



EAST PRAIRIE SCHOOL DISTRICT #73

Natalie Braca, FOIA Officer

7620 East Prairie Road

Skokie, IL 60076

Ph. 847-673-1142 Fax. 847-324-4367

www.eps73.net

SENT VIA-MAIL

Response to FOIA Request For Records Under the Illinois Freedom of Act Information

TO: Thomas Hayden thayden@gmail.com

DATE: November 7, 2022

On October 31, 2022, you requested information pursuant to the Freedom of Information Act. Your request has been forwarded to the undersigned District 73 Freedom on Information Officer, for response pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. (the "ACT"). In accordance with Section 3(c) of the Act, this response is provided to your request within five working days of the receipt of your request.

You requested the following records:

Copies of the following documents (or documents containing the following information) be provided from East Prairie School District 73:

- Any contracts signed between District 73 and Biz Lindsay-Ryan or entities affiliated on her behalf (such as LLCs or Corporations)
- Documentation indicating the scope of work to be performed by Ms. Lindsay-Ryan.
- Any salary or compensation information regarding work performed by Ms. Lindsay-Ryan.
- Copies of materials or slides used in any presentations given to District 73 by Ms. Lindsay-Ryan.

Attached you will find information that you requested in a pdf file.

In response to your FOIA request for copies of materials or slides we cannot produce the materials and your response should refer to Section 6 Copyrights and Section 9 Intellectual Property. We are prevented from providing requested materials because they are owned and remain the property of the Ms. Lindsay-Ryan. We can only use them internally.

Regards,

Natalie Braca

Natalie Braca
East Prairie School District 73
FOIA Officer

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into by and between LR Consulting LLC ("Contractor"), and East Prairie District 73 ("School"), collectively referred to as the "Parties."

Whereas, East Prairie District 73 entered into an independent contractor agreement with Elisabeth Lindsay-Ryan ("Lindsay-Ryan") on or about June 22nd, 2022 and with Contractor on or for Contractor to provide services to East Prairie District 73;

Whereas, School hereby engages Contractor as an independent contractor to perform diversity-related consulting and training services for School, including but not limited to continuing to work with School Climate Team, Contractor hereby agrees to provide such services, upon the terms and conditions in this Agreement.

The Parties now hereby agree as follows:

Description of Services.

- a. Contractor and East Prairie District 73 agree that Contractor will perform any of the following tasks for School or other diversity-related consulting or training services as mutually agreed upon by the Parties ("Consulting Services")
 - i. Professional Development
 1. Provide professional development to employees of East Prairie District 73 during the Term of the Agreement (as defined in Paragraph 2). This will be determined at East Prairie District 73.
 - ii. Model for Climate Team
 1. Climate Team
 - a. Provide and design trainings for Climate Team
 - b. Design toolkit and other materials for Climate Team
 - c. Support Climate Team
- b. Contractor and East Prairie District 73 will work together in good faith to reach a consensus as to the sequencing and scope of the Consulting Services.
- c. Date: Contractor shall provide Consulting Services on the following date(s):

Climate & Equity Team

Wednesday, 10/19 12:30-3:30pm
Tuesday, 12/20 8:30-11:30am
Wednesday, 3/15 12:30-3:30pm
Wednesday, 5/24 8:30-11:30am

Staff PD

Wednesday, 10/19 7:45-8:40am
Wednesday, 11/30 7:45-8:40am
Wednesday, 2/8 7:45-8:40am
Wednesday, 5/3 7:45-8:40am

- d. Duration: Contractor shall provide Consulting Services for 25 hours
- 2. Location: Contractor shall perform Consulting Services at East Prairie District 73

3. Consulting Fees

- i. Consulting Fees: East Prairie District 73 shall pay Contractor a total of eight thousand seven hundred and 50 dollars (\$8,750) ("Consulting Fees") in exchange for twenty-five (25) hours of its time ("Estimated Hours") during the Term of this Agreement.

- b. Payment Schedule: School shall pay Contractor the specified amounts on the following dates:

- 1. September 2, 2022: \$4,375
- 2. January 13, 2023: \$4,375

- i. Additional Hours: On or before June 30, 2023, Contractor shall submit an invoice to if Contractor has worked for in excess of the Estimated Hours in providing Consulting Services ("Additional Hours"). East Prairie District 73 shall pay Contractor at the hourly rate of \$350 ("Hourly Rate") for the Additional Hours, which is a discount of Contractor's usual and customary hourly rate. Within thirty (30) days of receiving the invoice for Contractor's Additional Hours, East Prairie District 73 shall pay Contractor at the Hourly Rate for each Additional Hour up to a maximum of ten (10) additional hours.

