except with the prior written consent of an authorized representative of Corwin, it may only disclose the terms of this Agreement to a third party who shall agree to maintain said terms as confidential and who has a legitimate business purpose to receive such information. In the event Customer or any of its authorized representatives or agents are required by law or compelled by legal process to disclose the terms of this Agreement to any other third party, it shall provide Corwin with prompt written notice of such requirement prior to the actual disclosure so that Corwin may seek an appropriate protective order. Corwin agrees that the terms of this Section will be subject to any applicable state open records statutes.

14. **Miscellaneous.** This Agreement (including the **Special Terms** and **Exhibit A**) constitutes the entire agreement between Corwin and Customer, and supersedes all prior agreements, representations and understandings of the parties whether written or oral. No amendment, supplement, or modification of this Agreement will be effective unless executed in writing by both Corwin and Customer; provided however, that Event dates may be modified or otherwise agreed to by the parties via email in accordance with the terms of **Exhibit A**. In the event of a conflict between a term of this Agreement (including the **Special Terms** attached hereto) and a term of **Exhibit A**, the term of this Agreement will control. Additionally, in the event of a conflict between a term of this Agreement and any ancillary Customer document, form or agreement (even if executed by the parties subsequent to the execution of this Agreement), the term of this Agreement will control. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if any invalid or unenforceable provision were omitted.



This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in Ventura County, California and administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules. This Agreement may be executed in counterparts, each of which will be deemed the original, all of which together will constitute one and the same instrument. A faxed copy or other electronic copy will be deemed as an original.

**Accepted and agreed to by:**

**Customer**

Name of Signer Dan Bridges  
Title of Signer Superintendent of Schools

Date: September 10, 2020

**Corwin**

DocuSigned by:

EF33EB1B307A42A...

Dave West  
Vice President, Professional Learning Services & Sales

Date: 11-Sep-2020 | 7:59:31 AM PDT

**Exhibit A: See attached Investment and Timeline**

**Special Terms:**

**[Surveys]**

**[Youth Equity Stewardship (YES!) Workshops]**

**[Recorded Webinars]**

**[e-Books]**

Exhibit A

C-24082090123767

September 9, 2020

**Investment and Timeline  
IL, Naperville-DE-2020-2021**

Currency: US Dollar

Resources	Author	Unit Price	Quantity	Discount	Resources Price	Total Price
<b>Deep Equity - Webinar</b>						<b>\$6,000.00</b>
11/16/2020: <u>Patricia McDonald</u> - \$6,000.00						
<b>Deep Equity - Webinar</b>						<b>\$6,000.00</b>
11/16/2020: <u>Willie Adams</u> - \$6,000.00						
<b>Deep Equity - Webinar</b>						<b>\$6,000.00</b>
11/17/2020: <u>Willie Adams</u> - \$6,000.00						
<b>Deep Equity - Webinar</b>						<b>\$6,000.00</b>
11/17/2020: <u>Patricia McDonald</u> - \$6,000.00						
<b>Deep Equity - Webinar</b>						<b>\$6,000.00</b>
3/15/2021: <u>Willie Adams</u> - \$6,000.00						
<b>Deep Equity - Webinar</b>						<b>\$6,000.00</b>
3/15/2021: <u>Patricia McDonald</u> - \$6,000.00						
<b>Deep Equity - Webinar</b>						<b>\$6,000.00</b>
3/16/2021: <u>Patricia McDonald</u> - \$6,000.00						
<b>Deep Equity - Webinar</b>						<b>\$6,000.00</b>
3/16/2021: <u>Willie Adams</u> - \$6,000.00						
<b>Subtotal</b>						<b>\$48,000.00</b>
<b>Tax</b>						<b>\$0.00</b>
<b>Est. S&amp;H</b>						<b>\$0.00</b>
<b>TOTAL</b>						<b>\$48,000.00</b>

Proposal prepared for **NAPERVILLE CMTY UNIT SD 203**

Prepared by **Liz Monsma**, Regional Sales Manager

1 of 2



- *Pricing for Consulting Service Days are inclusive of all travel expenses.*
- *Investment above includes an estimate of Shipping Fees for books and resources and may vary based on rates that are applied at the time the order is shipped. A separate PO for books and resources will be requested and are required without a signed contract. Resources and books will be invoiced separately from professional development services. Books and resources will be shipped approximately 30 days prior to engagement; please notify Corwin with specific delivery requests. Expedited shipping will apply should the client request it.*
- *Copying and distribution of any handouts is the Client's responsibility.*
- *Consultant will hold above date(s) on his/her calendar for 30 days, at which time he/she may need to release the hold for another Client. Corwin recommends moving to contract within 30 days, if possible, so as to secure this date on his/her calendar.*
- *All payments indicated above are exclusive of all federal, state, local and foreign taxes, levies and assessments. The Client will be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority, and taxes will be included at the time of invoice; tax exempt form should be included with PO and signed contract, if applicable.*
- *This proposal for services is intended to be a working document and is subject to change based on client needs.*
- *For any Survey product, Corwin will send a link for Customer to complete a survey and Customer has two (2) weeks to complete the survey in order for Corwin to generate a report for Customer. If Customer does not complete the survey within the two-week period and/or if less than five (5) survey responses are received, the survey will be considered invalid/incomplete and the related survey Product will be forfeited and no refunds or credits will be granted.*
- *Evaluation Services including Surveys and Assessments will be billed upon the delivery of the Client's subsequent report.*

Proposal prepared for **NAPERVILLE CMTY UNIT SD 203**

Prepared by **Liz Monsma**, Regional Sales Manager

2 of 2

**CORWIN**  
A SAGE Publishing Company

## Certificate Of Completion

Envelope Id: 6CC9D73B06314E82A8E9F63A780ECE51  
 Subject: Please DocuSign: Corwin\_Naperville203\_Agreement\_Sept 2020.pdf  
 Source Envelope:  
 Document Pages: 6  
 Certificate Pages: 1  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Aaron Heintzman  
 2455 Teller Rd  
 Thousand Oaks, CA 91320  
 aaron.heintzman@corwin.com  
 IP Address: 70.93.174.182

## Record Tracking

Status: Original  
 9/11/2020 7:48:57 AM

Holder: Aaron Heintzman  
 aaron.heintzman@corwin.com

Location: DocuSign

## Signer Events

Dave West  
 dave.west@corwinpress.com  
 Executive Director  
 SAGE Publications Inc  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 EF33EB10307A42A...

