

NAIS STUDENT DIVERSITY LEADERSHIP CONFERENCE **MEMBER SCHOOL PARTICIPATION AGREEMENT**

The National Association of Independent Schools (“NAIS”) and the Student Diversity Leadership Conference (“SDLC”) faculty and facilitators are pleased that your school (“**Member School**”) is interested in participating in this year’s SDLC. While the virtual 2020 SDLC will be unlike any conference we have had before, our commitment to exploring issues of diversity with conference participants remains unchanged. We will take a critical look at ourselves, others, and society at large. We will examine the range of diversity, including age, ability, ethnicity, gender, race, religion, sexual orientation, gender expression and identity, and socioeconomic class. We will have dialogues on how these identifiers impact cross-cultural communication. We will empower participants to develop action items for their schools. The skill-building, networking, and exploring of ideas will enable participants to develop strategies for creating dialogues in their schools and communities. Our goal is to create social justice for and by everyone.

This Agreement is by and between NAIS and the Member School, and it outlines the responsibilities of NAIS Member Schools that participate in SDLC as well as the expectations for participating students and chaperones.

Before proceeding, please note that this Agreement is a binding legal contract, and payment is due upon signing. However, Member Schools will not be permitted attendance at SDLC until the Agreement is signed and submitted according to the instructions below and payment is rendered. Further, attendance rights may be revoked at any time, in accordance with the terms below.

1. **The 2020 SDLC:** The 2020 SDLC (*Keeping It Real in Independent Schools: Bringing Our Real Selves, Connecting in Real Time, Making Real Changes*) will take place December 1, 2020 through December 4, 2020. SDLC will be entirely virtual, accessible to participants through a secure video conference platform. Led by a diverse team of trained adult educators, SDLC focuses on self-reflection, forming allies, and building community. Conference content will be tailored to aid participants in developing cross-cultural communication skills, designing effective strategies for social justice practice through dialogue and the arts, and learning the foundations of allyship and networking principles. Specific sessions and activities are currently under development by SDLC faculty but will be consistent in scope and subject matter to sessions given during the more than 25 years of SDLC programming. For the latest news and information, please visit pocc.nais.org/about/Student-Diversity-Leadership-Conference.
2. **Member School Participation:** Member School may designate up to six (6) students to participate in the conference (“**Student Participants**”). Student Participants must be currently enrolled students who are not suspended or on any form of probation at Member School. Member School is required to notify NAIS, as soon as possible, if any Student Participant ceases to be enrolled at Member School for any reason. Member School may not register students from other schools or attempt to designate SDLC registration “slots or spaces” to other schools if Member School has a delegation size of fewer than six (6) students. Member School must also designate one or more chaperones (“**Chaperone(s)**”) to

monitor students over the dates of the conference. Chaperones must be current employees of Member School. Member School must designate at least one (1) Chaperone for every six (6) Student Participants. Member school agrees to notify NAIS, as soon as possible, if a designated Chaperone is no longer employed with Member School, or is under investigation or received discipline in this academic year for any activity that could be seen as harmful to the mission furthered at SDLC. NAIS expects all Member Schools to designate Chaperones who are committed to the SDLC mission. SDLC should never be used as a means of “corrective” action or “professional development” for a school employee. The purpose of this conference is to serve the Student Participants.

Member School represents that, based on its knowledge and best judgment, the Student Participant(s) being registered have the maturity and self-confidence to participate in the 2020 SDLC and to conduct themselves in a manner consistent with the SDLC Code of Conduct (“**Code of Conduct**”) and the Member School’s conduct rules, including but not limited to rules and policies for technology access and usage.

