

# A Necessary Debrief- District 200 Board Dynamics & America to Me

## SEMINAR/WORKSHOP AGREEMENT

THIS SEMINAR/WORKSHOP AGREEMENT (Agreement) is made and entered into this 30th day of January, 2019 (Effective Date) by and between [REDACTED], being an individual Illinois resident and sole proprietor (Presenter), and School Board of OPRFHS/District 200 (the Organization), an Illinois not-for-profit organization located at 201 Scoville Ave, Oak Park, IL 60302. The name "Organization" is expressly defined in this Agreement to include all shareholders, directors, officers, members, managers, agents, representatives, and subsidiaries and affiliated entities of The School Board of OPRF/District 200. The Presenters and the Organization are each individually a party or Party to this Agreement. Collectively, each of the Presenters and the Organization are the parties or Parties to this Agreement.

### RECITALS

- A. The Presenter is a facilitator, trainer, and educator offering workshops and programming in matters relevant and impactful to the individual and collective professional development of the Organization's participants.
- B. The Organization seeks to facilitate the professional development of its participants through the Presenters' programming.

THEREFORE, in consideration of the mutual promises set forth below, it is agreed as follows:

- 1. Identifications, Definitions, and Recitals are Contractual. The above identifications, definitions, and recitals are contractual in nature, and are agreed by, and intended to be binding between the parties.
- 2. Consideration. As consideration for the covenants and obligations set forth in this Agreement, the parties agree as follows:

- a. Workshop(s). Stacey A. Gibson will present one ~~or more~~ facilitation seminar to no more than 20 School Board of OPRFHS/District 200 participants and/or affiliates on the following dates and at the following times:

February 11<sup>th</sup> 2019 from 5:30p-9:30p

_____	_____
_____	_____

- b. Payments. The Organization will pay to the presenter, Stacey Gibson, a total amount of (SEE BELOW) The School Board of OPRFHS/District 200 will pay the balance due according to the following schedule; 100% of balance due to be paid to Stacey A. Gibson, and, if applicable, licensing fees to be paid as indicated below or as communicated and directed via email under paragraph e of this Section, 2:

\$3,600 total- see allocations =>

licensing fees N/A

\$2,400 to be paid by or before 3.11.2019
\$1,200 to be paid by or before 07.15.2019

Material not to be licensed or reused

\*to avoid \$100 late fees, please submit payment on or before above stated dates