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 73.4.0.91

## Timestamp

Sent: 9/11/2020 7:49:36 AM  
 Viewed: 9/11/2020 7:59:25 AM  
 Signed: 9/11/2020 7:59:31 AM

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	9/11/2020 7:49:36 AM
Certified Delivered	Security Checked	9/11/2020 7:59:25 AM
Signing Complete	Security Checked	9/11/2020 7:59:31 AM
Completed	Security Checked	9/11/2020 7:59:31 AM

## Payment Events

## Status

## Timestamps

# QUOTE

## Andrea Wukitsch

Artists for Literacy

2040 Edinburgh Lane,  
Aurora, IL 60504  
[dreawuk@gmail.com](mailto:dreawuk@gmail.com)  
630-335-7037

INVOICE # 0025  
DATE: 10 DAYS FROM RECEIPT

TO Naperville Success Program  
Attn: Success Program Admin  
District 203 Schools  
Naperville, IL 60540

PROGRAM DESCRIPTION	LOCATION/ ORG	EVENT DATE	PAYMENT TERMS
Creative Dance Workshop	Naperville North HS/ Naperville Success Program	Success Program End of year Celebration Event- March 2019	Due on receipt

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1 Creative Dance Workshop	Student participants learned how to apply the fundamentals of dance to their own creative ideas (2 HR block)	\$50/HR	\$100

SUBTOTAL	\$100
SALES TAX	0.00
TOTAL	\$100

## Susan Patton

---

**From:** Colleen Cannonruffo  
**Sent:** Tuesday, February 16, 2021 1:17 PM  
**To:** Dena.Simmons@gmail.com  
**Cc:** InfoDenaSimmons;Jayne Willard;Rakeda Leaks;Erin Anderson  
**Subject:** FW: Naperville SD203 Equity Institute Presentation Information

Dear Ms. Simmons,

Thank you so much for agreeing to present the keynote at our **2021 Equity Institute** next week on **Friday, February 26th**. We are very excited to have you and look forward to seeing your presentation.

In order to ensure that all will go smoothly on this day, we have created district Zoom accounts for you to use for this conference. Your session information, including links and usernames/passwords can be found below. We ask that you arrive 15-30 minutes prior to your session time so that we can make sure all of the technology is working and discuss any last minute needs you might have.

<b>Session Title:</b>	Surviving to Thriving
<b>Session Description</b>	For community members to thrive, they must feel safe to be who they are; they must love themselves. As a result, our leadership, instruction, and assessment must foster psychological and emotional safety through emotional intelligence, culturally responsiveness, and anti-racist practices. During this interactive session, participants will explore impostor syndrome, emotional intelligence, and culturally relevant pedagogy, and anti-racist practices. Through narrative, Dr. Simmons will discuss how the intersection of emotionally intelligent and culturally relevant practices can create equitable and welcoming communities, where everyone can learn in the comfort of their skin.
<b>Session Objectives:</b>	<ul style="list-style-type: none"><li>• Explore impostor syndrome</li><li>• Discuss the skills of emotional intelligence as well as culturally relevant and anti-racist practices</li><li>• Explore the intersections between culturally relevant practices and emotional intelligence</li><li>• Describe ways to incorporate culturally relevant and emotionally intelligent practices into participants' lives and work</li></ul>
<b>Session Time:</b>	Keynote: 8:00-9:00 AM CST
<b>District Host:</b>	Jayne Willard
<b>Zoom Link:</b>	<a href="https://naperville203.zoom.us/j/96911552028">https://naperville203.zoom.us/j/96911552028</a>
<b>Presenter Zoom Account for Login</b>	<a href="mailto:dsimmons@naperville203.org">dsimmons@naperville203.org</a>
<b>Presenter Zoom Password</b>	Your password will be sent in a separate email.

We would like to set up a brief 15-30 minute meeting with you prior to the event to go over the logistics of the presentation and test the technology with you. We are asking that you take a few minutes to fill out [this Google Form](#) with information that will help us support you better during your presentation. In the form, we ask that you upload the presentation you will be using that day. We will upload the presentation to our internal Conference Google Site, but will not release the presentation until after your session begins.

In addition, we will be offering to purchase for all of our staff a book from one of the presenters. We will offer one title for each of the presenters. The Google Form asks you to identify which of your book titles you would prefer that we offer.

If there is anything else you need from us to support you during your presentation, please feel free to ask. We are really excited to have you with us and would like to ensure that your experience is as positive for you as we know it will be for us.

Thank you for your attention to this matter.

Take care,

Colleen

*Colleen Cannon-Ruffo, Ph.D.*

Project Manager for Learning Services

Naperville SD203

630-420-6284

@ccannonruffo



**SPEAKING ENGAGEMENT AGREEMENT  
BETWEEN  
LiberatED LLC  
AND  
Naperville School District 203**

This Speaking Engagement Agreement ("Agreement") serves to document an agreement between LiberatED LLC ("LiberatED LLC"), and Naperville School District 203 ("Naperville School District 203") under which LiberatED LLC will present one keynote for a Naperville School District 203 event ("Service").