- a. Expenses. Skokie School District 68 agrees to reimburse Contractor for up to \$500 for reasonable costs and expenses ("Expenses") incurred by Contractor in the course of providing Consulting Services to East Prairie District 73. Within

thirty (30) days of receiving an invoice with supporting documentation from Contractor, East Prairie District 73 shall reimburse Contractor for its Expenses.

4. **Materials.** Contractor and School will collaborate to determine whether sessions will occur in person or via zoom. At training sessions conducted by Contractor in person, School will provide Contractor with the following:
- a. Podium
 - b. Small table for materials.
 - c. A laptop (PC) and screen for projection. The laptop must contain the following: PowerPoint capabilities; Internet access; audio connections to play clips; and clicker to advance slides
 - d. Flip chart & stand, markers

5. **Representations and Warranties.**

- a. Contractor represents and warrants the following:
 - i. That Contractor has the skills and experience needed to perform the Consulting Services for East Prairie District 73;
 - ii. That Contractor can perform the Consulting Services without violating any other agreement or obligation of Contractor; and
 - iii. That Contractor is not engaged in any litigation, arbitration, or other proceeding or investigation that could reasonably be expected to have any adverse effect on Contractor's ability to perform the Consulting Services set forth in this Agreement.
- b. East Prairie District 73 represents and warrants the following:
 - i. That it has the authority to enter into this Agreement under all applicable provisions of the Illinois Law, and any other applicable law or regulation;
 - ii. That the Assistant Superintendent has the authority to negotiate, approve, and bind East Prairie District 73 to this Agreement;
 - iii. That this is a contract for services with Contractor, the managing member of which is an individual who possesses a high degree of professional skill where the ability or fitness of the individual plays an important part;
 - iv. That East Prairie District 73 designates the Assistant Superintendent to administer this Agreement and oversee Contractor's performance of the Consulting Services; and

- v. That it will provide Contractor with the necessary support and direction to Contractor to allow it to fulfill its obligations under this Agreement.

6. **Copyrights.**

- a. In the course of providing services to East Prairie District 73, Contractor may invent, design, or create in areas directly or indirectly related to diversity related support services. All of Contractor's work product shall be owned exclusively by Contractor, and School shall have a non-exclusive license to use the materials solely for its internal purposes without the right to sublicense. Contractor and East Prairie District 73 agree that any materials, information, or deliverables prepared by Contractor shall not be considered a work made for hire. Contractor shall have the sole and exclusive right to create or use any derivative work based upon the work product, and nothing herein shall be read as limiting its right to offer for sale, sell, license, or otherwise use or transfer any work product in any form for any other commercial purpose.
- b. To the extent that East Prairie District 73 provides Contractor's work product to a third party and East Prairie District 73 or the third party revises the work product to prepare a derivative work, East Prairie District 73 shall provide or obtain a non-exclusive license granting Contractor the right to use the derivative work.

7. **Limited Use.** During the Term of this Agreement, East Prairie District 73 shall have the limited right to use Contractor's name, professional qualifications, and image for the sole purpose of identifying Contractor as providing Consulting Services to East Prairie District 73.

8. **Non-Exclusive Agreement.** During the Term of the Agreement, Contractor may perform work on behalf of persons and entities other East Prairie District 73.

9. **Intellectual Property.**

- a. In the course of providing services to Organization, Contractor may invent, design, or create in areas directly or indirectly related to diversity-related support services ("Work Product"). All of Contractor's Work Product shall be owned exclusively by Contractor. Contractor and Organization agree that any materials, information, or deliverables prepared by Contractor shall not be considered a work made for hire. Contractor shall have the sole and exclusive right to create or use any derivative work based upon the Work Product, and nothing herein shall be read as limiting its right to offer for sale, sell, license, or otherwise use or transfer any work product in any form for any other commercial purpose.

b. Organization shall have a non-exclusive license to use the materials solely for its internal purposes without the right to sublicense. Organization shall not have the right to record or reproduce Contractor's Consulting Services in any format.

10. **Independent Contractor.** In performing services for Organization under this Agreement, Contractor shall act as an independent contractor with respect to Organization and not as its employee.
11. **Taxes.** Contractor agrees that it is solely responsible for reporting, withholding, and/or paying any and all employment-related taxes, payments, and/or withholdings for any payments from Organization for Consulting Services. Organization shall issue Contractor a Form 1099 for the Consulting Fee.
12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
13. **Severability.** Should any provision of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
14. **Assignment.** No Party may assign or subcontract its rights or obligations under this Agreement.
15. **Entire Agreement and Notice.** This Agreement contains the entire understanding of the Parties and may not be amended without the written consent of both Parties. This Agreement supersedes any and all prior agreements and understandings.
16. **Knowing and Voluntary Agreement.** The Parties have carefully read all parts of this Agreement and fully understand their meaning. The Parties understand that this Agreement is legally binding, and affirm that the Parties are entering into it voluntarily.
17. **Signature.** This Agreement may be executed and delivered in counterparts, and executed copies may be delivered by facsimile or electronic mail.