- c. **Cancellation & Payment Policy:** School Board of OPRFHS/District 200 acknowledges and understands that before any initial workshop date, Stacey A. Gibson engages in considerable preparation, must obtain non-refundable licenses and permissions, and may turn away alternative consulting opportunities in the name of the Presenters' commitments to School Board of OPRFHS/District 200. Thus, School Board of OPRFHS/District 200 understands and agrees that this Agreement may not be terminated and that scheduled workshops may not be cancelled after 7 days prior to the first scheduled workshop date listed above; full payment of total amount payable by School Board of OPRFHS/District 200 to Presenter/Stacey A. Gibson, including but not limited to all workshop fees and licensing and permissions costs, is non-refundable as of such time/date- **February 4, 2019**. For effectiveness, workshop dates are intended to progress in a certain manner and within a certain time frame, under the Presenters' control and direction and according to the Presenters' sole discretion. Any requested workshop rescheduling will be accommodated solely according to the Presenters' discretion and availability. The payment schedule listed above is not alterable, regardless of any rescheduling adjustments. If School Board of OPRFHS/District 200 must reschedule, an additional rescheduling fee of \$250 must be paid to the Presenter at the conclusion of the seminar. If the Presenter, Stacey A. Gibson, becomes unavailable in the case of emergency, she will provide two alternate dates not to extend beyond two months from the original contractual date to offer the presentation. Both parties will agree on one of the two dates and the workshop will be offered as scheduled. The Presenter does not rescind fees. Collection of the fees as stated in section 2b of page 1 will be upheld and followed.
- d. **Copyright.** School Board of OPRFHS/District 200 understands and agrees that the workshops may, and likely will, involve the presentation and discussion of certain copyrighted works and materials, and that any works and materials presented by the Presenter during, before, after, or in connection to the workshop(s) are either the exclusive property of the Presenters or are being utilized by the Presenters under specific licensing rights or permissions given exclusively to the Presenters by the authors of the works or materials, and that such licenses and permissions are generally obtained via fees paid to the authors of the copyrighted works. **As such, the Organization agrees to pay to the Presenter at such times and in such fashion as may be listed in this Agreement or communicated and directed via email, to be included under and as a part of this Agreement, any and all copyright licensing and permission fees required to be paid to the authors of applicable works as shall enable the Presenters to present the workshop(s). Because School Board of OPRFHS/District 200 has not been given permission to reproduce any of the Presenter's work there are no additional licensing fees owed to the Presenter from School Board of OPRFHS/District 200. Please refer to section B. The School Board of OPRFHS/District 200 understands and agrees that the author(s) of the copyrighted works have exclusive rights to direct and control the use of their works and may narrowly direct and control any and all uses. Thus, the School Board of OPRFHS/District 200 understands and agrees that it and its participants have no rights to, and will not, make copies or in any way reproduce, prepare derivatives of, distribute, transfer, sell, lease, rent, loan, perform, or display any works or materials presented or utilized during the workshop(s). The School Board of OPRFHS/District 200 understands and agrees that Stacey A. Gibson must strictly adhere to any and all licensing terms and underlying understandings upon which are based author permissions to use copyrighted works and materials, and the Organization agrees that the School Board of OPRFHS/District 200 and its participants do and will in every way abide by such terms and understandings.**
- e. **Trade Secrets.** The School Board of OPRFHS/District 200 understands and agrees that the workshop(s) have been developed under and according to unique and proprietary processes by the Presenter, and that the workshops and related formatting, techniques, trainings, methodologies, systems, approaches, processes, materials, presentations, and facilitations are each and all part and parcel of proprietary processing and materials developed and owned by, all right, title, and interest to be controlled exclusively and solely by, and belonging exclusively to, Stacey A. Gibson, jointly, that these are the Presenters' Trade Secrets, that it is these Trade Secrets, at least in part, that make the workshops desirable, and that these Trade Secrets are to be held, kept, and protected as Confidential Information owned exclusively by, and all right, title, and interest belonging

exclusively to, the Presenter, Stacey A. Gibson (Confidential Information). The School Board of OPRFHS/District 200 understands and agrees that through and throughout the workshop(s), it and its participants will experience and be privy to certain of the Presenters' Trade Secrets, that it and its participants will protect and keep confidential the Presenters' Trade Secrets, refraining from discussing or describing to others who have not participated in the workshops the Presenters' workshops, formatting, techniques, trainings, methodologies, systems, approaches, processes, materials, presentations, and facilitations. The School Board of OPRFHS/District 200 agrees that it and its participants will not, directly or indirectly, whether acting on its, their, her, or his own behalf or as agent, representative, employer, employee, officer, director, member, manager, consultant, affiliate, or in any capacity in concern with or on behalf of any other person or entity, disclose any Confidential Information to any other person, firm, corporation, company, entity, group, organization, or association for any purpose without the prior written consent of the Presenter Stacey A. Gibson, and will not, directly or indirectly, for its, their, her, or his own benefit or the benefit of any other person, firm, corporation, company, entity, group, organization, or association disclose or use Confidential Information for any purpose without the prior written consent of the Presenter/Stacey A. Gibson. Stacey A. Gibson does not grant permission for any part of her work, workshop, methodology, or approach to be recopied, redistributed, reenacted, and reproduced in any format. The material generated in, and resulting from this workshop is not available for licensure by the Organization.