**Background:**

Dena Nicole Simmons, Ed.D. of LiberatED LLC will present a 60-minute keynote on February 26, 2021 at 9:30am EST for Naperville School District 203 event. LiberatED LLC will provide the Services via Zoom and agrees that no Service substitutions will be allowed without prior written consent from Naperville School District 203.

**Term:**

This AGREEMENT will remain in effect until May 31, 2021.

**NAPERVILLE SCHOOL DISTRICT 203 Responsibilities:**

- Naperville School District 203 will confirm session time/length and location in a timely manner.
- Naperville School District 203 will comply with all reasonable technology requests.
- Naperville School District 203 will compensate LiberatED LLC upon acceptance of Service and after submission of an invoice for such Service.

**Intellectual Property:**

Anything presented or shared with Naperville School District 203 during the workshop is the intellectual property of LiberatED LLC and shall not be reproduced or presented without the permission of LiberatED LLC. ***Additionally, LiberatED LLC does not permit recording of any sessions.***

**Independent Contractor Status:**

LiberatED LLC is acting as an independent contractor. Naperville School District 203 will determine the manner, scope, and method of delivery of the Services and LiberatED LLC will undertake and accomplish the Services in accordance with standards acceptable to Naperville School District 203. Naperville School District 203 confirms that the Services are outside of Naperville School District 203' ordinary course of education and is seeking LiberatED LLC' experience and expertise.

**Compensation:**

The compensation paid to LiberatED LLC will not be subject to withholding taxes or other employment taxes. As an independent contractor, LiberatED LLC will be responsible for payment of all taxes and fees arising out of Services provided, including, by way of illustration but not limitation, federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees as required. As an independent contractor, LiberatED LLC is not eligible for any employment benefits that may be afforded Naperville School District 203 employees including, but not limited to, overtime pay, retirement compensation, workers compensation insurance coverage, injury leave, or any other leave benefits.

Neither party will represent that it is an officer, employee, agent or affiliate of the other.

**Fee:**

Date	Details	Agreement
2/26/2021 at 9:30am EST	<ul style="list-style-type: none"><li>• Deliver a 60-minute virtual keynote ("Surviving to Thriving") to Naperville School District 203 via Zoom</li></ul>	\$10,500
<b>Total</b>		<b>\$10,500</b>

LiberatED LLC will submit an invoice to Naperville School District 203 for payment.

Upon timely receipt of an invoice and acceptance by Naperville School District 203, payment for each session will be remitted to LiberatED LLC within thirty (30) days after the Service has been delivered.

**Termination:**

If Naperville School District 203 cancels any of the services for any reason other than an event of Force Majeure, it agrees to pay LiberatED LLC 25% of the total fee. If possible, Naperville School District 203 will reschedule any of the Services at another date, and receive the 25% of the total fee already paid as a credit associated with providing the Services at a new date, leaving a balance owed of the remaining 75% of the total fee. Should an event of Force Majeure cause cancellation of the Services, Naperville School

District 203 will endeavor to reschedule the event and pay for travel costs associated with rescheduling, if any, but will not be responsible for payment of any portion of the fee until the Services are provided. If LiberatED LLC cancels the Services, it must do so no less than seven days prior to the date that Services are scheduled to be delivered and support finding a replacement speaker acceptable to Naperville School District 203. Naperville School District 203 is under no obligation to accept a replacement speaker or pay LiberatED LLC, should it cancel the Services. If an acceptable replacement speaker is identified, Naperville School District 203 will engage the replacement speaker under a separate AGREEMENT.

**Limitation of Liability:**

Neither Party shall be liable for any indirect, special, incidental, punitive, or consequential damages (including, without limitation, damages for lost of profits or business) suffered by the other Party or any others resulting from the use of Services, even if advised of the possibility of such damages. In no event shall LiberatED LLC's total liability to Naperville School District 203 for all damages, losses, and causes of actions (whether in contract, tort including negligence or otherwise) exceed the Agreement paid by Naperville School District 203 hereunder.

**Indemnification:**

Each party agrees to indemnify, defend and hold the other party, its officers, affiliates, owners, directors, partners, agents and employees harmless from claims, liabilities, and causes of action asserted against the Indemnified Party by reason of the acts, omissions, or neglect of the Indemnifying Party or its employees or agents, EXCEPT TO THE EXTENT SUCH CLAIMS, LIABILITIES, AND CAUSES OF ACTION ARE PARTLY OR WHOLLY THE RESULT OF THE INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY.

**Compliance with Laws and Regulations:**

This AGREEMENT is entered into by both parties and subject to all applicable local, state and federal laws, rules, and regulations.

**Force Majeure:**

The parties to this AGREEMENT may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike, or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Connecticut. Proper venue for a dispute arising out of this Agreement will be in New Haven County, Connecticut. In the event of a dispute, the parties agree that the exclusive dispute resolution procedure will be, first, mediation, then binding arbitration, if mediation does not result in a settlement. Both mediation and arbitration will take place exclusively in New Haven County, Connecticut or a court jurisdiction agreed upon by both parties.

**Legal Construction:**

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 provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**Entire Agreement:**

This AGREEMENT represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral. No modifications or amendments will be made to this AGREEMENT unless done so in writing and agreed upon by both parties. Neither LiberatED LLC nor the Naperville School District 203 may assign or transfer any interest in this Agreement without the prior written consent of the other party.

This AGREEMENT shall be effective upon the signature of LiberatED LLC and Naperville School District 203.

