

PI Ex. 1-- Affidavit of Arline Paul

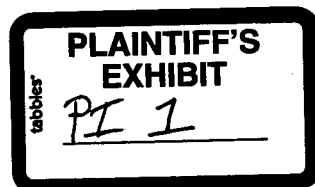
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Arline Paul, James A. Bellanca, and)
Mark Paul, individuals,)
)
Plaintiffs,) 13-cv-7746
)
v.) Hon. Matthew F. Kennelly
)
) Hon. Arlander Keys, Magistrate Judge
Eric L. Miller, an individual, and Wicker)
Park Press, Ltd.,)
)
Defendants.)

AFFIDAVIT OF ARLINE PAUL

Arline Paul, one of the plaintiffs in this action, deposes and states as follows:

- 1) My name is Arline Paul. I am one of the plaintiffs in this lawsuit. I am an Illinois resident and I am over eighteen years of age. I have personal knowledge of the facts described in my affidavit or, where indicated, a good faith belief concerning certain facts. If called, I am able to testify in court as to the facts described in this affidavit as well as to other facts that may be pertinent;
- 2) In 2009, I along with my fellow editors, James A. Bellanca and Mark Paul, and a group of former students of the Center for Self-Directed Learning conceived the idea of creating a book about the Center, which existed at New Trier High School in Winnetka, Illinois between 1972 and 1983;
- 3) From the very beginning of the project, Jim Bellanca, my son Mark, who has extensive writing, editing, and marketing experience, and I have been involved on a purely voluntary basis in creating and compiling materials for a unique book about the Center "school-within-a-school" that both Jim Bellanca and I helped to establish and direct as faculty members;
- 4) Our voluntary work on the book progressed while Jim Bellanca and my son ran other businesses or otherwise held-down jobs. I am 90 years old, and for the past several years have been providing home care for my husband Stanley, who suffers severe dementia as the result of advanced Alzheimer's Disease.



Affidavit of Arline Paul in Support of Plaintiffs'
Motion for a TRO and Preliminary Injunction

- 5) I joined the New Trier faculty in 1965 as a history teacher. Jim Bellanca, my fellow faculty colleague at the time and presently my fellow editor, spearheaded the effort to establish the Center beginning in about 1970 and I assisted in that effort. When Jim retired from teaching I took over as Center Coordinator until the program closed in 1983. I retired from teaching in 1988;
- 6) There were between 75-150 students in the Center most years and the diversity, depth, and breadth of their individual educational experiences is truly remarkable as demonstrated by the memoirs that former students have voluntarily submitted at the invitation of Jim and me for inclusion in what we refer to as "the Center Book" and which is titled, *Becoming Self-Directed Learners: Student & Faculty Memoirs of an Experimenting High School 40 Years Later*;
- 7) There were no formal requirements for admission to the Center other than parental permission. Our alums can be found in all walks of life, and memoir contributors include U.S. Senator Mark Kirk, academy award nominee Virginia Madsen, and well-known musical conductor David Abell;
- 8) When we had collected most of the materials for the Center Book, my co-editors and I learned that a Center alumnus, Defendant Eric Miller, had a small publishing business in the Chicago area, namely, Defendant Wicker Park Press, Ltd. We contacted Mr. Miller in the spring of 2012 to talk about publishing the Center Book. On information and belief, for the entire time we were involved with Mr. Miller, his publishing company consisted solely of him;
- 9) In November 2012 Jim Bellanca, Mark Paul, and I signed a publishing contract with the Defendants;
- 10) Over the course of several months it became clear to us that Eric Miller did not possess the requisite competence or resources needed to successfully publish the Center Book. My fellow editors and I determined that it would be best for the project if we ended our business relationship with Defendants and either found another publisher or published the Center Book ourselves;
- 11) In late April we gave notice to Mr. Miller that we were terminating the contract and asked him to account for his costs and expenses and to remove references to the Center Book and to me, Jim Bellanca, and Mark Paul from his website;
- 12) We received a bill for Eric Miller's time supposedly spent working on the Center Book project, which was for an amount and for work we do not agree with;
- 13) Further, it is my belief that the insubstantial amount of actual work that was performed on the manuscript after we furnished it to Miller up to the time we terminated the contract was actually performed by either Linda Glass, a former Center Student who volunteered at my request to perform some initial proofreading, or by an unpaid college intern who, with the our assistance,

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arranged the 35 or so memoirs by the writers' years of graduation, and then alphabetically within those year of graduation groups;

- 14) Basically, with respect to the manuscript, whatever we had given Defendants was substantially what existed on the day we terminated our contract with him. Eric Miller did not contribute any creative content to the Center Book in his role as publisher. He did ask us to let him submit a memoir, which his invoice attempts to charge for, but it is not included in the Center Book. In no sense of the word did he "create" the Center Book manuscript, which is a collection of contributions from the Center's friends and former students;
- 15) Despite our direction that he change his website, Miller has continued to list, picture, and offer a version of the Center Book on his website from the time the publishing contract was terminated to the day I signed this Affidavit. At least as recently as October 29, 2013, I saw on his website that he was offering an outdated counterfeit of the Center Book with a different cover and under a former working title for the real book, namely, *On Becoming a Self-Directed Learner: Memoirs of an Experimenting High School*, which is similar to the title of the actual Center Book. He offered the book for approximately \$22 and represented that it was, "in stock";
- 16) Miller also stated on the Center for Self-Directed Alumni Face Book page that Defendants own "all of the rights" to the Center Book on the Center for Self-Directed Learning Alumni Facebook page;
- 17) It appears that Defendants changed their website after we filed our copyright infringement lawsuit. It now says that the book has been "POSTPONED," which is going to hinder the launch of the Center Book at the 28th International Self-Directed Learning Symposium taking place in early February. Visitors to the site will be confused by the information provided there, and I have recently confirmed that web searches using relevant terms such as Center for Self-Directed Learning lead to Defendants' website;
- 18) Except for withdrawing the book for sale and stating instead that it is "POSTPONED," Miller's website still uses the names of my fellow editors and me to promote the objectionable book, the cover of which bears our names. The site still lists us as Wicker Park Press "editors" with some biographical information. This false statement is not even made in association with our book or, more accurately, the book Miller is offering in its place;
- 19) It is truly unfortunate that this is all occurring on the eve of our introduction of the Center Book to what should be a highly receptive audience, namely, the educators who attend the 28th International Self-Directed Learning Symposium, which is taking place during the first week of February. The Symposium is truly international with academic presenters from France, Malaysia, Canada, Colombia, and Japan. The topics deal with theories and research about self-directed learning

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for all age groups from kindergarten to graduate students as well as businessmen, volunteers, government partners, and the Department of Homeland Security.

- 20) Jim Bellanca is receiving an important award at the Symposium, and I have been asked to be part of a panel that will discuss practical strategies for bringing self-directed learning approaches into the educational mix;
- 21) When we launch our book at the Symposium we can expect coverage in the media that attends, which will no doubt be specialized and directed to the very people we are trying to reach. Contrived controversy over copyright ownership or over who exactly is the source for the book will greatly impede our efforts to obtain the kind of coverage we need to get the widest readership for the Center Book;
- 22) This would be most unfortunate because the Center Book is an important contribution to the current dialogue taking place about the direction of education;
- 23) While there is broad agreement that public schools are in need of reform, there is no consensus on what form those changes should take. Some would move schools toward a "corporate" model, privatizing the schools and focusing teaching toward standardized tests which would measure both student and teacher performance, much as the performance of corporate managers is measured against stock price and return on investment;
- 24) Although this model may be effective for some students, one size does not fit all, and *Becoming Self-Directed Learners* presents an alternative that was in place 40 years ago. There are shelves of books on the general subject of high school reform and quite a few on self-directed learning, but experts in the literature who reviewed the book in advance have confirmed that *Becoming Self-Directed Learners* is the only in-depth and long-term report written by the students who actually reformed their high school experience, and from a middle-aged perspective when they can clearly see the arcs of their careers and lives;
- 25) In advance of publication, eight education experts reviewed the manuscript of *Becoming Self-Directed Learners*, including Dr. Tim Dohrer, director of the Master of Science in Education program at Northwestern University, and Dr. Arthur L. Costa, past president of the Association for Supervision and Curriculum Development, who said, "The stories renew our faith in the human drive for self-fulfillment." All eight reviews appear at the front of the book;
- 26) The primary goal of Jim, Mark, and me is to get the Center Book as widely circulated and widely read as we can. All proceeds from the book after break-even will go to a scholarship fund. We have priced the book for about half of

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what appeared on Miller's website until just recently. The real Center Book is anything but "POSTPONED" at this point, and we do not want to lose any sales because people are misled into believing it is, or because people are led to mistakenly believe there is a serious issue over who holds the copyright to our work.

Affiant says nothing further

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

01/27/14
Date

Arline Paul
Arline Paul

PI Ex. 2-- Plaintiffs' July 12, 2013 Application to Register Copyrights in,
*Becoming Self-Directed Learners: Student & Faculty Memoirs of an
Experimenting High School 40 Years Later*, and related documents

-APPLICATION-

Title _____

Title of Work: BECOMING SELF-DIRECTED LEARNERS

Completion/Publication _____

Year of Completion: 2013

Author _____

- **Author:** Arline Paul
Author Created: text, compilation, editing

Work made for hire: No
Citizen of: United States
Year Born: 1924

- **Author:** James A. Bellanca
Author Created: text, compilation, editing

Work made for hire: No
Citizen of: United States
Year Born: 1937

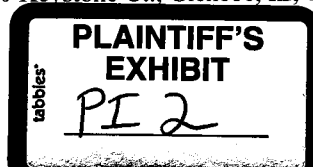
- **Author:** Mark Paul
Author Created: compilation, editing

Work made for hire: No
Citizen of: United States
Year Born: 1949

Copyright claimant _____

Copyright Claimant: Arline Paul
940 Ridgewood Drive, Highland Park, IL, 60035, United States

Copyright Claimant: James A. Bellanca
310 Keystone Ct., Glencoe, IL, 60022, United States



Copyright Claimant: Mark Paul

940 Ridgewood Drive, Highland Park, IL, 60035, United States

Rights and Permissions

Name: C. Michael Kendall

Email: cmkendall5555@gmail.com

Telephone: 847-987-2597

Address: 662 Green Briar Lane

Lake Forest, IL 60045 United States

Alt. Telephone: 312-440-2810

Certification

Name: C. Michael Kendall

Date: July 12, 2013

Registration #:
Service Request #: 1-963158611

Priority: Routine

Application Date: July 12, 2013 05:38:57 PM

Correspondent _____

Name: C. Michael Kendall
Email: cmkendall5555@gmail.com
Address: 662 Green Briar Lane
Lake Forest, IL 60045 United States
Telephone: 847-987-2597
Alt. Telephone: 312-440-2810

Mail Certificate _____

C. Michael Kendall
662 Green Briar Lane
Lake Forest, IL 60045 United States



Michael Kendall <cmkendall5555@gmail.com>

Acknowledgement of Uploaded Deposit

2 messages

Copyright Office <cop-rc@loc.gov>
To: cmkendall5555@gmail.com

Fri, Jul 12, 2013 at 4:06 PM

THIS IS AN AUTOMATED EMAIL. PLEASE DO NOT REPLY.

Thank you for submitting your registration claim using the Electronic Copyright Office (ECO) System.

The following files were successfully uploaded for service request 1-963158611

File Name :Becoming Self Directed Learners.pdf
File Size :3467 KB
Date/Time :7/12/2013 5:02:33 PM

[THREAD ID: 1-FXIKQR]

United States Copyright Office

Michael Kendall <cmkendall5555@gmail.com>
To: Michael Kendall <cmkendall5555@gmail.com>

Tue, Sep 3, 2013 at 2:30 PM

----- Forwarded message -----

From: **Copyright Office** <cop-rc@loc.gov>
Date: Fri, Jul 12, 2013 at 4:06 PM
Subject: Acknowledgement of Uploaded Deposit
To: cmkendall5555@gmail.com

THIS IS AN AUTOMATED EMAIL. PLEASE DO NOT REPLY.

Thank you for submitting your registration claim using the Electronic Copyright Office (ECO) System.

The following files were successfully uploaded for service request 1-963158611

File Name :Becoming Self Directed Learners.pdf
File Size :3467 KB
Date/Time :7/12/2013 5:02:33 PM

[THREAD ID: 1-FXIKQR]

United States Copyright Office



Michael Kendall <cmkendall5555@gmail.com>

RE: Status

1 message

Copyright Information <copyinfo@loc.gov>

Wed, Sep 4, 2013 at 12:26 PM

To: "cmkendall5555@gmail.com" <cmkendall5555@gmail.com>

Cc: Copyright Information <copyinfo@loc.gov>

Good Morning,

Our records show that your work was received through eCO on 7/12/2013 and has been entered into our internal database under our file number SR 1-963158611. Please refer to this number in all future correspondence with our office concerning this claim.

Your work is currently in process.

It takes about 2.5-4 months for the registration process to be completed using the online registration system. The status will change to closed. You will receive a certificate of registration after this period. The registration however is effective from the date of receipt of your material and you can publish your work or do whatever you wish with it from that time. See <http://www.copyright.gov/circs/circ1.pdf>.

For current processing times, see <http://www.copyright.gov/help/faq/faq-what.html#certificate>

-----Original Message-----

From: cmkendall5555@gmail.com [mailto:cmkendall5555@gmail.com]

Sent: Tuesday, September 03, 2013 9:17 PM

To: Copyright Information

Subject: Status

[Name]:

Michael Kendall

[Title of Work]:

Becoming Self-Directed Learners

[Claimant]:

James Bellanca et al.

[Application Date]:

July 2013

[Confirmation]:

Yes

[Comments]:

I was told to use # 1-963158611. We need the certificate in connection with a lawsuit.

Submitted at 21:17 on 9/3/13.

PI Ex. 3—Affidavit of James A. Bellanca

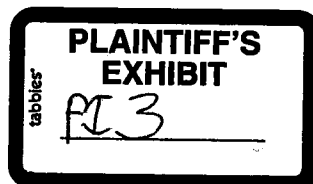
IN THE UNITED STATES DISTRICT COURT
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Arline Paul, James A. Bellanca, and)
Mark Paul, individuals,)
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Plaintiffs,) 13-cv-7746
)
v.) Hon. Matthew F. Kennelly
)
) Hon. Arlander Keys, Magistrate Judge
Eric L. Miller, an individual, and Wicker)
Park Press, Ltd.,)
)
Defendants.)