- f. **Sensitive Responses.** The School Board of OPRFHS/District 200 understands and agrees that the ideas, materials, and topics presented throughout the workshop(s) may be sensitive and may elicit discomfort or emotions in and from workshop participants. The School Board of OPRFHS/District 200 understands and agrees that the Presenter is not a therapist, that it and its participants, regardless of sensitivity and comfort level, are expected to and will participate constructively throughout all programming, and that it and its participants, alone, are each individually responsible for tending to and meeting their own whole health needs and well-being in such ways as are constructive for themselves, other participants, and the group as a whole. The School Board of OPRFHS/District 200 and/or its affiliates and participants who are present agree not to bring legal action against the Presenter, Stacey A. Gibson. The School Board of OPRFHS/District 200 is solely responsible for providing to its participants, at minimum, one licensed and practicing mental health practitioner for the duration of all contact with the presenter, Stacey A. Gibson, in the instance immediate intervention is needed. The Organization/ School Board of OPRFHS/District 200 assumes all liability in the event of a participant's desire to bring litigation as a result of the seminar/professional development workshop.
  - g. **Professional Development.** The Organization/ School Board of OPRFHS/District 200 understands and agrees that the Presenter/Stacey A. Gibson does and will make every effort to facilitate impactful professional development opportunities, seminars, or workshops for the Organization and its participants, but that true development can come only from the Organization's and its participants' willingness toward and commitments to honest self-reflection and sustained individual and communal growth. The School Board of OPRFHS/District 200 and its participants agree that all are committed to such sustained individual and communal development.
3. **Remedies.** The Parties agree that the remedy at law for breach of any term or provision of section 2, paragraph e, of this Agreement is and will be inadequate, and that the damages flowing from any such breach are not readily susceptible to being measured in monetary terms. Accordingly, the Parties agree that any such breach entitles each or both of the Presenters to immediate injunctive relief and a temporary order restraining any threatened or further breach. The Parties further agree that nothing contained in this Agreement is deemed to limit the Presenters' remedies at law or in equity for any breach arising out of, under, or in connection to, this Agreement.
  4. **Enforceability.** The Parties agree that this Agreement is binding upon, inures to the benefit of, and is enforceable by, the Presenters and their successors and assignees.

- 5. **Headings.** The Headings contained in this Agreement are for convenience only, and are not intended by the Parties to affect in any way the interpretation of any section or provision of this Agreement or of the Agreement itself.
- 6. **Construction.** The Parties agree that words and phrases used herein, including any acknowledgment hereof, shall be construed and applied flexibly as in the singular or plural number, or masculine, feminine, or gender neutral, as the context upon interpretation or application so requires, and shall not be used to strictly limit any interpretation or application.
- 7. **Waiver.** The waiver of any breach of any term, covenant, or condition of this Agreement is not and will not be deemed a waiver of any other term, covenant, or condition, nor of any subsequent breach of the same or any other term, covenant, or condition. All remedies are cumulative.
- 8. **Integration and Amendment.** This Agreement supersedes all prior offers, negotiations, or agreements between the Parties concerning any and all terms expressed herein. This Agreement contains the complete understandings between the Parties concerning any and all such terms, and may only be amended in writing executed by all Parties.
- 9. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect any other term or provision of this Agreement, and the remaining terms and provisions will continue in full force and effect as if the unenforceable term or provision did not exist. A court of competent jurisdiction may modify any such objectionable provision to make it valid and enforceable to such effect as is closest to the provision being modified.
- 10. **Governing Law and Choice of Forum.** This Agreement, any amendments to this Agreement, and any dispute, claim, or cause of action arising under or in connection to this Agreement, including all matters of construction, validity, and performance, are governed exclusively by the terms of this Agreement and construed in accordance with Illinois law, without regard to its conflict of laws rules. Illinois State and Federal courts have exclusive jurisdiction over, and are the exclusive forums for, any dispute, claim, or cause of action arising under or in connection to this Agreement.
- 11. **Survival.** The Parties agree Section 2, paragraph e, of this Agreement does and will continue indefinitely, and does and will survive any termination or conclusion of this Agreement.
- 12. **Counterparts.** This Agreement may be signed and executed by the parties in any number of counterparts, which counterparts may be produced as copies of a paper version or printed from a digital version of this Agreement; each such counterpart when so executed shall be deemed to be an original and all such counterparts together shall constitute one and the same Agreement.

IN WITNESS AND AFFIRMATION WHEREOF, and intended to be legally bound, the Parties hereby execute this Agreement:

School Board of CPRFHS/District 200

[Redacted Signature]

Date 2/11/19

Presenter: [Signature]  
[Redacted Signature]

Date 01.30.2019