\_\_\_\_\_  
LiberatED LLC

\_\_\_\_\_  
Naperville School District 203

**November 30, 2020**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Pedro A. Noguera, Ltd.**

4220 Revere Place

Culver City, CA 90232 US

(917) 291-1716

pnoquera.booking@gmail.com

**Invoice**

BILL TO

**Cheri Feightner**

**Naperville Community Unit District 203**

**203 West Hillside Road**

**Naperville, IL 60540**

INVOICE

2021\_4009

DATE

02/12/2021

ACTIVITY	QTY	RATE	AMOUNT
Honorarium for workshop on February 26, 2021 for Equity Conference.	1	5000.00	5,000.00
BALANCE DUE			<b>\$5,000.00</b>

Naperville 203 Community Unit School District

Office of Diversity and Inclusion



Proposal Submitted By:

Valda Valbrun

Chief Executive Officer

[valda@valbrunconsulting.com](mailto:valda@valbrunconsulting.com)

**The Valbrun Consulting Group**

6000 Fairview Road, Suite 1200

Charlotte, NC 28217

704.414.6533 Office

240.205.4246 Mobile

[www.valbrunconsulting.com](http://www.valbrunconsulting.com)



## Executive Summary

The Valbrun Consulting Group (TVCG) is pleased to submit this proposal to **Naperville 203 Community Unit School District Office of Diversity and Inclusion** in response to a Request for Proposal to provide Equity Professional Development as part of the districts conference.

Based in Charlotte, North Carolina, **The Valbrun Consulting Group** brings over 30 years of experience working in school environments with diverse populations. Founded by CEO, Valda Valbrun, our staff is comprised of an insightful, diverse, and unique team of experienced educators that are personally and professionally committed to teacher and leadership development, professional growth, and equity and inclusion with extensive training to support districts as they advance practices and align strategic initiatives to meet the equity imperative.

**The Valbrun Consulting Group** works specifically to build the capacity of leaders and staff to lead for equity, create equitable environments, mitigate opportunity gaps, implement systems for improvement, and manage change for sustainable results through increased capacity to work across cultural differences.

As a team of equity specialists, we work to provide customized, professional development and one-on-one executive coaching with a focus on producing high impact, equity-driven results. Combined, our collective knowledge, education, and experience in providing high-quality service, makes us an excellent partner to provide professional development specifically to support Equity and Inclusion practices across your district.

As equity specialists, we are trained and qualified administrators of ***The Intercultural Development Inventory® (IDI®)*** which assesses intercultural competence. As IDI Administrators, we are certified to administer the IDI to others, as well as to apply the IDI to our own work, both in how we demonstrate cross cultural knowledge and navigate cultural differences, and in how we support others as they advance equity initiatives to address challenges, increase cross-cultural understanding, and support the accomplishment of equity goals. Our use of the IDI supports us in creating meaningful, developmental learning experiences that provide for organizational readiness to effectively engage across difference.

In addition to the data collected from the IDI, we also understand that we must examine the current state of systems, culture, structures, resources, and stakeholders through the lens of the ***Continuum on Becoming an Anti-Racist Institution***. The continuum details the behaviors, practices, and beliefs necessary to take an asset-based approach to capitalize on the racial and cultural differences in the communities you serve. These details make way for the organization to move from symbolic to structural change that is fully inclusive, reflects shared power in policy and practice, and that supports full participation in decision-making and gathers allies in combating all forms of racial and social oppression.

Members of The Valbrun Consulting Group are also trained and certified in ***Facilitative Leadership for Social Change*** to help leaders manage issues of culture, class, and equity and confront systems that threaten inclusive practices in schools and classrooms.

As the Chief Executive Officer, Valda Valbrun will personally lead virtual professional development and coaching, and provide direct support as required.

We look forward to the opportunity to partner with Naperville 203 to help build capacity to advance its Diversity and Equity priorities.





The **Valbrun Consulting Group** was started by a teacher; (n.) *a person who helps others acquire knowledge, competencies, or values*. Our commitment to leadership and equity is shaped by our own experiences as students, teachers, and leaders. Our goal is to build the capacity of leaders to address inequities and create organizational cultures that honor diversity.

#### Our Vision:

Our **Vision** is to be the premier source and support for organizational leaders as they tackle challenges, introduce improvement strategies, and inspire, empower, and educate diverse employees so that performance levels will meet and exceed expectations.

#### Our Mission:

The **Mission** of The Valbrun Consulting Group is to work tirelessly, in partnership with our clients, to identify creative solutions and to provide quality tools that ignite organizational and personal success.

#### Core Values:

The **Core Values** of The Valbrun Consulting Group are:

To **honor** diversity and inclusion

To **invest** in people

To **add value** to the leadership team's effectiveness

To **foster** courageous and authentic **leadership**



## Presenter Biography: Valda Valbrun



**Valda Valbrun** is an established educational leader known for passion toward inclusive, research-based, and data-driven pedagogy.

As a system change facilitator, she has a proven track record of supporting schools and districts to change educational practices and establish systems. She is known as a dynamic professional developer, teacher, administrator, entrepreneur, advocate, and student champion.

Ms. Valbrun has worked with national school districts on leadership development and executive coaching and provides coaching and professional development to aspiring, newly appointed and experienced and turn-around school principals.

She started her career over 28 years ago as a teacher in the Broward County (FL) schools before becoming a professional developer and secondary school administrator in Montgomery and Frederick Counties (MD).

She is committed to professional development and closing opportunity gaps through instructional and leadership improvement in classrooms, schools and school systems and has worked directly with school and district leaders in rural, suburban, and large urban districts to advance their improvement initiatives. She currently provides leadership development and consulting as well as training specifically targeted to build the capacity of culturally proficient teachers and leaders who can address issues of equity, diversity, and inclusion.