AFFIDAVIT OF JAMES A. BELLANCA

James A. Bellanca, one of the plaintiffs in this action, deposes and states as follows:

- 1) My name is James A. Bellanca. I am one of the plaintiffs in this lawsuit. I am an Illinois resident and I am over eighteen years of age. I have personal knowledge of the facts described in my affidavit or, where indicated, a good faith belief concerning certain facts. If called, I am able to testify in court as to the facts described in this affidavit as well as to other facts that may be pertinent;
- 2) I began teaching in the fall of 1960. In 1966, I was invited to join the New Trier English Faculty;
- 3) In 1969, I was asked to form an alternative learning program at New Trier for low achieving students. I designed the program, which was called Tutorial Assisted Instruction, and then led it until I was asked to lead the design for an innovative alternative learning program open to all students. The program, the Center for Self-Directed Learning, opened fall semester 1972;
- 4) Working collaboratively with parents, students, faculty and administrators during the second semester of the year prior to the Center's opening, I proposed the Center program to the Board of Education, which approved it;
- 5) The Center's philosophy, built on the learning theories of Carl Rogers, focused on *developing students' capabilities as self-directed learners, able to manage their own learning and make choices about what and how they learned.* The program



was open to any sophomore, junior or senior student with his/her parents' permission;

- 6) For the first year of the Center there were 150 students, 25 more than originally anticipated. Over the next decade, the faculty and students collaborated to learn the art and science of self-directed learning, to establish protocols and procedures, and to ready students for the next steps in their educations;
- 7) In 1978, I was invited by the Executive Director of the Northwest Educational Cooperative (9 northwest suburban school districts) to design and head Illinois' first Intermediate Service Center (ISC). My task was to assist districts in creating new models of professional development for teachers. Until national funding priorities changed in 1982, I directed the ISC consultant team who brought new emerging best practices for instruction to school districts in the Chicago suburban school districts (4 County Area--Cook, Lake, McHenry, DuPage);
- 8) To assist in this, I initiated an in-house publishing taskforce to create print "how-to" materials to support the training programs that were sometimes sponsored by universities in the area. Such materials were virtually non-existent at the time;
- 9) When national funding priorities changed in 1982 and the ISC was dissolved, I formed a for-profit educational consulting company and publishing house, SkyLight Press, to carry on similar work with direct fees for service replacing federal funds;
- 10) In this capacity, I expanded the publishing role and became an author and editor who most often collaborated with budding talent, whom I correctly spotted 9 times out of 10. I mentored those who blossomed. Several eventually became national consultants, and most of them stayed loyal authors to SkyLight. As they prospered so did SkyLight Press, which I sold to Pearson Education's Allyn and Bacon in 1997, after which I retired;
- 11) During the time I owned SkyLight Press, we expanded to three divisions: educational publishing, professional development of teachers, and Graduate School Partnerships, with three universities offering SkyLight courses. The business model connected the three divisions by allowing SkyLight Press to sell its special "how to" publications through the other two divisions as well as via catalog and eventually on-line market;
- 12) When I started the publishing division, there were two how-to books for teachers on the market. I pioneered working collaborations between the major "expert" researchers in education and our consultant team. We benefitted from their name recognition and they benefitted by having high quality "how to" advice about how to implement their theories;
- 13) This led to the establishment of an international network of major voices in

education associated with SkyLight, which Pearson noted as its primary reason for buying the company and expanding its own world-wide educational offerings;

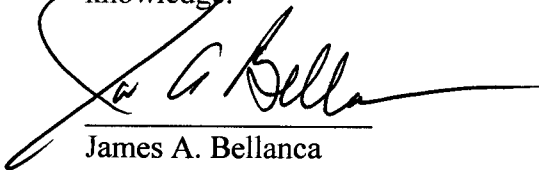
- 14) Since retiring from publishing, I have started a second life as an author and a publisher's advisor. Over my career, I have been involved in dozens if not hundreds of contracts, including publishing contracts that were oral as well as the vast majority that were written;
- 15) In all my years as a publisher and author, only two efforts fell apart. In both cases, the working relationship unraveled when it became apparent that the party with whom my company or I were working had misrepresented himself and his capabilities to produce a mutually satisfactory product. The terminated relationship with Eric Miller and the Wicker Park Press was one of these two instances;
- 16) Currently, I am a non-paid senior advisor to the Partnership for 21st Century skills, which works with the National Governors Association to advocate for including innovative ways to teach the "21st Century Skills"(e.g., critical thinking, creative problem solving, communication, technology, collaboration and self-directed learning) in state curricula. The 21st Century Board includes members drawn from major corporations such as Pearson Education, Lego, Intel, and Disney. I am also a senior editorial advisor to the President of Solution Tree Press, in which capacity my responsibilities include identifying potential authors, help these authors frame their ideas and reach agreement with them concerning publication of their work by Solution Tree, which uses a standard contract that can be adjusted to accommodate an author's reasonable requests;
- 17) In November 2012, my fellow editors and I signed a publishing contract with Eric Miller and the Wicker Park Press. He presented the contract to us, and it referred to us collectively as "author." The contract involved the book that my fellow editors and I created from the reflections of the contributing Center graduates (some with higher writing skills required minimal content and copy edits, which we performed; others, including several PhDs, needed much more assistance to reach an acceptable publishing standard). This collection, which included approximately 50 contributions before Eric Miller did any "work" on it is now known by the title Becoming Self-Directed Learners: Student & Faculty Memoirs of an Experimenting High School 40 Years Later;
- 18) We chose Eric Miller to publish our book because he was a Center grad and we hoped to mentor Eric's growth and help him to advance towards his goals with his one-man publishing business. We firmly believed it would be a positive thing to have a Center grad publish the Book just as we had invited and received Center grads' voluntary assistance with other aspects of the Book's publication. We really wanted things to work out. We terminated the contract when it became very clear for many reasons that it would not;

- 19) The contract presented by Miller contained language reflecting standard practice in the industry about the publisher's prerogative to register copyright in the author's name and to prosecute infringement in the "author's" name;
- 20) As an experienced publisher, author, co-author and editor of more than two-dozen books including two internationally recognized collections by contributing authors, I have never known of an instance in which a publisher claimed that such language constituted a copyright assignment to any degree and I do not believe that a responsible, ethical publisher would do so;
- 21) Turning to the threat of serious, immediate harm posed by Miller's claims of copyright ownership, his continuing copyright infringement, his accusations of copyright infringement against my fellow editors and me and against our book, as well as the false statements on his website and FaceBook page that he is the source for the Center Book, I believe that if Miller is not stopped soon the chances that our book will succeed to the extent it otherwise might are slim to none. In fact I believe that the prospects for the Book may well be virtually destroyed;
- 22) One of the key points that determines a book's sales success is the marketing work done to prepare for the first sales. In my experience in the education market with more than a dozen major education publishers, the first three months after the release are the most important. That is when reviews are written, bookstores and other vendors make their release announcements and buyers are interested in "what's new?" There needs to be a clean launch. Like the movie industry, the first reception is the most important for establishing reputation. If this is tainted by any negative news, (e.g., conflicting title for the same or similar book, cloned book, internal disputes and distractions, etc.) it weakens the all important initial buzz for the book. Inevitably, once the book slides it will never recover, no matter how good it is. The same principles that apply to marketing of other major products such as was shown in the Tylenol case apply here. Negative buzz compounds.
- 23) Copyright infringement charges in the field of education are especially damaging because of educators' immediate and finely attuned concerns about plagiarism and academic integrity. Vendors will pick up on these concerns, knowing that educators are especially shy about buying books where the integrity of the content, the research or any other part is in question.
- 24) When an author is forced to defend his/her book against such charges, especially right from the beginning, the main effect is to slow or stop sales as the word spreads. When there is a false claim of infringement or other monkey shines, such claims hit at the author's integrity and begin to affect sales of other works and future opportunities to publish;

- 25) As a publisher and an editor, I can speak first hand of book sales that never recovered after the launch or early aftermath was tainted by charges against the author's integrity, which is what a charge of copyright infringement is or is seen to be. In the face of such charges I, along with other publishers, editors, vendors ask themselves, "Do I want to risk exposing myself to liability, and risk the good name of my company, and our reputation by carrying this book?" Even if the accusations are totally false, by the time the dust settles and there has been a final determination it is far too late to overcome the harm;
- 26) By attempting to raise these doubts, Eric Miller not only threatens to wreak havoc with our book, but with our professional reputations as well, just as we are about to launch the Book and enter into the most important time for its ultimate success;
- 27) Arline Paul and I will formally launch Becoming Self-Directed Learners: Student & Faculty Memoirs of an Experimenting High School 40 Years Later at the 28th International Self-Directed Learning Symposium to be held February 5 -8 in Cocoa Beach, Florida. I have been asked to give a major speech to the attendees and will be given the Malcolm Knowles Award for Lifetime Contributions to the Field of Self-Directed Learning. I doubt I would have passed through the rigorous vetting procedures for this prestigious, internationally recognized award in the field of adult learning if, at the time of the vetting, the doubts raised by Eric's false claims were more public. As it happens, I was transparent in sharing the tenor of the challenge to our authorship and editor rights with the chairperson who indicated that such a claim would have cast doubts on my reputation and may have made the award impossible. I was able to dodge that bullet, so to speak, but that does not take away from the fact that the continuing conduct on the part Mr. Miller and his company will likely prove seriously toxic to our efforts in promoting the Center Book if they are not halted.

Affiant says nothing further.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.


James A. Bellanca

January 27, 2014.

PI Ex. 4-- 5/31/13 Letter of Gareth E. Gollrad, Esq.; 7/8/13 Letter of Gareth E. Gollrad, Esq.; 9/11/13 Letter of Gareth E. Gollrad, Esq.

GARETH E. GOLLRAD
ATTORNEY AT LAW, ARTS & LITERARY AGENT

May 31, 2013

C. Michael Kendall, Esq.
662 Green Briar Lane
Lake Forest, Illinois 60045
(847) 987-2597

Dear Mr. Kendall:

I am writing to you on behalf of my client, the Wicker Park Press and its owner, Eric Miller. This letter addresses our contract dispute with your clients, Mr. James Bellanca, and Mark and Arline Paul. After two conversations with you over the phone to reach a solution to this problem, we are frustrated that you have proposed no serious solutions and undertaken no serious efforts at negotiating a solution.

As you know, your clients have signified their intent to terminate their contract with the Wicker Park Press to publish an anthology of essays currently titled, *On Becoming a Self-Directed Learner*. They entered into their agreement with the Wicker Park Press to publish this work on November 12, 2012. According to the terms of the agreement, to finalize its termination your clients must reimburse Wicker Park Press for its costs and expenses. This includes costs and expenses for time and labor that Mr. Miller spent editing the many contributions to the manuscript, formatting and assembling the manuscript, and providing lengthy consultations to Mr. Bellanca and Mr. and Mrs. Paul. The time that Mr. Miller spent on this project increased significantly due to a number of minor breaches of the contract by your clients, leading up to their more recent decision to terminate the contract.

Curiously, your clients' decision to terminate the contract comes only very late in the game, just as Mr. Miller had completed galley proofs for their final review. We view their decision to terminate the contract at this late stage in the project, just before the work's final readying for publication, as an attempt to take and use for their own exclusive and personal benefit the manuscript that Wicker Park Press edited and assembled for them, without providing the Press any fair compensation for this extensive work done on their behalf.

It seems your clients wish to benefit from the fruits of my client's labors without providing any reasonable or adequate compensation. The Wicker Park Press has provided a bill for its costs and expenses, at your client's request, and with their full understanding that costs and expenses includes reimbursement for Mr. Miller's time spent working on the project. Unfortunately, your clients have refused to pay this bill, although their communications with Mr. Miller plainly indicate that they understood they are supposed

GARETH E. GOLLRAD, LLC

1338 WEST MADISON STREET, SUITE 3E
CHICAGO, ILLINOIS 60607

773 216-7556 (PHONE)
312 226-4277 (FAX)

GEGOLLRAD@SBCGLOBAL.NET

**PLAINTIFF'S
EXHIBIT**

tabbles
PI 4

to pay it in order to complete their termination of the contract and to have the rights to the book released back to them.

Mr. Miller spent over 200 hours working for your clients. His work included: editing incomplete and unedited contributions that your clients sent to him, essays which should have been provided in edited form under the terms of the contract, but which were not; providing lengthy consultations to your clients in person and via email—consultations which were requested by them, going to great lengths to attempt to accommodate them when they questioned and rejected his decisions about how to present and market the work—despite the fact that they had no right to reject his decisions under the terms of their agreement; and assembling, formatting, and coordinating the various contributions to the anthology of essays, many of which were provided to the Press in unedited form and in format different from that specified in the contract. The total bill comes to \$21,750 based on 217.5 hours of my client's time. Your clients informed Mr. Miller of their desire to terminate the contract in a written email on April 25, 2013. They asked him to send them his bill. He did, and they only hired you upon deciding that they wanted to refuse to pay it.

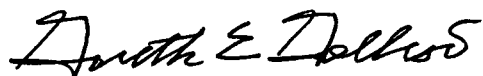
Based on our conversations, your clients seem to pretend that all of Mr. Miller's labor and efforts on their behalf have no substantive value; nevertheless, they also want to keep Mr. Miller's work for themselves, and want Mr. Miller to release back to them the rights to this same work he has produced for them. Those two positions are fundamentally incompatible. I have been informed that your clients have in their possession an electronic copy of the work Mr. Miller has produced for them. If they publish this work in any form before completing the contract's termination by fully reimbursing Mr. Miller for his efforts, as required by the contract, we intend to treat any such publication not only as a breach of contract but also as a copyright infringement, because the rights to the work have been granted to Mr. Miller. Under the terms of the agreement that your clients signed, these rights do not revert to them unless and until they fully comply with the contract's termination clause by reimbursing the Wicker Park Press for its extensive work on their behalf. The termination of the agreement is not complete until such reimbursement is made. If we have to go down this road, a court may award statutory damages for willful copyright infringement, in addition to attorney's fees, a possible injunction, and other statutory remedies.