LR Consulting LLC

By _____

Elisabeth Lindsay-Ryan
Managing Member of LR Consulting LLC
[REDACTED]

By _____

T. Gavin

TIMOTHY GAVIN
CSBO

EAST PRAIRIE SD73

Evanston, IL 60202

Date: 6-23-22

Date: 6-23-22

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into by and between LR Consulting LLC (“Contractor”), and East Prairie District 73 (“School”), collectively referred to as the “Parties.”

Whereas, East Prairie District 73 entered into an independent contractor agreement with Elisabeth Lindsay-Ryan (“Lindsay-Ryan”) on or about April 26th, 2021 and with Contractor on or for Contractor to provide services to East Prairie District 73;

Whereas, School hereby engages Contractor as an independent contractor to perform diversity-related consulting and training services for School, including but not limited to continuing to work with School Climate Team, Contractor hereby agrees to provide such services, upon the terms and conditions in this Agreement.

The Parties now hereby agree as follows:

Description of Services.

- a. Contractor and East Prairie District 73 agree that Contractor will perform any of the following tasks for School or other diversity-related consulting or training services as mutually agreed upon by the Parties (“Consulting Services”)
 - i. Professional Development
 1. Provide professional development to employees of East Prairie District 73 during the Term of the Agreement (as defined in Paragraph 2). This will be determined at East Prairie District 73.
 - ii. Model for Climate Team
 1. Climate Team
 - a. Provide and design trainings for Climate Team
 - b. Design toolkit and other materials for Climate Team
 - c. Support Climate Team
- b. Contractor and East Prairie District 73 will work together in good faith to reach a consensus as to the sequencing and scope of the Consulting Services.

c. Date: Contractor shall provide Consulting Services on the following date(s):

All dates at East Prairie in atrium or boardroom unless noted:

May 25: 9:00-10:00 am - Admin team (Zoom)

June 24: 12:30-3:00 pm - Climate and Equity team

October 12: 12:30-3:00 pm - Climate and Equity team

October 27: 7:45-8:45 am - whole staff

December 7: 12:30-3:00 pm - Climate and Equity team

December 8: 7:45-8:45 am - whole staff

February 15: 12:30-3:00 pm - Climate and Equity team

March 4: 8:00-10:00 am - whole staff

April 26: 12:30-3:00 pm - Climate and Equity team

May 11: 7:45-8:45 am - whole staff

Other dates TBD

d. Duration: Contractor shall provide Consulting Services for 50 hours

e. Location: Contractor shall perform Consulting Services at East Prairie District 73

2. Consulting Fees

i. Consulting Fees: East Prairie District 73 shall pay Contractor a total of fifteen thousand dollars (\$15,000) ("Consulting Fees") in exchange for fifty (50) hours of its time ("Estimated Hours") during the Term of this Agreement.

b. Payment Schedule: School shall pay Contractor the specified amounts on the following dates:

1. September 1, 2021: \$5,000
2. January 5, 2021: \$5,000
3. May 4, 2021: \$5,000

i. Additional Hours: On or before June 30, 2022, Contractor shall submit an invoice if Contractor has worked in excess of the Estimated Hours in providing Consulting Services ("Additional Hours"). East Prairie District 73 shall pay Contractor at the hourly rate of \$300 ("Hourly Rate") for the Additional Hours, which is a discount of Contractor's usual and customary hourly rate. Within thirty (30) days of receiving the invoice for Contractor's Additional Hours, East Prairie District 73 shall pay Contractor

at the Hourly Rate for each Additional Hour up to a maximum of ten (10) additional hours.