She founded **The Valbrun Consulting Group** and offers support in strategic planning, strategy management and organizational development and works specifically to build the capacity of district and school leadership to lead for equity, create equitable environments, mitigate opportunity gaps, implement systems for improvement, and manage change for results. As an equity specialist, she is a certified administrator of **The Intercultural Development Inventory® (IDI®)** and is trained and certified in **Facilitative Leadership for Social Change**.

In addition to her school and district level leadership roles, Ms. Valbrun has served as the director of professional learning at ASCD and as the executive director of organizational development for Charlotte-Mecklenburg Schools (NC). She is the founder and CEO of The Valbrun Consulting Group and currently resides in Charlotte, North Carolina. Among these accomplishments, Ms. Valbrun's favorite title is that of mother to her daughter, Arianna, who is a senior at Spelman College.



## Research Base

The Valbrun Consulting Group can offer our deep experience providing impactful virtual professional development sessions designed to address leadership standards and align learning outcomes with differentiated activities and experiences for adult learners.

We know that professional learning must address issues that shape a prioritized learning improvement agenda in education impacted by factors such as poverty, diversity, trauma, and the resulting environmental influences in the broader context of race, class, culture, and social justice.

We recognize that this requires the ability to create a transformative culture in schools where students have access to standards-based, rigorous instruction, led by strong instructional leaders who can support classrooms taught by strong teachers who understand how best to serve diverse populations.

To that end, The Valbrun Consulting Group incorporates the research of the Wallace Foundation, specifically in how instructional leadership preparation fits within a districts approach to school improvement. To develop the instructional leadership capacity of district level leaders to directly impact the instructional core, we propose developing professional learning that builds a clear understanding and expertise of teaching and learning and that develops deep understanding of the strategies and best practices for creating culturally responsive school cultures.

This would require that we:

- *Examine the effects of race, class, and culture on a learning community*
- *Identify concrete strategies to promote high student achievement*
- *Learn practices for mitigating opportunity gaps to create inclusive learning environments*

To do so, we use the **Live the Learning** model which allows the participants to cement learning and transfer to others. All Professional Development will include opportunities for participants to:

- **SEE IT:** Through the design of airtight activities that give participants a model to follow
- **NAME IT:** Facilitate substantive sharing that allows participants to draw the conclusion; then name it with formal vocabulary
- **DO IT:** Application and Practice to ensure that participants plan & practice implementing their learning in simulated and real-world experiences
- **REFLECT:** Make neurological connection and provide ample opportunities for participants to reflect

As passionate professionals, we take into careful consideration what is known through research and empirical knowledge regarding the leadership relationship between effective teacher practice and student achievement. Our professional development targets the clear connection between capacity and the academic achievement of students. To that end, we provide a model designed to help leaders improve the effectiveness of teachers and provide the leadership support structures necessary to enable them to meet their individual classroom academic challenges.

Our design is aligned to the Professional Standards for Educational Leaders (formerly the ISSLC standards) and all professional development offerings align learning outcomes with differentiated activities and experiences for participants. For the virtual session we will also share pre-reading research and activities and provide resources using a “flipped classroom” approach to engage participants before, during and after the virtual engagement,

while modeling effective instructional leadership practice. We will also provide a carefully curated electronic toolkit, rich with resources for additional reading and research for participant use.

Learning opportunities are designed to allow for the sharing of best practices, while building a community of practice and support where leaders can use one another as thought partners.

To align professional development outcomes with PSEL Standards we propose the following:

<b>Standard 3.</b>  <b>Equity and Cultural Responsiveness</b>	<ul style="list-style-type: none"><li>• Consider the effects of race, class, and culture on a learning community</li><li>• Examine the beliefs, cultural shifts, and instructional strategies needed to promote high student achievement</li><li>• Learn specific strategies for fostering a positive school culture, valuing diversity, and communicating effectively</li></ul>
---	--

**Presentation Title:** *Leading for Equity: Efficacy and Action in Schools*

**Audience:** District and School Leaders

**Length of Presentation:** 90 minutes

**Learning Outcomes:**

- In this session, we will examine best practice to address the equity imperative in our schools. We will explore the use of a variety of assessment tools to inform long range planning and data collection to determine the current state, develop equity priorities, and create a developmental approach for moving practice and policy to eliminate opportunity gaps and support teacher practice in creating inclusive classroom cultures.

**Essential Questions:**

- How can we as educational leaders, move our schools and districts to become more equitable environments for learning by pushing the conversation from equity and inclusion to social justice and intentional anti-racism?
- How can we look to address diversity, equity, and inclusion, while simultaneously addressing the impacts of racial bias?
- How can we lead ourselves, and others on the Equity journey that makes our schools and districts a place where all children thrive?

**Proposed Costs:**

The Valbrun Consulting Group will apply a fixed rate of **\$3,500.00** for a Virtual Engagement. This amount includes session instructional design planning and preparation, curated materials for the participant toolkit, and session delivery.

We are committed to working within the fiscal constraints of the client and demonstrate a willingness to negotiate the estimate provided and we will maintain flexibility to address needs and will accommodate if additional time or tasks are necessary.

We take great pride in providing a final product that satisfies the leadership needs, and most importantly, will advance achievement for the scholars in Naperville Schools.



DEDICATED TO TEACHERS™

361 Hanover Street  
Portsmouth, NH 03801-3912Phone (603) 431-7894  
Fax (603) 431-7840  
(603) 431-4971

www.pd.heinemann.com

Virtual PD Offering: Custom PD with Author, Sara K. Ahmed

Date(s): 2/26/2021 - 2/26/2021

Location: Naperville, IL

Number of Participants: 297 (per session)

Total Fee: \$3,600

Contact: Rakeda Leaks

Organization: Naperville Community School District

This event will take place on a virtual platform.