In an interest in settling this matter quickly and in sparing both sides the costs of a protracted court battle, my client wishes to offer yours the opportunity to resolve this dispute now. The Wicker Park Press will agree to terminate the agreement and to release its rights to the work back to your clients if they pay the Wicker Park Press the sum of \$12,000 to settle this dispute. Your clients have only five business days from your receipt of this letter to accept this generous offer. They must accept this offer in a writing signed by each one of them and presented to us. Under this offer, termination will not be final and no rights to the work returned to them unless and until they pay this sum to the Wicker Park Press upon signing a settlement agreement within fifteen days of their initial acceptance of this offer.

This settlement offer in no way reflects any belief that my client's claims are worth any less than the full amount billed. If your clients do not accept this settlement offer within five days of your receipt of this letter, and comply with the other terms presented here, we plan to file a lawsuit against them to recover the entire sum of \$21,750 owed to the Wicker Park Press as reimbursement for termination as required by the Agreement. We will also request any additional fees and damages allowed by the court.

Please address all correspondence to me at Gareth E. Gollrad, LLC. I thank you for your timely attention to this matter.

With kind regards,

A handwritten signature in black ink, appearing to read "Gareth E. Gollrad". The signature is written in a cursive, flowing style.

Gareth E. Gollrad

GARETH E. GOLLRAD

ATTORNEY AT LAW, ARTS & LITERARY AGENT

July 8, 2013

Mr. C. Michael Kendall, Esq.
662 Green Briar Lane
Lake Forest, Illinois 60045

EXHIBIT F
(WICKER PARK PRESS)

CEASE AND DESIST

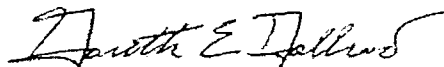
Dear Mr. Kendall:

It has been brought to my attention that your clients, Mr. James Bellanca, Mr. Mark Paul, and Ms. Arline Paul, have made public a plan to publish their own version of the work *On Becoming a Self-Directed Learner*. As you know, my client, the Wicker Park Press, has been granted all rights to publish this work under its contract with your clients. Your clients have signified their wish to terminate this contract, but have not yet done so because they have failed to comply with the termination clause in the contract. The Wicker Park Press still holds the rights to publish this work and has accepted the work for publication.

Any attempt by your clients to publish this work will be treated as a copyright infringement of the Wicker Park Press's rights to the work, as granted by your clients in their contract with the Press, and as a violation of other rights under the contract. The attempt by your clients to publicize their own version of the work also constitutes a breach of their covenant with the Wicker Park Press not to publish or attempt to publish any work that competes with the work to be published by the Press.

This letter serves as notice to your clients that they must immediately CEASE and DESIST from any attempts to either publish or to publicize an intended publication of said work, or of any derivative work based on the work they submitted to the Wicker Park Press for publication. If they fail to cease and desist from any such planned publication of the work before terminating their contract with the Wicker Park Press according to the terms they agreed to in their contract dated November 12, 2012, the Press will bring a lawsuit against them with the understanding that their infringements and breaches of contract are willful and malicious, and may give rise to other claims against them at law and in equity.

Respectfully,



Gareth E. Gollrad

GARETH E. GOLLRAD, LLC

1338 WEST MADISON STREET, SUITE 3E
CHICAGO, ILLINOIS 60607

773 216-7556 (PHONE)
312 226-4277 (FAX)

GEGOLLRAD@SBCGLOBAL.NET

GARETH E. GOLLRAD
ATTORNEY AT LAW, ARTS & LITERARY AGENT

September 11, 2013

C. Michael Kendall
662 Green Briar Lane
Lake Forest, Illinois 60045

In re: *The Wicker Park Press and Eric Miller v. James Bellanca, Arline Paul, and Mark Paul*

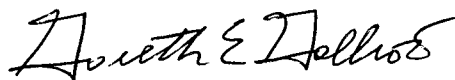
Dear Mr. Kendall:

In response to your letter dated August 21, 2013, I do not understand why it would take you a month to respond to a letter that was addressed to you at the location you are currently listed as practicing law on the IARDC Web site. One of your colleagues there, at the ADA, signed the registered mail return receipt postcard for you. No offense was meant, and, given these facts, I do not understand why any was taken. However, I note that you have an uncouth habit of trying to impose your opinions and practices not because they are the best but because they seem to be the best for you.

I also do not appreciate your habit of putting words in my mouth, as you did in your last letter. Contrary to your fantastic assertions, in this matter I have not abandoned any claims of copyright infringement on my client's behalf. And again, you present the same brazenly false assertion that we have refused to negotiate with you, when, in fact, we made several attempts to do so only to be stonewalled by you and your clients' refusal to offer anything more than a nominal, insulting sum to terminate the contract between the parties. If you had wanted to negotiate, you would have done so already. I am open to listening to any serious offer your clients wish to make.

Finally, the contract between the parties is not extinguished simply because you say it is. In the meantime, your clients have engaged in other tortious conduct toward Eric Miller and the Press. By now, you have received a copy of our Complaint against James Bellanca and Arline and Mark Paul, filed on August 22, 2013 in the Circuit Court of Cook County. We await your response.

With kind regards,



Gareth E. Gollrad

GARETH E. GOLLRAD, LLC

1338 WEST MADISON STREET, SUITE 3E
CHICAGO, ILLINOIS 60607

773 216-7556 (PHONE)
312 226-4277 (FAX)

GEGOLLRAD@SBCGLOBAL.NET

PI Ex. 5-- 12/23/13 Letter from C. Michael Kendall to Gareth E. Gollrad

**C. Michael Kendall, Esq.
662 Green Briar Lane
Lake Forest, Illinois 60045**

December 23, 2013

Via Hand Delivery in Circuit Court and Email

Gareth E. Gollrad, Esq.
1338 West Madison Street, Suite 3E
Chicago, IL 60607
gegollrad@sbc.net
gareth@garethgollrad.com

Re: Paul, et al. v. Miller, et al., 13-cv-7746

Dear Gareth:

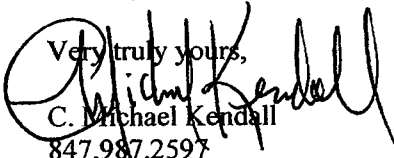
As you know, on January 8, 2014, we are scheduled to appear for the initial status conference before Judge Kennelly in the above identified action. He will ask about settlement prospects and otherwise wish to know a little about where the parties stand.

In connection with the report my clients, as plaintiffs, will make to the judge they wish to know whether your clients will take the following actions voluntarily, in other words, in the absence of a court order, no later than January 15, 2013:

- Remove all pages and current references from your clients' website that are directed to a work purported by your clients to be the book for which my clients are the named editors, and which work referenced on your clients' website is the basis for my clients' claims against them in the District Court action;
- Remove my clients' names and biographical information from your clients' list of Wicker Park "Authors" and "Editors;"
- Place the statement on the homepage of your clients' website that, "Information about, *Becoming Self-Directed Learners: Student and Faculty Memoirs of an Experimenting High School 40 Years Later*" can be found at: <https://www.facebook.com/pages/Becoming-Self-Directed-Learners/590845120981781#>
- Repudiate, or at least withdraw, in writing any assertion by your clients that they hold any copyrights in the work that was the subject of the publishing contract between your clients and my clients. These assertions have been made explicitly in your correspondence on their behalf, and are reasonably surmised by comments made by Eric Miller about his owning "all rights in the work."

Please provide your clients' response in writing prior to our appearance before Judge Kennelly.

Very truly yours,


C. Michael Kendall
847.987.2597
cmkendall5555@gmail.com



PI Ex. 6-- 1/8/14 Email from Jennifer Ormson to C. Kendall



1-963158611 BECOMING SELF-DIRECTED LEARNERS

Copyright Office <cop-ad@loc.gov>
To: cmkendall5555@gmail.com
Cc: jorm@loc.gov

Wed, Jan 8, 2014 at 9:06 AM

Dear C. Kendall:

We have received your application for registration of a copyright claim in SR #1-963158611, BECOMING SELF-DIRECTED LEARNERS.

We have also received an application from Eric Miller for registration of a copyright claim in SR #1-957405481, On Becoming a Self-Directed Learner, on behalf of Wicker Park Press Ltd. The works to be registered in both cases appear to have content in common; the Office has also received a statement indicating that the works are identical.

The Copyright Office is an office of record and it does not have the authority to adjudicate adverse or conflicting claims submitted for registration. Each claim is examined to determine whether it complies with statutory and regulatory requirements; if it does, it is registered. Where conflicting claims are received, the Office may put both claims on record if each is acceptable on its own merits. It is the responsibility of the parties involved in a dispute to pursue their rights in their works.

If you proceed with registration, we will notify the party who has filed the adverse claim of the action taken. In addition, we must ask for further clarification regarding the claim that you filed: what authorship is being registered, the limitation of the claim, the publication status, and best edition of the work.

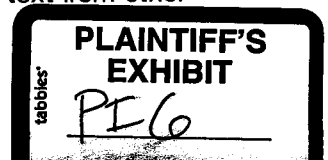
Let me address the author information first. According to the application, Aline Paul created "text, compilation, editing," James A. Bellanca created "text, compilation, editing," and Mark Paul created "compilation, editing." All three authors are listed as co-claimants, making this a joint work for the authorship that they co-created.

A "joint work" is defined in the copyright law as "a work prepared by two or more authors with the intention that their contributions be merged into inseparable or interdependent parts of a unitary whole." This must be the intention of the authors at the time the writing is done. Ownership of a "joint work" belongs jointly to the authors; each author owns an undivided interest in the work as a whole. Where a work by multiple authors is not a "joint work," each author owns his/her contribution only.

If it is the case that Mark Paul did not create "text," his contribution appears to be unequal. If Mark Paul created only "compilation, editing" and is a co-claimant of the work, please confirm this. Or, if there is a clerical error on the application and Mark Paul did create text for the work, please authorize me to add "text" to his author created statement.

Regarding the limitation of the claim, there is text from other sources in the copy. Where a work contains material that is previously published, previously registered, in the public domain, or in which the claimant does not own the copyright, the claim is limited to the copyrightable material created by the author(s). The application should describe both the preexisting material excluded from the claim and the authorship on which the claim is based. See Circular 14 for more information: <http://www.copyright.gov/circs/circ14.pdf>

Based on the above explanation, please allow me to add a material excluded statement of "text from other sources" and a material included statement of "text, compilation, editing," if correct.



Regarding the publication status and best edition of the work, the application does not provide a date or nation of first publication, indicating that the work is unpublished. However, the copy has an ISBN with the designation "paper edition," which may indicate that the work is published and available in a print edition.

For copyright purposes, "publication" means the distribution of copies of a work to the public by sale or other transfer of ownership, or by rental, lease, or lending. Offering to distribute copies to a group of persons for purposes of further distribution, public performance, or public display is also "publication." The following do not constitute "publication": the printing or other reproduction of copies, a public performance or display of the work, or sending copies of the work to the Copyright Office. See Circular 1 for more information:
<http://www.copyright.gov/circs/circ01.pdf>

If publication has not taken place, please confirm that fact, and we will register the work as unpublished.

If publication has taken place, please give us the month, day, year, and nation of first publication and I will amend the record accordingly.

The copyright law requires that two complete copies of the "best edition" of a work published in the United States be deposited for copyright registration. The "best edition" of a work is that edition, published in the United States at any time before the date of deposit, that the Library of Congress determines to be most suitable for its purposes. For example, the Library prefers a hardcover edition to a softcover edition. See Circular 7b for more information: <http://www.copyright.gov/circs/circ07b.pdf>

If the ISBN number on the copy refers to a print edition that was first published on or before 7/12/2013, which is the date on which we received the electronic deposit, please forward two best edition copies to meet the requirements of the law. Otherwise, please explain the situation.

If submitting copies, please follow the instructions below.

Please print the attached Reply Sheet and include it with the copies of your work before mailing the copies to the address on the Reply Sheet.

Reply to this message to confirm the date on which you mailed the copies to us.

Please note that if we do not receive a response to this message within 45 days, we will close this case without processing your registration or notifying you further, and forward your deposit copy under the provisions of the current copyright law. The fee is not refundable. If you re-apply for registration after the case is closed, you must send a new application, copy and fee. The effective date of registration will be based on the new submission.

Sincerely,
Jennifer Ormson
Registration Specialist
Literary Division
U.S. Copyright Office

When replying to this email, please include the following thread id (entire line) within the body of your response to expedite routing to the correct office.

[THREAD ID:1-IP0B4C]

 **BECOMING SELF-DIRECTED LEARNERS Reply Sheet.pdf**
242K

PI Ex. 7-- Transfer of Rights Signed by Center Book Contributors

Date 5/31/13

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Camille Arellano

Signature Camille Arellano

Relation to subject (if subject is a minor) _____

Address 2525 Olive Ave

City, State, Zip code La Crescenta, CA 91214

Telephone 718 541-1924

Requested by Arlene Paul



Date May 31, 2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Nancy Budwig

Signature Nancy Budwig

Relation to subject (if subject is a minor) _____

Address 7 Morningside Road

City, State, Zip code Worcester, MA 01602

Telephone 508-579-7375 (cell)

Requested by Arlene Paul

From: Lawrence Detmer <lawrence@detmer.com>
Subject: For permission use/ reuse. Please see the attached parent form
Date: July 16, 2013 8:28:19 PM CDT
To: "wfb@psd.com" <wfb@psd.com>
Reply-To: Lawrence Detmer <lawrence@detmer.com>
1 Attachment: 2013.07.16 Detmer

I will send a full response within the next few days. You have to be very pleased with all the work you and your colleagues have invested in this project.

Mac Detmer
2323 McDaniel Av, Apt 1124
Evanston, IL 60201-2569
----- Forwarded Message -----
From: Robert Dyer <rdyer@psd.com>
To: Lawrence Detmer <lawrence@detmer.com>
Date: Monday, July 15, 2013 8:19 PM
Subject: Permission

Date July 13, 2013 _____

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Lawrence M Detmer Mac Detmer

Signature Lawrence M Detmer

Relation to subject (if subject is a minor) Stuard Detmer's dad _____

Address 2323 McDaniel Avenue, Apt 1124 _____

City, State, Zip code Evanston, IL 60201-2569 _____

Telephone 874 864-6939 cell w/vm 312 320-7619 _____

Requested by _____

Date May 15, 2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) LAWRENCE SMART DETMER

Signature 

Relation to subject (if subject is a minor) Self

Address Av de Miremont 33

City, State, Zip code 1206 Geneva Switzerland

Telephone +41 79 901 9422

Requested by _____

Date 5/7/13

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Larry Diamond

Signature 

Relation to subject (if subject is a minor) _____

Address 412 West Foxdale Ln.