3. Member School Responsibilities: By electing to participate in the 2020 SDLC, Member School agrees to undertake the following duties and responsibilities:
 - a. Registration Fees: The registration fee for each Student Participant is \$375 (three hundred and seventy-five USD/Student Participant) (“**Registration Fee**”). There is no Registration Fee for Chaperones. SDLC space is limited, and planning revolves around the numbers submitted during this registration process. **Therefore, upon signing this Agreement, the obligation to pay these fees and payment is owed at the time of registration.** However, if Member School elects to pay by purchase order, the Registration Fees must be received by NAIS no later than midnight, Friday, November 16, 2020. This Registration Fee obligation is unequivocal; refunds in whole or part will not be provided for any reason, including but not limited to the absence or removal of a Student Participant or Member School for any reason.
 - b. Forms & Code of Conduct: While this Agreement is by and between NAIS and Member School, the success of the program relies on student and family understanding and support, as well as the understanding and support of all Chaperones. Therefore, it is the Member School’s obligation to obtain and retain in its files: **SDLC Student/Family Agreements** for all Student Participants, which must be signed by the students and their parents/guardians, and **SDLC Chaperone Agreements**, signed by the Chaperones themselves. As the Member School is responsible for its participants, it is responsible for distributing the documents, ensuring they are reviewed and signed, and then procuring the signed copies no later than November 16. It is the Member School’s responsibility to maintain these signed forms for at least four (4) years after the conclusion of 2020 SDLC. NAIS reserves the right to request and review any and all forms, and Member School agrees to provide the signed forms to NAIS immediately upon request. Failure to

produce forms signed in a timely manner, pursuant to this Agreement, may result in the expulsion of the Member School's participants.

NAIS further reserves the right to bar any noncompliant Member School from future SDLC participation. As stated above, the Registration Fee obligation is unequivocal; refunds in whole or part will not be provided for any reason, including but not limited to the absence or removal of a Student Participant or Member School for any reason.

Please note that both of the above-reference forms include the **SDLC Code of Conduct**. NAIS reserves the right to edit or update the Code of Conduct at any time. Additionally, NAIS may promulgate additional information, including instructions or guidelines, to facilitate the SDLC program. Member School agrees to familiarize itself with all such information and that its participants (students and chaperones) will comport themselves accordingly.

Member Schools can find the **SDLC Student/Family Agreement** and the **SDLC Chaperone Agreement** forms on the NAIS website.

- c. SDLC Code of Conduct Violations: Should NAIS determine, in its sole discretion, that any Student Participant or Chaperone has violated the SDLC Code of Conduct, acted inconsistently with its spirit or purpose, or otherwise negatively interfered with the program or its mission, that individual will be precluded from further participation in all SDLC sessions and activities. Additionally, the actions of others connected with the Student Participant or Chaperone (e.g., parents or others in the participant's home) may warrant limitations or removal from the program, as determined in NAIS's sole discretion. Member School agrees to abide by and support NAIS determinations that a violation of the SDLC Code of Conduct or other similar infraction has occurred. Member School understands that it is not entitled to a replacement participant, and in no event, will a refund be provided for any Member School participant who is removed by NAIS pursuant to this provision.

Due to the nature of the program, oversight may be limited. The success of SDLC requires the commitment of Student Participants and Chaperones to follow any instructions provided by NAIS or its representatives.

- d. Indemnification: Member School, on behalf of its trustees, directors, officers, employees, students, volunteers, and agents, agrees to indemnify and hold harmless NAIS, and its trustees, employees, volunteers, and agents, from any and all claims, actions, losses, liabilities, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, emotional distress, death, sickness, property damage, or any other injury or damage caused by the intentional act, negligent act, or negligent omission of the Member School or any Student Participants or Chaperones.

4. Governing Law: This Agreement shall be governed by the laws of the District of Columbia. The Parties agree that any claim, controversy, or dispute arising out of this Agreement or the Member School's participation in the 2020 SDLC shall be brought in a court of competent jurisdiction within the District of Columbia. The Parties waive any objection to the jurisdiction of the state and federal courts within the District of Columbia.
5. Signature Authority: Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
6. Severability: In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.
7. Amendment: This Agreement cannot be amended or modified absent a writing signed by NAIS and Member School.

We look forward to having your students with us for this incredibly important conference. Please review this Agreement carefully, and if you have any questions, do not hesitate to call Caroline G. Blackwell, NAIS Vice President, Equity and Justice, at (202) 973-9700.

Sincerely,



Caroline G. Blackwell

Vice President, Equity and Justice, NAIS