The Fee for the Engagement is inclusive of the consultant's fee.

**Contract and Purchase Order is due for the full amount of this agreement by: 1/15/2021. The above date(s) are not secured until Heinemann has received the required purchase order.****ACCEPTED AND AGREED**

DocuSigned by:  
Signed: \_\_\_\_\_ Date: December 28, 2020 | 10:07 AM EST  
A2F1B30447044D4...  
Name (print): Rakeda Leaks Title: Executive Director of Diversity & Inclusion

**COUNTERSIGNED**

DocuSigned by:  
EQ6C8DB3BC574D7...  
Cherie Bartlett, Manager of Professional Development, On-Site



## **AGREEMENT TERMS**

This agreement by and between Heinemann Professional Development and the Client sets forth the agreement between the parties. When used herein, "Agreement" shall be understood to include this agreement, and any attached exhibits or any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

Upon receipt of this Letter Agreement, you shall return by U.S. mail, to Heinemann Professional Development, two (2) copies of this Letter Agreement fully initialed and signed within fifteen (15) business days from the date of issue.

### **1. SERVICES**

Heinemann will provide to Client professional services related to professional development, as set forth more fully in Exhibit A (the "Services") on page one of this Agreement. In performance of the Services at the scheduled event (the "Engagement"), Heinemann will employ a third-party Consultant/Consulting Author, as described in Exhibit A (first page of Agreement).

### **2. FEES**

The Fee, as set forth in Exhibit A, shall be payable as follows:

- (a) Upon execution of this Agreement, Client shall provide a purchase order for the full amount listed on Exhibit A. Purchase Order should be made out to Heinemann, 361 Hanover Street, Portsmouth, NH 03801-3912, Federal ID #06-1154537.
- (b) The signed contract and purchase order shall be mailed to Heinemann Professional Development, 361 Hanover Street, Portsmouth, New Hampshire 03801-3912.
- (c) Client shall pay the invoiced Fee balance to Heinemann within thirty (30) business days following Client's Engagement.
- (d) Client acknowledges and agrees that in certain instances, should the number of participants increase, Client could be charged additional fees, as set forth in Exhibit A.
- (e) All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.

### **3. RIGHT TO CANCEL; REFUNDS**

If, before the date of the Engagement, Heinemann finds that either the Client has failed, neglected or refused to perform any other contract with Heinemann or the Client's financial credit has been materially impaired, then Heinemann shall have the right to cancel this Agreement upon notice to Client.

- (a) In the event that the Client cancels this Agreement within sixty (60) days of the scheduled Engagement, for any reason other than as set forth below, Client shall be fully liable for the Fee. The parties acknowledge and agree that payment of the Fee upon improper cancellation shall serve as liquidated damages and not as a penalty, to compensate Heinemann for lost income due to the time reserved in good faith by Heinemann to undertake their obligations with respect to the Engagement.

### **4. FORCE MAJEURE**

No party shall have any liability to another in the event of the cancellation of the Engagement if such cancellation is caused by or due to the physical disability of the Consultant/Consulting Author, or acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack or threats, government warnings, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure" the parties will attempt to reschedule the Engagement, or if rescheduling is not feasible or desirable, Heinemann will refund any Fee paid with respect to the cancelled presentation, but Client shall remain liable for any out of pocket expenses reasonably and necessarily incurred by Heinemann or the Consultant/Consulting Author in accordance with this Agreement. In the event of Force Majeure, please contact Marie Calvi as soon as possible at [marie.calvi@heinemann.com](mailto:marie.calvi@heinemann.com).



5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

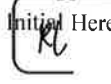
This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

DS  
Initial Here  


# INVOICE

Date: February 13, 2021

Invoice # 121

Nancy F. Goodfellow

2201 Brown Court

Naperville, IL 60565

630-803-9473

nancyfgoodfellow@gmail.com

TO Naperville School District 203

203 West Hillside Road

Naperville, IL 60540

Description	Date	Fee
Disability Awareness Presentations to Educators at D203 County-wide Equity and Inclusion Conference	February 26, 2021	\$450.00

Payment Due Upon Receipt  
Total Amount Due: \$450.00

Please make all checks payable to Nancy F. Goodfellow  
Thank you for the opportunity!



22 Mauricet Lane  
Asheville, NC 28806  
ph: (703) 593-9353  
email: gorski@EdChange.org  
web: www.EquityLiteracy.org/

## **Scope of Work/Proposal**

November 18, 2020

### **Summary of Fee and Expenses**

<b>Service</b>	<b>Cost</b>	<b>Notes</b>
90-minute workshop on educational equity for students and families experiencing poverty on February 26	\$2,500	
<b>TOTAL</b>	<b>\$2,500</b>	<b>Payable to Equity Literacy Institute LLC</b>

Signed:

Paul C. Gorski, Director, Equity Literacy Institute  
EIN: 45-5051738



## **PROFESSIONAL SERVICE AGREEMENT**

This Professional Service Contract Agreement (hereinafter "Agreement"), is made effective as of January 28, 2021 by and between the following parties: Naperville School District 203 and Emdin Support Services LLC, organized under the laws of the state of New York.

Hereinafter, "Event Host" will refer to and be used to describe the following party: Naperville School District 203. "Speaker" will refer to and be used to describe the following party: Christopher Emdin, a speaker with Emdin Support Services LLC. Event Host and Speaker may be referred to individually as "Party" and collectively as the "Parties."