City, State, Zip code Arlington Heights, IL 60004

Telephone 847-749-3090

Requested by Arline Paul

* excited to see the book! ☺

Date May 26 2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Mark Steven Kirk

Signature Mark Kirk

Relation to subject (if subject is a minor) _____

Address 275 Whistler

City, State, Zip code Highland Park IL

Telephone 312 886 3506 office

Requested by _____

Signature Mimi King

Relation to subject (if subject is a minor) _____

Address 3539 Perry St.

City, State, Zip code Denver, Co 80212

Telephone 303-229-3735

Requested by Arlene Paul

Date 5/8/13

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Mary Kathleen Flynn

Signature Mary Kathleen Flynn

Relation to subject (if subject is a minor) self

Address 243 E. 77th St #4A

City, State, Zip code NH NY 10075

Telephone 917-915-7190

Requested by Arlene Paul

Date 5/8/13

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Sylvia Nora Fierstenberg

Signature Sylvia Fierstenberg

Relation to subject (if subject is a minor) self

Address 16244 NE 27th St

City, State, Zip code Belleuve, WA 98008

Telephone 206-913-8212

Requested by Arlene Paul

Date

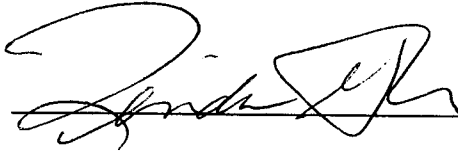
5/6/2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name)

LINDA GLASS

Signature



Relation to subject (if subject is a minor)

Address

2900 W. CATALPA AVE.

City, State, Zip code

Chicago IL 60625

Telephone

773-334-2302

Requested by

ALLINE PAUL

Date May 8, 2013,

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Walter C. Greenblatt

Signature Walter C.
Greenblatt

Digitally signed by Walter C. Greenblatt
DN: cn=Walter C. Greenblatt, o=Walter
Greenblatt & Associates, ou,
email=walter@wgreenblatt.com, c=US
Date: 2013.05.08 16:11:10 -0400

Address: 430 Nassau Street

City, State, Zip code Princeton, NJ 08540

Telephone 609 497 1282

Requested by Arline Paul

Date May 25 2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Virginia Medsen

Signature Virginia Medsen

Relation to subject (if subject is a minor) _____

Address 30423 Canwood St. # 227

City, State, Zip code Agoura Hills, CA 91301

Telephone 818-597-2115

Requested by _____

From: Afgregoryf16 <afgregoryf16@aol.com>
Subject: **Re: Center Book-Release Form**
Date: May 11, 2013 2:03:05 PM CDT
To: arline.paul@comcast.net
1 Attachment, 240 KB Save

Arline,
My signed release is attached. If you prefer a hard copy by mail, just let me know.
Doug

-----Original Message-----
From: Arline Paul <arline.paul@comcast.net>
To: Arline Paul <arline.paul@comcast.net>
Sent: Tue, May 7, 2013 11:37 pm
Subject: Center Book-Release Form

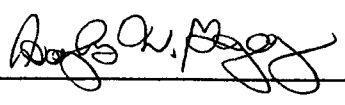
We apologize for neglecting to do this earlier, but now that the Center Book will be published in September (at long last) we request that you sign the attached release form and return it to me by email or by USPS at 940 Ridgewood Dr., Highland Park, IL 60035.

Receiving the form by May 15 would be appreciated.

Thanks,
Arline

Date 11 MAY 2013
I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) DOUGLAS WILLIAM GREGORY

Signature 

Relation to subject (if subject is a minor) _____

Address 16924 CHAPEL HILL COURT

City, State, Zip code WOODBIDGE, VA 22191

Telephone 703-730-3116

Requested by ARLINE PAUL

Date May 13, 2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Joyce E. Hanson

Signature Joyce E. Hanson

Relation to subject (if subject is a minor) Self

Address 192 E. 8th St., Apt. 4E


City, State, Zip code Brooklyn NY 11218

Telephone 646-509-1091

Requested by Arlene Paul

Date May 20, 2013
I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) William M. Hughes

Signature 

Relation to subject (if subject is a minor) _____

Address 8917 NE 16th Place

City, State, Zip code Bellevue, WA 98007

Telephone 425-450-9907

Requested by Arturo Paul

Date MAY 30th 2014

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Chris Idzik

Signature 

Relation to subject (if subject is a minor) _____

Address 365 Mission St. Apt. 2

City, State, Zip code San Antonio, TX
78201

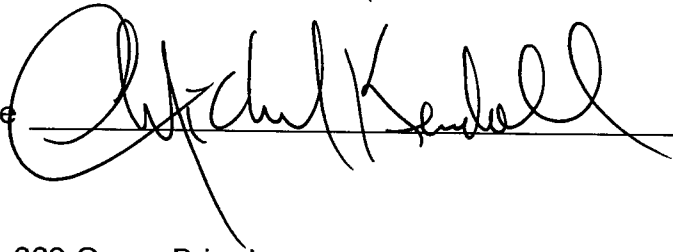
Telephone 210. 460. 8397

Requested by Arlene PAUL

Date: June 3, 2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) C. Michael Kendall

Signature 

Address: 662 Green Briar Lane

City, State, Zip code: Lake Forest, IL 60045

Telephone: 847.987.2597

Requested by: Arline Paul

Date May 26 2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Beverly Miller Kirk

Signature Beverly M Kirk

Relation to subject (if subject is a minor) _____

Address 522 Melrose Ave

City, State, Zip code Kenilworth IL 60043

Telephone 847 757 7035

Requested by _____

Date May 11, 2013
I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Carol Ann Lavelle

Signature Carol Lavelle

Relation to subject (if subject is a minor) _____

Address 617 Coolidge St #1

City, State, Zip code Honolulu HI 96826-4505

Telephone (808) 955-0383

Requested by Arline Paul / Editors

From: "Levin, Jeff" <Jeff_Levin@baylor.edu>
Subject: RE: CenterBook Release Form
Date: May 8, 2013 12:34:40 PM CDT
To: Arline Paul <arline.paul@comcast.net>
1 Attachment, 630 KB Save

See attached.

Dr. Jeff Levin
University Professor of Epidemiology and Population Health
Director, Program on Religion and Population Health (PRPH)
Institute for Studies of Religion
Baylor University
One Bear Place #97236
Waco, TX 76798
254-710-7555 (office)
254-710-1428 (fax)
254-315-7316 (cell)
jeff_levin@baylor.edu
www.baylorisr.org/about-isr/jeff-levin/
www.religionandhealth.com

Editor of *Healing to All Their Flesh: Jewish & Christian Perspectives on Spirituality, Theology, & Health* (Templeton Press, 2012; with Keith G. Meador).

Editor of *Divine Love: Perspectives from the World's Religious Traditions* (Templeton Press, 2010; with Stephen G. Post).

From: Arline Paul [arline.paul@comcast.net]
Sent: Tuesday, May 07, 2013 11:29 PM
To: Arline Paul
Subject: CenterBook Release Form

Date 5-8-13

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Jeff Levin

Signature 

Relation to subject (if subject is a minor) _____

Address 309 Trailwood Dr.

City, State, Zip code Woodway, TX 76712

Telephone 254-235-1461

Requested by Arline Paul

Date

July 13, 2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) ELAINE MADSEN

Signature

Elaine Madsen July 13, 2013

Relation to subject (if subject is a minor) _____

Address: 27502 CATALA AVENUE

City, State, Zip code SANTA CLARITA CA 91350

Telephone: 818-903-5012

Requested by: ARLINE PAUL

From: Jim McKay <jimrache@mail.med.upenn.edu>
Subject: **Re: CenterBook Release Form**
Date: May 14, 2013 3:33:12 PM CDT
To: Arline Paul <arline.paul@comcast.net>
1 Attachment, 267 KB Save

Hi Arline,
Here you go.

Jim McKay

On 5/8/13 12:29 AM, "Arline Paul" <arline.paul@comcast.net> wrote:

Sorry that we forgot to have release forms signed earlier. Now that the book is scheduled to be published in September (at long last) we do need you to sign a release form. You can sign and return it to me by email or sign and send it by UPS to me at 940 Ridgewood Drive, Highland Park, IL 60035.

It is needed by May 15.

Thanks,
Arline

Date 5/14/13

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) James Robert McKay

Signature James R. McKay

Relation to subject (if subject is a minor) _____

Address 119 Derwen Rd.

City, State, Zip code Bala Cynwyd, PA 19004

Telephone 610-664-1218

Requested by Arlene Paul

Date May 21, 2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Daniel M. McNeerney

Signature Daniel M. McNeerney

Relation to subject (if subject is a minor) _____

Address 958 Pine St.

City, State, Zip code Winnetka, IL. 60093


Telephone 847-446-1019

Requested by Arline Paul

From: Curt Milburn <curtmilburn@gmail.com>
Subject: **Re: CenterBook Release Form**
Date: May 13, 2013 3:00:11 AM CDT
To: Arline Paul <arline.paul@comcast.net>
1 Attachment, 2.1 MB Save

Date May 13, 2013
I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Curt Milburn

Signature 

Relation to subject (if subject is a minor) _____

Address Franz-Walter Str. 1a

City, State, Zip code Munich, Germany 81925

Telephone +49 89 820 79084


Requested by _____

Curt Milburn
Big Hat Tours
Phone: (CNTY Code 49) 89 8207 9084
(Landline/forwarded to mobile)
curtmilburn@gmail.com

Date May 28, 2013 _____

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Blair Johnson Miller _____

Signature  _____

Relation to subject (if subject is a minor) _____

Address 1725 Chancellor Street, _____

City, State, Zip code Evanston IL 60201 _____

Telephone 847-864-6240 _____

Requested by _____

From: Eliot Neel <eneel@sbcglobal.net>
Subject: Eliot's Center Release Form 5-15-2013
Date: May 15, 2013 11:24:45 AM CDT
To: Arline Paul <arline.paul@comcast.net>
1 Attachment, 38.0 KB Save

Hey Arline,

OK, here's the form - see attached file. BTW, I don't think I've I paid for my copy yet. Please let me know how much and when. Enjoyed last Summer's Center Reunion; looking forward to release of the "Memoirs".

Thanks!

Eliot Neel
2583 Elizabeth Ave.
Fayetteville, AR 72703

Date MAY 15, 2013
I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) ELIOT NEEL

Signature Eliot Neel

Relation to subject (if subject is a minor) _____

Address 2583 ELIZABETH AVE.

City, State, Zip code FAYETTEVILLE, AR 72703

Telephone 417-442-8625

Requested by E.N. as requested by Arline Paul via email 5/7/15

Date May 20, 2014

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Name (print full name) Barbara Parikh (nee Hanson)

Signature Barbara Parikh

Relation to subject (if subject is a minor) N/A

Address 9450 Latrobe Avenue

City, State, Zip code Skokie, IL 60077

Telephone (847) 967-6617

Requested by Arlene Paal

From: Hirsch <hirschperلمان@sbcglobal.net>
Subject: Re: Center Book Release
Date: May 28, 2013 1:09:27 PM CDT
To: Arline Paul <arline.paul@comcast.net>
1 Attachment, 669 KB Save

Hi Arline,

Here 'tis.
thanks
Hirsch

Date 28 MAY 113
I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) HIRSCH PERLMAN

Signature 

Relation to subject (if subject is a minor) _____

Address 2975 BARGEN WAY

City, State, Zip code ALTADENA CA 91001

Telephone 626 345 0362

Requested by _____

Date May 9th 2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) MELISSA BRITT PERRIN

Signature Melanie Britt Perrin

Relation to subject (if subject is a minor) Self

Address 822 SKOKIE BLVD UNIT E

City, State, Zip code WILMETTE IL 60091

Telephone 847-251-7027

Requested by _____

Date 5/28/2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Susan Ringel Segal

Signature Susan Ringel Segal

Relation to subject (if subject is a minor) _____

Address 1138 Scott Av.

City, State, Zip code Winnetka, IL 60093

Telephone 847-501-3820

Requested by _____

In case you didn't receive a previous one, here's another form.
Please get it back to me by June 7.

Would love to catch up over coffee if you are back on the North Shore.

Fondly,
Arline

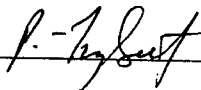
PERSONAL
This email is UNCLASSIFIED.

Date May 30, 2013

I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) PHILIP FRANZ D. SEITZ, JR.

Signature



Relation to subject (if subject is a minor) self

Address 1335 Plymouth Lane

City, State, Zip code Glenview IL 60025-2270

Telephone 847-749-8682

Requested by Arline Paul

From: Katy White <KWhite@rolla.k12.mo.us>
Subject: memoir release
Date: June 21, 2013 9:35:07 AM CDT
To: "arline.paul@comcast.net" <arline.paul@comcast.net>
1 Attachment, 27.7 KB · Save

Arline:

Sorry that my school spams everything. Here is the signed release.

Katy

Date June 20, 2013
I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) Kathryn White

Signature Kathy White

Relation to subject (if subject is a minor) _____

Address 13950 Co Rd 7550

City, State, Zip code Newburg MO 65550

Telephone 573 762 3568

Requested by _____

PI Ex. 8-- Catalogue Sheet for Center Book

Becoming Self-Directed Learners

Student & Faculty Memoirs of an Experimenting High School 40 Years Later

James Bellanca, Arline Paul, and Mark Paul, editors

In 1972, an intrepid group of teachers and students at New Trier High School (Winnetka, IL) formed the Center for Self-Directed Learning. Each student would design their own program instead of following the daily grind of standardized courses with off-the-shelf textbooks, canned lectures, and, of course, the all-important final exam.

Approximately 600 students took the plunge into the unknown during the Center's 10 years. And now, more than 35 Center graduates look back on their experience, each of them writing about why they left the standard curriculum and joined the Center, what they did in the Center, and how the Center has affected their adult lives.