- a. Expenses. East Prairie 73 agrees to reimburse Contractor for up to \$500 for reasonable costs and expenses ("Expenses") incurred by Contractor in the course of providing Consulting Services to East Prairie District 73. Within thirty (30) days of receiving an invoice with supporting documentation from Contractor, East Prairie District 73 shall reimburse Contractor for its Expenses.
3. Materials. Contractor and School will collaborate to determine whether sessions will occur in person or via zoom. At training sessions conducted by Contractor in person, School will provide Contractor with the following:
- a. Podium
 - b. Small table for materials.
 - c. A laptop (PC) and screen for projection. The laptop must contain the following: PowerPoint capabilities; Internet access; audio connections to play clips; and clicker to advance slides
 - d. Flip chart & stand, markers
4. Representations and Warranties.
- a. Contractor represents and warrants the following:
 - i. That Contractor has the skills and experience needed to perform the Consulting Services for East Prairie District 73;
 - ii. That Contractor can perform the Consulting Services without violating any other agreement or obligation of Contractor; and
 - iii. That Contractor is not engaged in any litigation, arbitration, or other proceeding or investigation that could reasonably be expected to have any adverse effect on Contractor's ability to perform the Consulting Services set forth in this Agreement.
 - b. East Prairie District 73 represents and warrants the following:
 - i. That it has the authority to enter into this Agreement under all applicable provisions of the Illinois Law, and any other applicable law or regulation;

- ii. That the Superintendent has the authority to negotiate, approve, and bind East Prairie District 73 to this Agreement;
- iii. That this is a contract for services with Contractor, the managing member of which is an individual who possesses a high degree of professional skill where the ability or fitness of the individual plays an important part;
- iv. That East Prairie District 73 designates the Superintendent to administer this Agreement and oversee Contractor's performance of the Consulting Services; and
- v. That it will provide Contractor with the necessary support and direction to Contractor to allow it to fulfill its obligations under this Agreement.

5. Copyrights.

- a. In the course of providing services to East Prairie District 73, Contractor may invent, design, or create in areas directly or indirectly related to diversity related support services. All of Contractor's work product shall be owned exclusively by Contractor, and School shall have a non-exclusive license to use the materials solely for its internal purposes without the right to sublicense. Contractor and East Prairie District 73 agree that any materials, information, or deliverables prepared by Contractor shall not be considered a work made for hire. Contractor shall have the sole and exclusive right to create or use any derivative work based upon the work product, and nothing herein shall be read as limiting its right to offer for sale, sell, license, or otherwise use or transfer any work product in any form for any other commercial purpose.
- b. To the extent that East Prairie District 73 provides Contractor's work product to a third party and East Prairie District 73 or the third party revises the work product to prepare a derivative work, East Prairie District 73 shall provide or obtain a non-exclusive license granting Contractor the right to use the derivative work.

6. Limited Use. During the Term of this Agreement, East Prairie District 73 shall have the limited right to use Contractor's name, professional qualifications, and image for the sole purpose of identifying Contractor as providing Consulting Services to East Prairie District 73.

7. Non-Exclusive Agreement. During the Term of the Agreement, Contractor may perform work on behalf of persons and entities other than East Prairie District 73.

8. Intellectual Property.
 - a. In the course of providing services to Organization, Contractor may invent, design, or create in areas directly or indirectly related to diversity-related support services ("Work Product"). All of Contractor's Work Product shall be owned exclusively by Contractor. Contractor and Organization agree that any materials, information, or deliverables prepared by Contractor shall not be considered a work made for hire. Contractor shall have the sole and exclusive right to create or use any derivative work based upon the Work Product, and nothing herein shall be read as limiting its right to offer for sale, sell, license, or otherwise use or transfer any work product in any form for any other commercial purpose.

 - b. Organization shall have a non-exclusive license to use the materials solely for its internal purposes without the right to sublicense. Organization shall not have the right to record or reproduce Contractor's Consulting Services in any format.

9. Independent Contractor. In performing services for Organization under this Agreement, Contractor shall act as an independent contractor with respect to Organization and not as its employee.

10. Taxes. Contractor agrees that it is solely responsible for reporting, withholding, and/or paying any and all employment-related taxes, payments, and/or withholdings for any payments from Organization for Consulting Services. Organization shall issue Contractor a Form 1099 for the Consulting Fee.


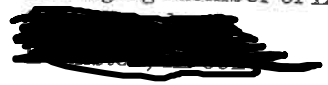
11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

12. Severability. Should any provision of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.


13. Assignment. No Party may assign or subcontract its rights or obligations under this Agreement.

- 14. Entire Agreement and Notice. This Agreement contains the entire understanding of the Parties and may not be amended without the written consent of both Parties. This Agreement supersedes any and all prior agreements and understandings.
- 15. Knowing and Voluntary Agreement. The Parties have carefully read all parts of this Agreement and fully understand their meaning. The Parties understand that this Agreement is legally binding, and affirm that the Parties are entering into it voluntarily.
- 16. Signature. This Agreement may be executed and delivered in counterparts, and executed copies may be delivered by facsimile or electronic mail.

LR Consulting LLC

By 
Elisabeth Lindsay-Ryan
Managing Member of LR Consulting LLC


Date: 5/12/21

By 
Superintendent

Date: 5/12/21