### ***RECITALS:***

*WHEREAS, Even Host wishes to engage Speaker to speak at the event ("Event"), as discussed more fully below:*

*WHEAREAS, Speaker has the skills, qualifications, and expertise required to provide the speaking services at the Event ("Speaking Services");*

*WHEREAS, Speaker's specific subject-matter expertise is in the area in which Speaker will be speaking and is as follows:*

*TBD*

*WHEREAS, Speaker wishes to render the Speaking Services to the Event Host at the Event;*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*

#### **ARTICLE 1- SCOPE:**

This agreement sets forth the terms and conditions whereby Speaker agrees to provide the Speaking Services at the Event. Speaker will be engaged for the limited purpose of providing the Speaking Services.

Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Neither Party shall have the power to control the activities and operations of the other. The Parties' status at all times will continue to be that of an independent contractor relationship.

#### **ARTICLE 2- DESCRIPTION OF SERVICES:**

The Event Host hereby engages the Speaker, and the Speaker accepts such engagement to provide the Speaking Services. Specifically, the details of the Speaking Services as follows:

**NAME of Event (the "Event"):** Virtual Keynote presentation

**DESCRIPTION of Event:** 90-minute virtual keynote presentation

**Date of Event:** February 26, 2021

**Time of Event:** 9:15 am-10:45 am CST

#### **ARTICLE 3- PAYMENT:**

The Event Host agrees to pay the Speaker for the Speaking Services in the amount of \$8000. This fee shall be payable in full within 30 days from the Date of Event. The Speaker agrees to supply the Event Host with an invoice and W-9 for the Speaking Services prior to the disbursement of payment.

#### **ARTICLE 4- TRAVEL AND EXPENSES:**

N/A.



#### **ARTICLE 5- SUPPORT SERVICES:**

Event Host will market all aspects, including Speaker and Speaker Services in advance of the Event.

#### **ARTICLE 6- SPEAKER WARRANTIES:**

Speaker represents and warrants that Speaker has the knowledge, skills, and experience necessary to perform the Speaking Services. Speaker agrees that during the term of this Agreement, Speaker will perform the Services at the request of the Event Host. The Event Host agrees not to alter the agreed-upon Speaking Services unless the alterations are made in writing, signed by both Parties, and notated on this contract.

#### **ARTICLE 7- NONEXCLUSIVITY:**

Speaker may be engaged or employed in any other business, trade, profession, or other activity which does not place Speaker in a conflict of interest with the Event Host, even if Speaker is engaged in any business activities that do or may compete directly with the business of the Event Host.

#### **ARTICLE 8- CANCELLATION:**

In the event that either Party wishes to cancel this Agreement, the Parties agree to give at least the following amount of notice: 2 weeks.

This Agreement may also be immediately terminated in the event that there is a breach of the terms of this Agreement by either Party. This agreement will also immediately terminate upon the death of the Speaker or Event Host, the inability of the Speaker to perform the services because of a sudden and medically documented physical or mental disability, or the filing of any petition by or against the Event Host or Speaker under federal or state bankruptcy or insolvency laws.

#### **ARTICLE 9- TERM:**

This agreement will automatically terminate at the completion of the Speaking Services at the Event.

#### **ARTICLE 10- INTELLECTUAL PROPERTY:**

In accordance with the terms and conditions of this Agreement, each Party may create certain intellectual property ("Created IP"), including but not limited to notes, videos, documents, plans, drawings, specifications, reports, advise, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Speaking Services. Unless the Parties otherwise agree, any such Created IP generated by the Speaker shall belong to the Speaker and any such Created IP generated by the Event Host shall belong to the Event Host.

#### **ARTICLE 11- PROMOTIONAL MATERIAL**

Event Host has the right to use the Speaker's biography and photo for promotional purposes for this Engagement. Speaker's participation in this Engagement may not be publicized by the Event Host until this Agreement is fully executed by both parties. It is understood that the Speaker is not endorsing the Event Host, the sponsoring organization or any party affiliated therewith and shall not be advertised or promoted as doing so.

#### **ARTICLE 12- USE OF SPEECH**

Speaker grants the Event Host the right to videotape the Speaker's speech for internal use only. Speech access shall only be granted to members of the Event Host's organization by password. Speaker's entire speech shall not be accessible on any social media outlets. Speaker can grant the Event Host the right to use up to 5-minutes of the Speaker's speech on social media if requested as outlined in "NOTICES."

#### **ARTICLE 13- INDEMNIFICATION:**

Speaker and Event Host shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgements, interest, awards, penalties, fined, cost, or expenses of whatever kind (including reasonable attorney's' fees) arising out of or resulting from bodily injury, death of any person, damage, real or tangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

#### **ARTICLE 14- FORCE MAJEURE:**

Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

#### **ARTICLE 15- SURVIVAL:**

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

#### **ARTICLE 16- DISPUTE RESOLUTION:**

In case of dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolutions attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of New York. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Speaker will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

#### **ARTICLE 17- GOVERNING LAW:**

This Agreement shall be governed by and constructed in accordance with the internal laws of New York State without giving effect to any choice or conflict of law provision or rule.

#### **ARTICLE 18- BENEFIT:**

This Agreement shall be binding upon and shall inure to the benefit of each of the Parties hereto, and to their respective heirs, representatives, successors, and assigns.

#### **ARTICLE 19- NOTICES:**

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notices") shall be delivered by e-mail or at the address which the Parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notices effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notices has complied with the requirements of this Section.

## ARTICLE 20- ENTIRE AGREEMENT; MODIFICATION:

The agreement embodies the entire agreement between the Speaker and Event Host relating to the subject matter hereof. This Agreement may be changed, modified or discharged only if agreed to in writing by both Parties.

*IN WITNESS WHEREOF, the Parties execute this Agreement as follows:*

**EVENT HOST:** Naperville School District 203

Representative Name: Janne Willard  
Representative Signature: [Signature]  
Representative Title: Asst. Superintendent of Curriculum & Instruction  
Date: 1/22/21

**SPEAKER:** Emdin Support Services LLC

Representative Name: Ebone Brown  
Representative Signature: [Signature]  
Representative Title: Chief Operating Officer  
Date: 1/29/2021

Dr. Lourdes  
Seminar Leader, Motivational  
Speaker, Researcher, and Author



## INVOICE

Wherever there is a gap, we will build a bridge.