Although there are shelves of books on the general subject of high school reform, *Becoming Self-Directed Learners* is believed to be the only in-depth and long-term report written by the students who actually reformed their high school experience, and from a middle-aged perspective when they can clearly see the arcs of their careers and lives. These autobiographical sketches are a rich source on the lifelong effects of deeper learning.

Among the graduates who contributed memoirs are Sen. Mark Kirk (R-IL) and Oscar-nominated actress Virginia Madsen.

Notable graduates who contributed memoirs include a woman who taught herself calculus using a French textbook and is now a quantum physicist based in Australia, an Air Force Academy graduate and fighter pilot who retired as a full colonel, an established London-based orchestral conductor, and several university professors and administrators.

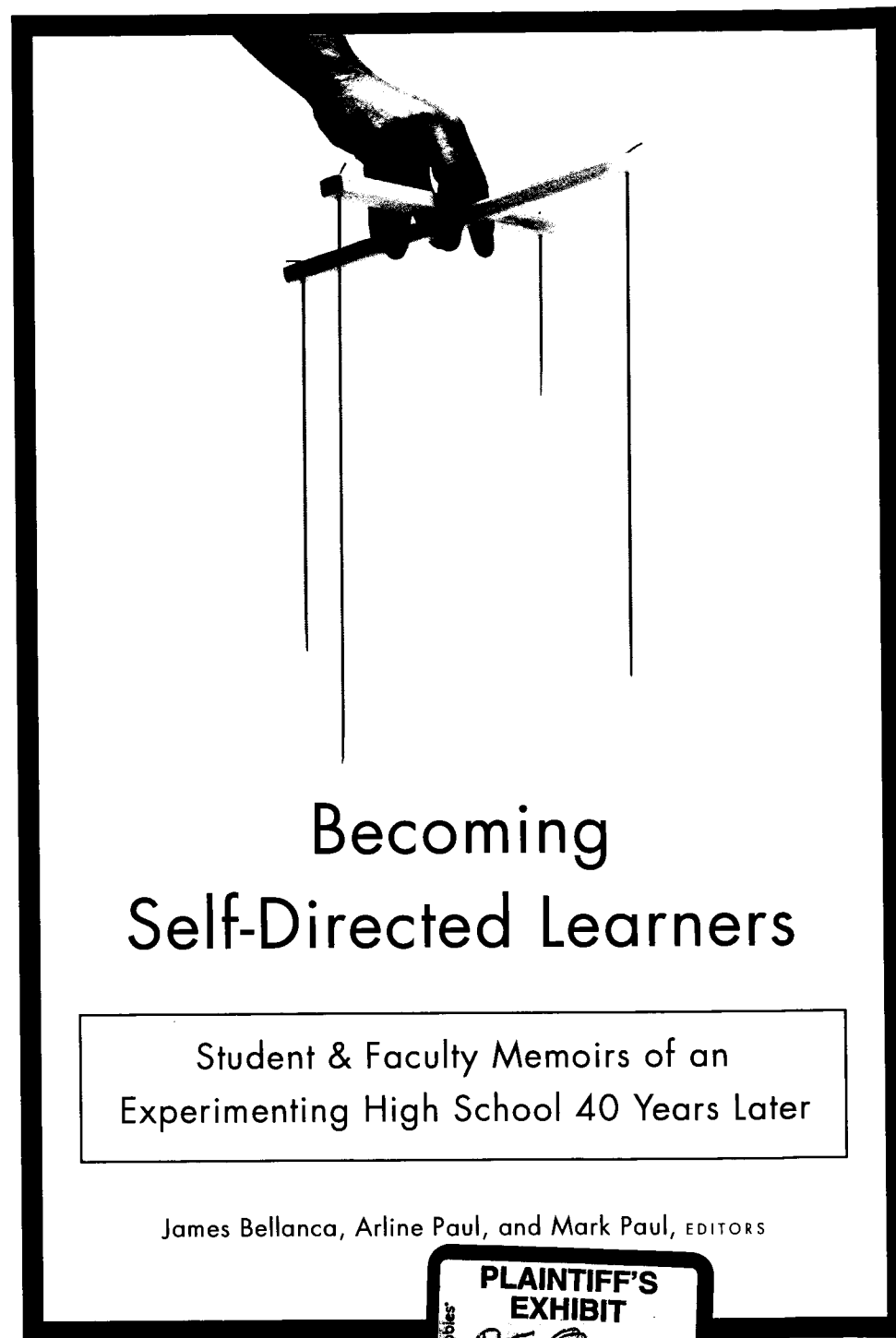
Also providing accounts are a lead teacher who has founded a K-8 school within the Denver school system built largely on Center principles, the head of UCLA's sculpture department, and a professor who teaches epidemiology, population health, and medical humanities at the Baylor University medical school, as well as psychiatry and behavior science at the Duke University Medical Center.

Two key faculty members, James Bellanca and Arline Paul, contribute introductory essays. Bellanca developed the initial thinking that led to the Center, and Paul served on the faculty for its entire lifespan.

Available wherever books are sold

Paper ISBN: 978-1-935766-90-2. \$14.99

eBook ISBN: 978-1-935766-99-5. \$7.99



Becoming Self-Directed Learners

Student & Faculty Memoirs of an
Experimenting High School 40 Years Later

James Bellanca, Arline Paul, and Mark Paul, EDITORS

PLAINTIFF'S
EXHIBIT

PI 8

“The Stories Renew our Faith in the Human Drive for Self-Fulfillment”

Becoming Self-Directed Learners is an amazing collection of testimonies, memoirs, and reflections from graduates of a school intent on fostering self-directed learning, providing a longitudinal study of the positive and long-lasting effects of instruction in which students must self-manage, self-monitor and self-modify. Graduates who have excelled and achieved prominence in a variety of fields—politics, the arts, science, and international relations—provide compelling evidence of the positive effects that self-directed learning has contributed to their success.

What these stories disclose is that humans learn best what they want to learn. They demonstrate that learning derived from a carefully structured program of self-directedness does not fade away after the test or even in several months. Rather, it lasts for a lifetime. —*Arthur L. Costa, Ed.D. is a Past President of the Association for Supervision and Curriculum Development (ASCD).*

“The Center’s Contribution to Curriculum was Substantial”

Becoming Self-Directed Learners highlights a critical chapter of American educational history. Its emphasis on the individual experiences of participants in a great experiment is exemplary and necessary. Increasingly the most productive educational literature will be composed of systematic studies of individual learning experiences. After all is not each learning experience individual? As Jim Bellanca suggests in his introduction, apart from the individual student, the teacher, the learning goal, and the conditions of their encounter, there are no axiomatic “best practices.”

You will not find anything dated in this chronicle from the last century. The problems, challenges, and struggles for solutions faced by the New Trier Center for Self-Directed Learning are real and credible in our contemporary educational environment. Indeed in many ways educational institutions are growing increasingly oppressive for all involved and so the need for alternatives becomes all the more compelling. —*Paul Zachos directs ACASE, a professional association of scientists and educators dedicated to develop the scientific capabilities of educators, secondary and college students, and the general public.*

“An Inspiration for Today’s Innovators”

The stories and memoirs of this book reveal how the Center’s students and teachers created and implemented a culture of self-directed learning and self-assessment. They are a treasure trove of lessons and an inspiration for today’s innovators.

—*Bob Pearlman is a strategy consultant for 21st Century school development.*

“This Collection Contains Much Wisdom”

Many students who opted for the Center had been well-adjusted strong achievers in the parent school. Others, however, had been chronic underachievers. Of these, some, bored by school, lacked motivation; some felt socially isolated; and some had issues such as learning disabilities, dangerously low self-esteem, or drug addiction that got in the way. Many of those underachievers report that they soon blossomed after transferring into the Center. In addition to the turnaround in their high school experience, many credit the Center for setting them on a path to adult success. There are some striking examples: a psychologist who overcame severe learning disabilities (first recognized by the Center math facilitator) to earn her Ph.D. in psychology and a clinical and teaching career; an actress nominated for a Golden Globe and an Academy Award. —*Ray Greenblatt served on the School Board of the Winnetka Public Schools (K-8) from 1969 to 1975, and during that time his son, Walter, was a student in the Center.*

“The Experiment was Clearly a Success”

There have been too few books like this one about the actual practice of progressive education. It is an important historical document from the 1970s specifically and education generally. The decision to ask the students and teachers to write their own autobiographic story is especially appropriate. In style and content, this text is well grounded in its own philosophical tradition of guiding students to find and use their own voice, of putting students at the center of learning. For the students who experienced The Center, the experiment was clearly a success. For readers today, their stories may remind us that pre-packaged curriculum and high-stakes tests are not the only ways to learn. —*Dr. Timothy Dohrer is Director of the Master of Science in Education program at Northwestern University. He is a former teacher and principal at New Trier High School in Winnetka, IL.*

“When learning is self-directed, learners emerge as who they are.”

The questions that led to the Center remain with us today. Why are so many students disengaged? Why, in a transdisciplinary, problem-centered world, do we persist in dividing the “content” of education into “subjects”? Why insist on the same pace and the same content for everyone? Why shut out passion and interest? Why not foster self-directed learning in a community of learners? Some of us have been pursuing these questions in various ways for a long time. Others have just embarked on the journey. All of us, young and old, can draw inspiration from the lessons of the Center as conveyed by the powerful voices in this volume. —*Rob Riordan is president of High Tech High Graduate School of Education, San Diego, CA.*

PI Ex. 9-- Publishing Contract

AGREEMENT made this day, September 3, 2012 between Wicker Park Press Ltd (the "Publisher") located at PO Box 5318, River Forest, IL 60305 and James Bellanca, Arline Paul, and ~~MARK~~ Paul (the "Author") whose address is 310 Keystone Court Glencoe, Ill. 60022 *Arline & Mark Paul - address is: 940 Ridgewood Dr. Highland Park, IL 60035*

WHEREAS, the parties are desirous respectively of publishing and having published a certain work, — The Center for Self-Directed Learning (the "Work" ~~to be published~~) JAB

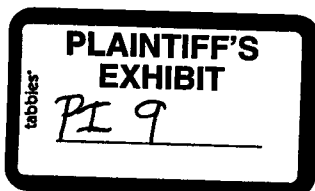
THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

1. GRANT. The Author grants to the Publisher, during the full term of copyright in the Work, and any and all renewals and extensions of such copyright, the following exclusive world-wide rights:

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- c. Promotional Rights: The right to use the name, likeness and biography of the Author and to publicly display the Work in advertising, promotion, publicity and otherwise in connection with the exercise of the rights granted in Paragraphs 1a and 1b, and the right to authorize others so to do.

2. MANUSCRIPT.

- a. Delivery: The Author has delivered to the Publisher one (1) copy of the manuscript of the Work and will deliver within 30 days of the signing of this agreement, a disk, Macintosh formattable, acceptable to the Publisher in form and content for publication. The manuscript shall be in the English language and shall include copy for the title page, and for non-fiction works shall also contain a table of contents, an index, bibliography, illustrations, charts and other related materials. On failure of the Author to provide these related materials, the Publisher may supply them and charge the expense thereof to the Author.
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that manuscript and substitute a revised or different manuscript therefor unless revisions are requested by the Publisher or the Publisher has agreed in writing to the substitutions.

The Author acknowledges that the Publisher's acceptance of the Author's manuscript and the Publisher's duty to publish said manuscript is subject to the Publisher's right to edit and revise the manuscript to the Publisher's satisfaction. If the Author shall fail to edit or revise the manuscript to the Publisher's satisfaction, the Publisher shall, at its sole discretion, have the right to reject the manuscript and terminate this agreement, or edit, revise, or otherwise modify the manuscript to suit its requirements. In the event the Publisher shall reject the manuscript and thereby terminate this agreement, Publisher and Author shall have no further liability to each other.

Acceptance by the Publisher shall only be in writing signed by an officer of the Publisher; and no request for revisions or other comments or communications from the Publisher shall be deemed an acceptance or rejection.

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eliminate and replace [REDACTED]

JAB

f. Proofreading: The Publisher shall furnish galley proofs of the Work to the Author who shall, within fifteen (15) working days after receipt, read, correct and return the same. Should the Author fail timely to return the corrected galleys, the proofs will be deemed approved by the Author in all respects. Any changes made by the Author and which are acceptable to the Publisher, other than corrections of printer's errors which exceed fifteen percent (15%) of the original cost of composition, shall be charged to the Author against moneys due him/her under this or any other agreement with the Publisher.

g. Termination: If this Agreement is terminated, the Publisher shall have the right to recover from the Author any and all costs and expenses incurred by it in connection with the Work. Until such reimbursement, the Author shall not allow the Work to be published elsewhere; but once the Publisher's costs and expenses have been repaid, the Publisher and Author shall have no further liability to each other hereunder.

3. PUBLICATION.

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a. Time and Manner: Within a reasonable time after acceptance of the Work [REDACTED] proofing the galleys thereof, the Publisher will publish the Work in such a style and manner and at such price as it deems best, and will keep the Work in print as long as it deems expedient, but it will not be responsible for delays in publication caused by circumstances beyond its control.

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5. CONSIDERATION TO AUTHOR

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 - (d) Where the discount is 52% or more of the retail price: half of the existing royalty set forth in subparagraph a(1) above will be paid to the Authors.
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- (4) Foreign Language: The right to translate and publish the Work in book or serial form, in complete, condensed or abridged versions.
- (5) Receipts from Other Rights: The right to license English or foreign language rights for publication as digest, abridgement, condensation, selection or quotation, anthology, second serialization if available, syndication.
- (6) Advertising and Merchandising Tie-ins: The right to license characters, devices, series title or themes, novelty and similar commercial uses of the Work and to license material based on the Work or on any illustration contained therein, including without limitation, any such illustration furnished or paid for by the Author.
- (7) Other Media: Reproduction in film strips, transparencies, slides, microfilm, microfiche, programmed instruction, computers, computer programs or systems for the storage and retrieval, dissemination and reproduction of information, including without limitation CD-Rom or by any other means or media.
- (8) Performance and Reproduction: Licenses for records, tapes or other methods of audio reproduction of the Work, or for purposes of reading aloud.
- (9) Motion Picture, Dramatic, Television and Radio: The right to license motion picture, television, radio and dramatic rights in and to the Work or in connection with the Work (including free, cable and pay television and radio, in or in connection with a single program or a series).
- (10) Reproduction on Audio/Video Recordings: The right to license use of Work by any device or system now (e.g., on video-cassette or disc) or hereafter known, except that any rights which would fall under subparagraph 5b(9) above shall be deemed granted pursuant to that Paragraph.
- (11) Reprography: Any mechanical, photographic, electronic, chemical or other reprography rendition or recording not set forth in any of the foregoing methods or manners or by any other method or manner now or hereafter known or devised.

If any license granted by the Publisher shall include any part of the Work and material of others, the amount payable to the Author shall be computed as a pro-rata share (based on the total number of authors included) of the moneys received by Publisher. The Publisher may grant the licensee or grantee of any of the rights referred to in subparagraph 5b(9) above, the right to publish excerpts, summaries and condensations of the Work not to exceed 7,500 words in the aggregate, for advertising and exploiting such rights, provided however, that such grant shall require the purchaser to take reasonable steps to protect the copyright in the Work. The Publisher may also authorize the performance or reproduction of selections, summaries and condensations of the Work in any medium, without charge including any royalty to the Author if, in the opinion of the Publisher, such performance or reproduction will promote sales of the Work.

6. STATEMENTS; PAYMENTS.

- a. Statements: The Publisher will render to the Author written semiannual statements of account during March and September of each calendar year covering the six month period ending, respectively, on the prior December 31st and June 30th, and make settlement for any balance shown due thereon. If such balance is less than \$100, no payment shall be required until the next statement showing a cumulative balance due of \$100 or more.

(1) Reserve: In rendering such statements, the Publisher may set up a reserve of twenty percent (20%), to allow for returns during the first three royalty accounting periods following initial publication of the Work.

(2) Deductions: The Publisher may deduct from any payments due to the Author under this or any other agreement between the Author and the Publisher:

(i) The amount of any overpayments of moneys due the Author as advances, royalties, compensation from the disposition of subsidiary rights and the like; and

(ii) Any amounts payable by the Author to the Publisher under this Agreement unless the Publisher chooses to bill the Author separately for such amounts (which amounts shall then be paid promptly to the Publisher by the Author).

b. Accuracy: Any statements rendered by the Publisher to the Author shall be deemed true and accurate unless the Author mails to the Publisher a certified letter, by the end of the May or November after the date of the March and September statements, respectively, which lists in detail all items on the statement to which the Author objects and the nature of each objection.

c. Audit: At the Author's own expense, on no less than thirty (30) days prior written notice, the Author may examine or cause to be examined, during regular business days and hours, by Certified Public Accountants, the books and accounts of the Publisher insofar as they relate to the sale or licensing of the Work. If errors in excess of 5% are found in the Author's form, the Publisher shall bear the cost of such examination.

7. AUTHOR'S FREE COPIES. The Publisher will furnish ten copies of the first edition of the Work to the Author without charge. The Author may purchase additional copies, for personal use, from the Publisher at a 40% discount from the retail trade price, free of royalty.

8. REVERSION OF RIGHTS. In the event that (i) there is no edition of the Work in print or for sale in any edition by the Publisher or any of its licensees, and no contract (except for the present Agreement) is in existence for future-publication of any edition or for use of the Work in any manner; (ii) there is no unearned advance royalty or other unsatisfied indebtedness of the Author to the Publisher; and (iii) no earnings have been payable to the Author hereunder during two (2) consecutive accounting periods from and after the third year following initial publication, then, at any time thereafter, the Author may in writing demand the reversion or reassignment of all rights hereby granted to the Publisher. The Publisher shall have six (6) months after receiving such demand in which to make arrangements for reprinting or other use of the Work, or may submit other evidence of anticipated earnings from the Work, and upon the submission of evidence to such effect this agreement shall continue in full force and effect as if no such demand had been made; but if at the expiration of the sixth (6) month the Publisher shall not have made any such arrangement or submitted such evidence, all rights hereby granted to the Publisher shall forthwith revert to the Author (a) subject, however, to any outstanding licenses and the Publisher's right to participate in the proceeds thereof and pay sums due to the Author hereunder, and (b) excepting for rights of the Publisher springing from representations, warranties, indemnities and other rights specifically stated herein as surviving the termination of this Agreement.

9. OTHER WORKS BY THE AUTHOR.

a. Competing Works: The Author, during the term of this Agreement, shall not, without the written permission of the Publisher, publish or furnish to any other publisher, for sale or trade or otherwise, any material taken from or based on material in the Work, or any work or material upon the same subject, that might compete with the sale of the Work. ~~Author at~~

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10. ASSIGNABILITY. This agreement will be binding on and inure to the benefit of the heirs, executors, administrators or assigns of the Author and the successors or assigns of the Publisher. The Publisher may assign this Agreement, but only in its entirety. The Author may assign this Agreement only as to any net sums due or to become due to the Author hereunder and then only to a single entity and upon sixty (60) days prior written notice to the Publisher.

11. INTERPRETATION.

- a. Entire Understanding: This Agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.
- b. Construction: This Agreement, negotiated and executed in the State of Illinois, will be construed in accordance with the laws of that state relating to contracts to be therein performed.
- c. Paragraph Headings: Paragraph headings herein are for convenience only and, being no part of this Agreement, are not to be used to modify or interpret any part thereof.
- d. Severability: Should any one or more of the numbered or lettered paragraphs of this Agreement be found void or otherwise unenforceable for any reason, the remainder of the Agreement will be enforced as written.
- e. Speculative: Both parties acknowledge that the commercial success of the Work as published is speculative and nothing herein contained shall be construed as a representation by either party that the Work will become an artistic or commercial success or that any royalties will be earned therefrom.

12. JURISDICTION. Any action brought against either party herein against the other based on or arising from this Agreement shall be brought in the federal or state courts located in the State of Illinois and the City of Chicago. Each of the parties herein agrees that service of process upon that party by certified mail, return receipt requested, shall be deemed personal service upon that party in the City of Chicago made on the tenth (10th) day after receipt of such service.

13. NOTICES. Any notice required and payments made under this Agreement shall be deemed to have been properly made if made by U.S. mail and addressed to the party so notified or paid at the address first hereinabove for that party.

Publisher

~~_____~~
Eric Miller
Pres.
Wicker
Park Press
Ltd.

Author

James DeLano
Chell
Mark Paul
Arlene Paul
MARK PAUL
Arlene Paul

EXHIBIT A (Wicker Park Press)

PI Ex. 10-- Emails: 4/25/13 from M. Paul to E. Miller, 4/25 from E. Miller to M. Paul, 4/26 from M. Paul to E. Miller

[Print](#) | [Close Window](#)**Subject:** Re: On Becoming a Self-Directed Learner**From:** Mark Paul <mark-paul@comcast.net>**Date:** Fri, Apr 26, 2013 3:17 pm**To:** <eric@3ibooks.com>**Cc:** "Jim Bellanca" <jab@iriinc.us>, "Stan&Arline Paul" <arline.paul@comcast.net>

Eric:

Below, we have attached the paragraph from the contract that covers our right, albeit applied reluctantly, to remove the publication of our book from Wicker Park Press.

Termination: If this Agreement is terminated, the Publisher shall have the right to recover from the Author any and all costs and expenses incurred by it in connection with the Work. Until such reimbursement, the Author shall not allow the Work to be published elsewhere; but once the Publisher's costs and expenses have been repaid, the Publisher and Author shall have no further liability to each other hereunder.

Please comply with our prior e-mail request for the return of all items forthwith and to cease all activity on the book as of our note yesterday.

As per the termination statement, upon receipt of itemized reimbursement of your sunk costs to this date, we will make payments so that we may publish elsewhere. Please send all correspondence to Mark Paul at mark-paul@comcast.net and materials to:

Mark Paul
940 Ridgewood Drive
Highland Park, IL 60035

Jim, Arline and Mark

On Apr 25, 2013, at 2:40 PM, <eric@3ibooks.com> wrote:

Mark

You can't break the agreement, we have a contract for this book. I spent several hours working on the manuscript which was not delivered to me the way the contract stated -- "2a. The Author has delivered to the Publisher one (1) copy of the manuscript of the Work within 30 days of signing of this agreement, a disk, Macintosh formattable, acceptable to the Publisher in form and content for publication ..."

Read the whole paragraph -- You sent me 30 different emails with the content, and you did not assemble the manuscript, I did all the work on it. That is not the way it's supposed to go, and not what we agreed to.

Look at 3a. in the contract. You need to proof the galleys which are coming up now. Then I publish it within three months. You have not lived up to your responsibility -- there are delays because you wanted a different cover, you wanted to change the title without consulting me after we had agreement, and you did not accept the promotional content we wrote in-house for the book. So the delays are YOUR fault. I invested considerable time, money and energy working on this book, and you have not cooperated with me.

P. 7 EXHIBIT B (WICKER PARK

PLAINTIFF'S
EXHIBIT

tabbles

PI 10

Your seeing no evidence of progress is completely subjective. We are in the timeline for the galleys. Everything is proceeding according to plan.

So Mark, sorry but you are on the hook for the delays here. I need to be compensated for my time and energy put into this book. I proceeded in good faith and you have violated a trust. There can be no breaking of the contract because you feel like it.

Eric

----- Original Message -----

Subject: On Becoming a Self-Directed Learner
From: Mark Paul <mark-paul@comcast.net>
Date: Thu, April 25, 2013 2:20 pm
To: Eric Miller <eric@3ibooks.com>
Cc: Jim Bellanca <jab@iriinc.us>, Stan&Arline Paul <arline.paul@comcast.net>

Because we have previously expressed to you our profound dissatisfaction with the fulfillment of your responsibilities in a timely manner and see no evidence of progress, we are terminating our agreement with you and Wicker Park Press Ltd.

Please return all materials to the following address, take down the web site for the book, and cease any further effort on behalf of the book.
James Bellanca, Arline Paul, Mark Paul

Mark Paul
773-698-2514
#####

Mark Paul
773-698-2514
#####

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P. 8 EXHIBIT B (WICKER PARK PRESS)

PI Ex. 11-- 4/27/13 "Fees" Invoice, entry of 09/03/2012

P. 1 EXHIBIT C (Wicker Park Press)

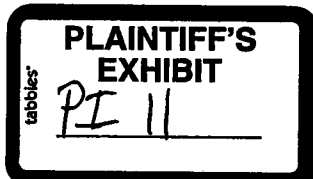
James A. Bellanca, Arline Paul, and Mark Paul
 310 Keystone Ct. 940 Ridgewood Rd
 Glencoe, IL 60022 Highland Park, IL 60035

Settlement Date April 27, 2013
 Statement No. 2012-13
 Account No. Center Book

RE: Termination of Publisher Agreement – On Becoming a Self-Directed Learner

Balance due upon receipt Hourly rate: \$100.00

	<u>Fees</u>	Hours	Totals
09/03/2012	Drafting Agreement between Editors and Publisher	5.0	
11/12/2012	Fully executing signed Agreement between parties	3.0	
12/14/2012	Meeting in Glencoe with Editors	1.5	
12/14/2012	Miles driven @ .56 mile – River Forest to Glencoe – 42 miles		23.52
12/14/2012	Time for travel in automobile	1.5	
12/16/2012	Drafting communication and follow ups, phone calls	1.5	
12/17/2012	Email communication with editors regarding title for book	2.5	
12/17/2012	Email communication and phone calls with Ted Lowitz and Guy Palm regarding cover for book	2.0	
12/21/2012	Reviewing Author Questionnaire	1.0	
12/21/2012	Reviewing manuscript	4.0	
12/22/2012	Reviewing email communications regarding title for book	2.0	
12/26/2012	Reviewing cover proposals from Ted Lowitz	2.0	
12/28/2012	Email communication with editors regarding title for book	3.0	
12/29/2012	Email communication regarding title and cover art for book	1.5	
12/30/2012	Reviewing Jim Bellanca's revised introduction to book, and incorporating quotes for the front matter to book	1.5	



P. 2 EXHIBIT C (WICKER PARK PRESS)

James A. Bellanca, Arline Paul, and Mark Paul

Settlement Date April 27, 2013

Page 2

Account No: Center Book

<u>Fees</u>		Hours	Totals
01/01/2013	Request sent to editors for additional materials for book; Establish short term goals; Further work on manuscript	3.5	
01/04/2013	Reviewing email communications regarding title for book; organization for manuscript	3.0	
01/05/2013	Reviewing email communications with editors; confirm meeting	1.0	
01/08/2013	Meeting in Glencoe with Editors	2.0	
01/08/2013	Miles driven @ .56 mile – River Forest to Glencoe – 42 miles		23.52
01/08/2013	Time for travel in automobile	1.5	
01/08/2013	Downloading, assembling and organizing contributor biographies to book from editor emails sent	4.0	
01/09/2013	Reviewing and editing Jim Bellanca's second revision to book introduction	2.0	
01/09/2013	Transcribing notes from editor-publisher meeting	1.5	
01/10/2013	Assembling and organizing manuscript into a WORD file from 30 + email messages sent in by editors	4.0	
01/14/2013	Reviewing editor's email messages; further work on manuscript	1.5	
01/15/2013	Creating computer files with all separate materials sent in by editors – stories, biographies, and supplemental material	4.0	
01/17/2013	Creating and populating files and a disk of all materials for book; review email communications with editors <i>Note: editors specifically say they want publisher to create disk and files from bulk emails sent in by editors – this is not what is stated in Agreement</i>	5.0	
01/18/2013	Review email messages from editors	2.0	
01/22/2013	Email communication with Jim Bellanca in AU	1.0	
01/22/2013	Assembling and organizing manuscript into WORD file	4.0	