Date: 02/10/2021  
INVOICE # 022621

Dr. Rakeda A. Leaks  
(pronouns: she/her/hers)  
Executive Director of  
Diversity & Inclusion  
203 West Hillside Rd.  
Naperville, IL 60540

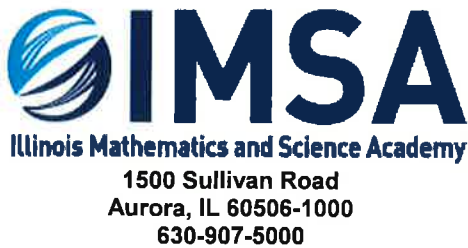
Salesperson	Job	Payment Terms	Due Date
Dr. Lourdes Allen	Hispanic Academic Achievement Consultant and Parent Empowerment Specialist	Due on receipt	02/26/21

Qty	Description	Unit Price	Line Total
1	The delivery of a virtual-life 90-minute staff development seminar titled, "Hispanic Parent Involvement: Implementing Successful School Hispanic Parent Involvement Programs"	1,500.00	1,500.00
	The pre-service meetings, planning, preparation time and the copyrights of all the instructional materials used during the training session	Included in the Unit Price	
Subtotal			1,500.00
Sales Tax			
Total			1,500.00

Please, make the check payable to Dr. Lourdes Allen.  
16785 Murcott Blvd. Loxahatchee, FL 33470

*Thank you for your business!*

*I am looking forward serving your school district in a near future.*



# Invoice

DATE

2/22/2021

NUMBER

IMSA21002

Customer ID: 400-NapervilleCUSD20

**Billing Address**

Naperville CUSD 203  
203 West Hillside Road  
Naperville, IL 60540

**Customer/Service Address**

Naperville CUSD 203  
203 West Hillside Road  
Naperville, IL 60540

Attention: Cheri Feightner

**Comment:**

IMSA's Dr. Adrienne Coleman will be facilitating a session for Naperville 203, Equity Institute Workshop on 02/26/21.

Charge Date	Description	Fixed Charge	Quantity	Unit Price	Amount
2/22/2021	21Educator Professional Development Services- Equity-mindedness: Identifying and Interrupting Implicit Bias through Courageous Conversations. The workshop will be rooted in Inclusive Excellence and approached through an Equity-Minded Lens.	\$1,000.00	0.00	0.00	\$1,000.00

Payment Terms: Net	30 Days	Total:	\$1,000.00
--------------------	---------	--------	------------

**Customer ID:** 400-NapervilleCUSD20**Customer Name:** Naperville CUSD 203**Invoice Number:** IMSA21002**Invoice Date:** 2/22/2021**Invoice Total:** \$1,000.00**Make check payable to:**

Illinois Mathematics and Science Academy

**Remit payment to:**

Illinois Mathematics and Science Academy  
ATTN: Office of Business and Financial Services/ Ann Donohue  
1500 Sullivan Road  
Aurora, IL 60506-1000



# Naperville Community Unit School District 203 - Keynote with Elena Aguilar - February 26, 2021

Prepared on December 7, 2020 - Reference: 20201207-153020143

## Naperville Community Unit School District 203

203 West Hillside Road  
Naperville, IL 60540  
United States

## Jayne Willard

Assistant Superintendent for Curriculum and Instruction  
jwillard@naperville203.org

## Comments

Acceptance of this proposal, as indicated by your signature, serves as a binding contract. However, if your organization uses a standard contract, please also prepare and send our way to finalize the contracting process.

We will continue to hold the dates for you for one month. If we do not receive the signed proposal or a contract within a month of having agreed upon the quote, we will release the dates.

Debbie Daly - Client Experience Specialist at Bright Morning Consulting



## Products & Services

### 90 Minute Interactive Keynote

1 x \$12,000.00

Date: February 26, 2021

Time: 11:00 am - 12:30 pm Central  
9:00 am - 10:30 am Pacific

Presented by Elena Aguilar

Topic: "Building Equitable Schools - How to Make Every Conversation Count"

Every conversation can be one that creates more equity and justice in our schools. In this keynote, Elena shares communication strategies that create connection between people, expand perspective and understanding, and cultivate critical thinking.



One-time subtotal

\$12,000.00

**Total****\$12,000.00**

This quote expires on January 6, 2021.

### Purchase Terms

Once contract is received, cancellation policy is as follows:

- Cancellation 30+ days in advance, 20% of total cost will be charged.
- Cancellation between 15-30 days before event, 50% of total cost will be charged.
- Cancellation 14 days or less, total cost will be charged.

Price includes the ability for client to record the presentation and maintain for their own internal use with the agreement it may never be used for profit or shared outside of the client organization.

Payment due upon completion of service.

Signature

Signature

12.14.20

Date

Printed name

## Questions? Contact me



**Debbie Daly**

Client Experience Specialist

debbie@brightmorningteam.com

+1 (509) 301-4169



**Bright Morning Consulting**

5708 Grisborne Ave

Oakland, CA 94611

US

**Michael Sadowski  
276 Primrose Hill Road  
Rhinebeck, NY 12572**

**Phone: 617-642-5391**

February 23, 2021

TO: Naperville SD 203

FROM: Michael Sadowski

RE: 2021 Equity Institute

Please remit honorarium as follows:

For two sessions based on book *Safe Is Not Enough* at 2021 Equity Institute on  
February 26

@ \$300 per session

Total Amount Due: \$600.00