P. 3 EXHIBIT C (WICKER PARK PRESS)

James A. Bellanca, Arline Paul, and Mark Paul

Settlement Date April 27, 2013

Page 3

Account No: Center Book

<u>Fees</u>		Hours	Totals
01/22/2013	Email communications with Ted Lowitz regarding cover for book – cover presentation # 2	2.0	
01/22/2013	Work on editorial contribution	2.0	
01/22/2013	Email communication with editors regarding book cover	1.5	
01/23/2013	Email communication with editors	2.0	
01/24/2013	Provide one document (WORD file) and listing for editor's review; request for additional materials sent to editors	4.0	
01/27/2013	Received materials for contributor VJ; review material	2.0	
01/27/2013	Received materials for contributor Rubens; review material and email communication with Rubens	1.5	
01/29/2013	Assembling material emailed in by editors; 2 nd request for missing materials; provide editors with latest manuscript version in WORD	4.0	
01/30/2013	Email communication with editors regarding revised Rubens story; debate about which synthesis to include in appendix	1.5	
01/30/2013	Received and review White story, reformat WORD file	2.5	
01/31/2013	Review email communications and further assemble materials and prioritize lists on WORD file		4.0
01/31/2013	Received and review Acknowledgements; 3 rd request for additional materials (request sent to set up and use Google Documents to make file transfer easier– request denied by co-editor, Mark Paul)	1.5	
01/31/2013	Complete to-date WORD document assembled and emailed to editors for review; this does not include missing materials	2.0	
01/31/2013	Review Snippets and quotes – place in WORD document	2.0	
01/31/2013	Email exchanges with editors about PDF files that will not convert to the WORD program	2.0	
01/31/2013	Receive and review Kendall story and place in WORD document	1.5	

p.4 EXHIBIT C (WICKER PARK PRESS)

James A. Bellanca, Arline Paul, and Mark Paul

Settlement Date April 27, 2013

Page 4

Account No: Center Book

	<u>Fees</u>	Hours	Totals
02/01/2013	Receive and review Fuerstenberg story; place in WORD document	1.5	
02/01/2013	Email communications with Ted Lowitz regarding cover for book – cover presentation # 3	2.0	
02/02/2013	Further review and communication with editors concerning Ted Lowitz cover proposals	2.0	
02/05/2013	Reflow and assemble all materials in the WORD document; email communication with editors (Jim Bellanca in HI)	5.0	
02/06/2013	Receive and review co-editor Arline Paul story; receive and review contributor biographies from Blair Miller, Perrin, and Greenblatt	2.0	
02/06/2013	Review and accept final cover selection from Ted Lowitz (cover accepted via email with editors at 9:49 am)	1.0	
02/07/2013	Incorporating cover on publisher web site; create page for book on publisher web site; set up links and activate ecommerce for pre-orders of book	2.0	
02/07/2013	Input book into RR Bowker system; create ISBN and set up metadata for book, including BISAC coding and comparable books	1.5	
02/07/2013	Add book image and book info on publisher Facebook page	1.0	
02/12/2013	Work on contribution	2.0	
02/12/2013	Work on trade catalog, with book on cover and featured in in a 2-page spread in Spring 2013 catalog – September 2013 pub date established	4.0	
02/14/2013	Further work and review of WORD document	1.5	
02/19/2013	Further work and review of WORD document	1.5	
02/21/2013	Further work and review of WORD document (4 th request sent to editors for missing materials)	1.5	

p. 5 EXHIBIT C (WICKER PARK PRESS)

02/26/2013 Receive and review Neel biography, Bev Kirk story, and revision for Arline Paul story – place in WORD document 4.0

James A. Bellanca, Arline Paul, and Mark Paul Settlement Date April 27, 2013 Page 5
Account No: Center Book

Fees

		Hours	Totals
02/26/2013	Email communication with editors (5 th request sent to editors for missing materials)	2.0	
02/28/2013	Review Arline Paul piece, place in WORD document; email and phone consultation with editors; to-date WORD document sent to editors (6 th request made to editors for missing materials)	3.0	
02/28/2013	Receive and review Fuerstenberg biography, place in WORD document	1.0	
03/01/2013	Email communication with editors regarding parent contributions – whether to include or not	2.0	
03/01/2013	Receive and review Kendall story and Greenblatt biography (Jim Bellanca sends us attachments of material we already have ...)	1.5	
03/05/2013	Work on contribution; place new material in WORD document	2.5	
03/07/2013	Receive and review Illinois Legislation regarding Center education; add Eric Miller story and biography; receive and review Bill Gregory piece	2.0	
03/07/2013	Add new materials to WORD document; reflow text; clarify graduation years for some contributors; email communication with editors	1.0	
03/08/2013	Further edits and tweaks to the order of book; email communications with editors	2.0	
03/09/2013	Edits and revision to Eric Miller piece from editors via phone and email	2.0	
03/12/2013	Work on revised contribution	2.0	
03/19/2013	Work on revised contribution	2.0	
03/21/2013	Email communication with editors; further work on manuscript	2.0	

P. 6 EXHIBIT C WICKER PARK PRESS

03/28/2013 Email communication with editors; submit Eric Miller story, accepted by editors 2.0

James A. Bellanca, Arline Paul, and Mark Paul Settlement Date April 27, 2013 Page 6
Account No: Center Book

Fees

		Hours	Totals
03/29/2013	Email communication with editors; Ted Lowitz cover rejected by editors ("no eye catch"). From Internet, editors suggest Type-Writer in Canada and Jamie Kennan to do cover. Ted Lowitz is not consulted	4.0	
04/03/2013	In communication email with Type-Writer, co-editor Mark Paul mentions that subtitle of the book has changed. This is done without consulting publisher	1.0	
04/05/2013	Email communication with editors regarding subtitle and cover design; disagreement ensues – these two things were clearly established but editors insist on mid-course correction – extensive email communication	3.5	
04/07/2013	Marketing meeting proposed via email to clear the air	1.0	
04/11/2013	Publisher creates advance title information sheet, outline of marketing plan in shorthand to be discussed at meeting	3.0	
04/12/2013	Meeting in Glencoe with Editors	2.0	
04/12/2013	Miles driven @ .56 mile – River Forest to Glencoe – 42 miles		23.52
04/12/2013	Time for travel in automobile	1.5	
04/12/2013	Email communication with editors post-meeting	2.0	
04/13/2013	Review notes from meeting sent via email from editors	1.0	
04/13/2013	Email exchange with editors about cover and marketing plan	2.0	
04/15/2013	Email exchange with editors – Keenan offers \$1000 for cover (Type-Writer sends several cover designs – there is no dialog and they are rejected out of hand)	3.0	
04/15/2013	Publisher has a phone call with Linda Glass, professional editor who will work for free: -- she has story in the book. Publisher sends WORD file to Linda and she is told to proceed with edits on book	1.0	

P. 7 EXHIBIT C (WILKEL PARK PRESS)

James A. Bellanca, Arline Paul, and Mark Paul

Settlement Date April 27, 2013

Page 7

Account No: Center Book

	<u>Fees</u>	Hours	Totals
04/15/2013	Email exchange with editors regarding expense associated with book cover. Publisher against spending \$1000 for cover	1.0	
04/15/2013	Receive and review new web copy and short book description for the Advance Book Information Sheet from co-editor Mark Paul. New debate arises on the structure of the press release and email address to use	2.0	
04/16/2013	Email exchange with Jim Bellanca where he justifies using Keenan for \$1000 even though s/he has not submitted any cover designs. Jim will not consider any alternatives.	3.0	
04/18/2013	Further email exchanges with editors regarding cover issue	1.5	
04/20/2013	Meeting proposed via email to clear the air; review and receive edited version of WORD document from Linda Glass	1.5	
04/22/2013	Meeting in Glencoe with Editors	2.0	
04/22/2013	Miles driven @ .56 mile – River Forest to Glencoe – 42 miles		23.52
04/22/2013	Time for travel in automobile	1.5	
04/23/2013	Receive and review follow up from meeting. Co-editor Mark Paul sends <i>Book Promotion</i> PDF	1.0	
04/23/2013	Receive and review various email lists from editors for promotion	2.0	
04/24/2013	Find several errors in WORD document supplied by Linda Glass. Email exchange with co-editor Arline Paul for fact checking.	2.5	
04/25/2013	Email exchange with editors regarding creating page proofs. Publisher would like to do one more proof with outside editor. Also eBook can be created from the proofed document.	1.0	
04/25/2013	Email exchange where co-editor Mark Paul says he wants to terminate Agreement. Back and forth, and Mark Paul asks for a list of "sunk expenses" into the project. They will pay me for these expenses "and publish elsewhere."	1.0	

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EXHIBIT C (WICKER PAPER PRESS)

04/27/2013

Accounting of expenses created by publisher for editors

5.0

James A. Bellanca, Arline Paul, and Mark Paul

Settlement Date April 27, 2013

Page 7

Account No: Center Book

Fees

		Hours	Totals
04/28/2013	Totals – due on receipt	217.50	94.08
	Hourly rate total		\$21,750.00
	Mileage total	\$	98.08
	Grand total – remit to above address		\$21,750.00

PI Ex. 12-- Defendants' State Court Complaint without Exhibits

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

FILED B - 15

2013 AUG 22 PH 1:59

THE WICKER PARK PRESS, LTD.
and ERIC MILLER, Plaintiffs

v.

JAMES BELLANCA, ARLINE PAUL and
MARK PAUL, Defendants

Case No. _____

BY BOTH PARTIES
IN THE CIRCUIT COURT
OF COOK COUNTY, ILL.

DEMAND FOR JURY TRIAL

VERIFIED COMPLAINT

Plaintiffs, by their attorney, Gareth E. Gollrad, for their Verified Complaint against the Defendants, James Bellanca of Glencoe, Illinois, Arline Paul of Highland Park, Illinois, and Mark Paul of Highland Park, Illinois, state:

PARTIES

1. The Plaintiff, Wicker Park Press, Ltd., is an Illinois Corporation with its office and place of business located in River Forest, Illinois. Plaintiff Eric Miller, the owner of Wicker Park Press, Ltd., is a resident of River Forest, Illinois. The Defendants, who acted jointly in this matter and who, therefore, are named jointly in this Complaint, include the following: Defendant James Bellanca is a resident of Glencoe, Illinois. Defendant Arline Paul is a resident of Highland Park, Illinois, and Defendant Mark Paul is a resident of Highland Park, Illinois.

JURISDICTION AND VENUE

2. This court has personal jurisdiction over the Defendants, pursuant to ICCP §§ 2-209 (a) 1 and (a) 7 of the Illinois Code of Civil Procedure (ICCP) 735 ILCS 5/2-209, because (a) the transactions out of which the causes of action arose occurred in Illinois, and (b) the Defendants entered into the contract which was substantially connected to Illinois. The Parties have also agreed by contract to accept the jurisdiction of the courts of Illinois located in Chicago, Cook County, Illinois, and to accept service of process by mail [Exhibit A, para. 12].

3. Venue is proper pursuant to CCP § 2-101, 735 ILCS 5/2-101 because the transactions or some part thereof out of which the causes of action arose occurred in Cook County, Illinois and because the Parties have agreed by contract to the jurisdiction and venue of the courts of Illinois located in Chicago, Cook County, Illinois [Exhibit A, Para 12], and because one of the Defendants, James Bellanca, resides in Cook County.



FACTUAL HISTORY

4. The Wicker Park Press is a small press located in River Forest, Illinois that has published some award-winning books; its success is predicated on its ability to identify and obtain the rights to interesting books, to market them successfully at a reasonable cost, and to locate and exploit different distribution channels for their sale.

5. Defendant James Bellanca is experienced as an author and publisher in the field of academic publishing.

6. On May 25, 2012, the Defendants contacted the Wicker Park Press about their idea to publish a book with the Press on the Center for Self-Directed Learning, an educational program at New Trier High School in Winnetka, Illinois, that existed in the 1970s and early 1980s.

7. On June 30, 2012, at a reunion of New Trier High School graduates, the Defendants announced their plan to engage the Wicker Park Press to publish a book for them about the Center.

8. On August 2, 2012 and September 24, 2012, the Defendants furnished the Press with a number of digital files containing prospective contributions to the Work for the Press to review.

9. On September 3, 2012, the Wicker Park Press sent the Defendants an unexecuted copy of its "Author Agreement" for the Work.

10. After over two months of preliminary discussions, the Defendants, collectively identified as "the Author" or "the Editors," entered into a signed contract ["the Contract," Exhibit A] with the Wicker Park Press ["the Press"] on November 12, 2012.

11. The basic terms of the Contract provide that the Wicker Park Press would prepare for publication and publish a work by the Defendants, who, as the Editors, would provide the Press with the individual pieces for the work and the complete manuscript of the Work itself, while in exchange, the Press agreed to pay the Defendants a royalty on net sales of the Work [Exhibit A, para. 1, 2, and 5].

12. The original title for the Work given in the Contract is The Center for Self-Directed Learning [Exhibit A]; this title would change as the project developed, and would later become On Becoming a Self-Directed Learner.

13. The individual pieces of the Work include essays by individual authors, author biographies, and related materials, including contributions from celebrities, namely, U.S. Senator Mark Kirk, Oscar-nominated actress Virginia Madsen, and London-based orchestral conductor David Abell.

14. The Defendants are also individual contributors to the Work, as is their attorney in this case, C. Michael Kendall.

15. In the Contract, the Defendants agreed to provide the Press with the individual pieces for the Work and warranted that in providing all such pieces to the Press, that they conveyed the rights to all such pieces to the Press. [Exhibit A, para. 4a].

16. By the Contract, the Defendants also conveyed all publication rights, all subsidiary rights, and all promotional rights to the Work to the Press "for the full term of copyright in the Work." [Exhibit A, para. 1].

17. By the Contract, the Defendants agreed that if they conveyed any Work to the Press for which they failed to convey the publication rights, they shall indemnify the Press for any resulting costs and expenses, including legal fees, and that this provision for indemnification shall survive any termination of the Contract. [Exhibit A, para. 4b].

18. The Defendants warranted that within 30 days of signing the Contract, they would provide the Press with an assembled manuscript with the pieces to the Work on a Macintosh formattable disk, in a condition "acceptable to the Publisher in form and content for publication." [Exhibit A, para. 2a].

19. While the Contract required the Defendants to provide the Press with a copy of the manuscript of the Work in acceptable form for publication, it also provides the Publisher with the "right to edit and revise the manuscript to the Publisher's satisfaction." [Exhibit A, para. 4d].

20. The Parties first met to discuss their progress on the Work on December 14, 2012; on this date, over thirty days after the signing of the Contract, the Defendants still had not delivered a complete copy of the manuscript of the Work to the Publisher, as required by the Contract. [Exhibit B, 176 – 179.]

21. After their meeting on December 14, in an email to Eric Miller, Mark Paul states that "I thoroughly enjoyed the meeting and thought we made a tremendous amount of progress"; he also recognizes the need to organize the individual essays into a meaningful "sequence," and refers to "Eric's notes on the manuscript" as useful for accomplishing this. [Exhibit B, 178].

22. In an email to Eric Miller dated December 16, James Bellanca states, "A great meeting. Very productive," adding that he likes the working title they came up with at the meeting. [Exhibit B, 175].

23. In an email dated December 17, Eric Miller reminds the Defendants that he still needs them to furnish him with a copy of the manuscript that includes all contributions in the same format required by the Contract. [Exhibit B, 168].

24. In other emails between the Parties dated December 2012, Plaintiff Miller consults with Defendants on the merits and marketability of the proposed title and subtitle, and potential artists to approach for the cover art; during this time, Eric Miller also corresponds via email with artist Ted Lowitz soliciting his ideas for a cover design.

25. In response to discussions with the Press, artist Ted Lowitz provides the Press with a set of sketches for cover designs for the Work, which the Parties discuss in a series of emails in late December and early January.

26. In an email dated December 28, 2012, Eric Miller reminds the Defendants that he still needs complete author biographies and contact information from them for all contributors to the Work. [Exhibit B, 149]

27. In an email dated January 1, 2013, Eric Miller reiterates that he still needs a single unified copy of the manuscript that contains "the complete text" in a single format on a Mac-formatted disc, as well as all contributor biographies; to this point, the Defendants have provided him with only piecemeal materials in varying text and computer formats. [Exhibit B, 146].

28. The lack of uniformity in the materials provided by the Defendants subsequently requires the Press to do a substantial amount of additional work reviewing and assembling disparate texts into a single publishable format.

29. Over the next four months, Eric Miller and his assistant at the Press spend a substantial amount of time reviewing, proofreading, editing, and correcting the individual contributions to the Work, which contain many errors including typos, grammatical errors, and continuity errors.

30. In an email dated January 4, 2013 to the Defendants, Eric Miller proposes a meeting to resolve continued disagreement among them over the title. [Exhibit B, 142].

31. In an email dated January 8, 2013, James Bellanca sends Eric Miller several dozen separate and differently formatted attachments with author biographies, although the Contract requires the Defendants to provide these materials as part of a single uniform manuscript. [Exhibit B, 135 - 137].

32. In an email to the Defendants dated January 17, 2013, Eric Miller again requests “a disk with all the pieces” to the Work, adding, “help with creating the disk would be crucial for keeping us on track.” [Exhibit B, 131].

33. Defendant Mark Paul responds in an email dated January 17, 2013, essentially refusing to assemble the various files from the different contributors into a single file with a uniform format. [Exhibit B, 130 - 131].

34. In an email dated January 22, 2013, Eric Miller explains that due to Mark Paul’s refusal to assemble the manuscript into a single file and format, he will have to delegate this work to his assistant at the Press, an intern he had intended to assign to other projects, adding that copyeditor, Linda Glass, is still waiting for the manuscript for copyediting. [Exhibit B, 128].

35. In an email dated January 23, 2013, Mr. Miller lists the disparate materials he has received from the Defendants to date. [Exhibit B, 127].

36. In emails dated January 24, 2013, Wicker Park Press intern Sarah Patek sends Eric Miller an inventory of the disparate materials sent to the Press by the Defendants to date—thirty-two of the essays have been integrated into a single file with author biographies, although they have still not been formatted properly; Eric Miller forwards this list to the Defendants. [Exhibit B, 124 - 126].

37. January 29, 2013: Eric Miller sends the Defendants a manuscript of the Work in progress in MS-Word format that contains all the materials provided to date; he points out that it still is not complete and sends a follow-up email on January 30 with a list of what is still missing. [Exhibit B, 118 - 120].

38. In an email dated February 1, 2013: Frustrated with formatting problems resulting from the Defendants’ failure to provide a uniform manuscript, Eric Miller proposes using Google Docs to assemble the materials for the manuscript. [Exhibit B, 110, 117].

39. In emails dated February 2 – February 5, 2013: Designer Ted Lowitz provides the group with a new cover design, which Defendants James Bellanca and Mark Paul ridicule and reject, although they have no authority to reject or accept it under the Contract. [Exhibit B, 99 – 105].

40. February 24, 2013: in an email to the Press and the other Defendants, Arline Paul submits her “final” essay for the Work. [Exhibit B, 98].

41. In an email dated February 26, 2013, Eric Miller sends the Defendants an attachment containing an updated copy of the manuscript for the Work. [Exhibit B, 93].

42. In an email to Eric Miller dated February 28, 2013, Wicker Park Press assistant Sarah Patek provides an updated version of the manuscript and a list of materials

that the Defendants have not yet provided, also noting that C. Michael Kendall's contribution has been provided in an illegible computer file format; Eric Miller forwards this email to the Defendants. [Exhibit B, 85 - 86].

43. In an email dated March 8, 2013, Eric Miller asks the Defendants for input on sequencing for new contributions and informs them that once the order of contributions has been finalized, he will send the manuscript to the typesetter for uncorrected proofs and then to Linda Glass for line editing. [Exhibit B, 74].

44. On March 29, 2013, Ted Lowitz sends Eric Miller and the Defendants his final version of the cover art; James Bellanca and Mark Paul announce that they do not like it and suggest using world-famous Welsh designer Jamie Keenan for the cover. [Exhibit B, 66 - 67].

45. In emails dated March 28 and April 3, 2013, Eric Miller expresses his willingness to obtain a better cover design, but, concerned about the cost of using an artist like Keenan, suggests several other alternative cover artists. [Exhibit B, 59, 63].

46. In emails dating to the first two weeks of April, intensified disagreement develops between Defendant Mark Paul and Plaintiff Eric Miller over what cover artist to use, the cost, and the provisional sub-title for the Work. [Exhibit B, 48 - 58].

47. In an email dated April 6, 2013, Mark Paul requests a meeting to iron out the disagreements over the sub-title and "design management," although he has no authority under the Contract to select or impose a design for the Work; he also demands that Eric Miller produce a marketing plan for the Work, while the Contract gives him no authority to make such demands. [Exhibit B, 45].

48. With no authorization under the Contract, Mark Paul presents his own "marketing plan" for the Work and gives instructions to Eric Miller for executing it, all in an email dated April 13, 2013—again, Mark Paul has no authority under the Contract to direct these matters. [Exhibit B, 41 - 42].

49. In an email dated April 13, 2013, Eric Miller responds to Mark Paul and the other Defendants that money for marketing would be better spent on SEO work and Google Analytics rather than the costly print ad in the *New Yorker* that Defendant Mark Paul demands. [Exhibit B, 40 - 41].

50. On April 14, 2013, Mark Paul emails Eric Miller, insisting on a full-length print ad in the *New Yorker*, despite asserting in a subsequent email to artist Keenan that the book is expected to net only \$3,000. [Exhibit B, 40].

51. April 15, 2013, in response to an email from Mark Paul, Keenan offers to do the cover design for the Work for \$1,000, after hearing from Defendant Paul that the Work is a trade book expected to make only \$3,000 in receipts. [Exhibit B, 23, 31, 32, 36].

52. On April 15, 2013, Eric Miller sends the Defendants the schedule for the copyediting and proofreading of the completed manuscript to be done by Linda Glass. [Exhibit B, 29].

53. Although all unreasonable delays have been caused by the Defendants, James Bellanca responds on April 16 with a complaint about the amount of time it is taking to produce the book; he also attacks Eric Miller's ideas for a different cover artist and insists on using Keenan. [Exhibit B, 19].

54. Eric Miller's response of April 15 notes that the Defendants have not bothered to even look at the works of the other cover artists he has suggested [Exhibit B, 19 - 20].

55. Seeking a compromise, in an email the next day, Eric Miller offers to use Keenan for the cover if the Defendants cover \$700 of the cost. [Exhibit B, 18].

56. On April 16, Defendant Bellanca sends Eric Miller a hostile email in which he threatens to use a different publisher for the Work and blames Plaintiff Miller for not providing a more comprehensive marketing plan, although the Contract does not require Miller to provide any such plan to the Defendants; dictates that Keenan will be the choice of the cover for the Work, although he has no authority to make this decision under the Contract; and— trying to usurp all authority over the publishing of the Work—presents his own accelerated publishing and marketing schedule for the Work, demanding a large layout for a work Defendants have said will make only \$3,000. [Exhibiti B, 14 - 17].

57. Several days later, Eric Miller answers Bellanca's hostile email by requesting a meeting to iron out the disagreements that have developed in the past month. [Exhibit B, 13].

58. On April 24, Eric Miller explains the projected profits and allocaton of resources for the Work to the Defendants: targeted sales in the first year of \$22,250, including discounts, with 15% of this budgeted for marketing, meaning a budget of \$3,500 for marketing expenses to be spent in the first year of publication; [Exhibit B, 10].

59. Based on customary industry standards and practices, this allocation of 15% of gross receipts to cover marketing expenses is above average.

60. On April 25, Eric Miller reports that a first round of copy editing of the entire manuscript has been completed by Linda Glass and that the manuscript probably needs one more round of proofreading before it is ready for proofs. [Exhibit B, 9].

61. Mark Paul fires off a response to Eric Miller on the same day to terminate the contract, citing "dissatisfaction with the fulfillment of your responsibilities in a timely manner." [Exhibit B, 8].

62. Most published books take 12 to 18 months from the signing of a contract to actual publication while collective works like this can take even longer [*Perle & Williamson on Publishing Law*, Walters Kluwer, Aspen Publishers: 2010, § 2.08]: the Wicker Park Press was on schedule to publish On Becoming a Self-Directed Learner well within the originally anticipated time frame.

63. Eric Miller explains to Mark Paul on April 25 that if the Defendants wish to terminate the Contract, their Contract requires them to reimburse Wicker Park Press for "all costs and expenses" incurred, which includes time and labor spent preparing the Work, also pointing out that Defendants' timing is odd, since the galley's are just "coming up" for proofs. [Exhibit B, 7 - 8].

64. In response, the Defendants send Eric Miller an email stating: "As per the termination statement, upon receipt of itemized reimbursement of your sunk costs to this date, we will make payments so that we may publish elsewhere." [Exhibit B, 7].

65. Eric Miller prepared an itemized bill [Exhibit C] detailing his costs and expenses for work on this project and sent it to the Defendants in a letter and to Defendant James Bellanca in an email dated April 29. [Exhibit B, 4].

66. Rather than pay Eric Miller the termination fee required by the contract, Defendants made false allegations regarding vague "promises" Mr. Miller supposedly made [Exhibit B, 4], and hired an attorney, C. Michael Kendall, a contributor to the Work, in order to avoid having to pay Mr. Miller and the Wicker Park Press what they are owed under the Contract.

67. After nearly two months of fruitless settlement negotiations in which the Defendants made only nominal bad faith offers to resolve the dispute, Eric Miller decided to file this Complaint.

68. The Defendants retain a complete copy of the manuscript of the Work prepared by the Press and provided to them for input by Eric Miller on March 30, 2013.

69. On July 6, 2013, Eric Miller found a Facebook Posting on the Center's Facebook page made by Defendant Mark Paul dated June 20, 2013 in which he announces that the Defendants plan to publish their own version of the Work to be titled Becoming Self-Directed Learners, under the imprint the "Off Center Press." [Exhibit E, 1].

70. In response to said Facebook post, on July 8, Gareth Gollrad mailed opposing counsel C. Michael Kendall a cease-and-desist letter insisting that the Defendants refrain from attempting to publish any competing works or advertisements for competing works until the legal dispute over the Work can be resolved. [Exhibit F].

71. Kendall responded with a refusal on his clients' behalf.

72. In a letter to opposing counsel dated July 19, 2013, Attorney Gollrad demanded that Defendants return all copies of the manuscript of the Work prepared by the Wicker Park Press still in their possession to the Wicker Park Press. [Exhibit D].

73. The Defendants, by way of their counsel, have not responded to Attorney Gollrad's request to return the manuscript and have thereby refused to return any copies of the manuscript to their rightful owner, nor have they taken down the announcements of their competing work.

74. On July 9, 2013, Arline Paul posted twice to the Center for Self-Directed Learning's Facebook page a set of false and misleading statements about the Defendants' "termination" of their Contract with the Wicker Park Press and the generation of their new version of the Work, including erroneous legal conclusions. [Exhibit G, 1, 2, 5 - 8].

75. The Facebook Page referred to in Para. 69 - 74 bears the full title "New Trier East - Center for Self-Directed Learning 1972-1982." Members of this Facebook page comprise the core public audience for the Work to be published by the Wicker Park Press under its Contract with the Defendants. The setting for this Facebook page is "private" in that it is limited to members of the Facebook group, but is clearly public to members of that group.

76. Defendant Arline Paul's Facebook post of July 9, 2013 also announced forthcoming information regarding Defendants' planned competing version of the Work. [Exhibit G, 1].

77. In response to Defendants' Facebook postings, Eric Miller posted on July 10 to explain that, barring a proper termination of his contract by the Defendants, the Wicker Park Press still intends to publish the book and still retains rights to the Work. [Exhibit E, 2].

78. Various responses to the Facebook postings indicate that the reputation of Eric Miller and the Wicker Park Press suffered damage as a result and that some potential purchasers of the Work would refrain from purchasing it as a result. [Exhibits E and G].

79. Arline Paul's Facebook posting of July 9, 2013 also falsely implies that the publication of the Work is not subject to any ongoing legal dispute, and therefore falsely insinuates that the Wicker Park Press no longer holds any rights to the Work, as also stated directly by Mark Paul in his Facebook posting of July 6, 2013. [Exhibits E and G].

80. In an email to Eric Miller dated July 15, 2013, designer Ted Lowitz asked the Wicker Park Press to take down from its Web site the images that he had provided for the cover to the Work; he made this request despite the Defendants' repeated trashing of his work in their correspondence with Eric Miller and despite their marked preference to use Keenan as the designer for the book's cover art; he clearly states that he makes this request as a result of the Facebook postings about the dispute over publication of the Work. [Exhibit H].

81. On July 27, 2013, Eric Miller received an email from Doug Gregory stating his intent to withdraw his permission conveyed to the Press to use his contribution and to reserve that permission solely for the work planned by Mark and Arline Paul. [Exhibit I].

82. On July 27, 2013, Eric Miller received an email from Melissa Perrin stating her intent to withdraw her permission conveyed to the Press to use her contribution and to reserve that permission solely for the work planned by Mark and Arline Paul. [Exhibit J].

83. On July 27, 2013, Eric Miller received an email from Sylvia Fuerstenberg stating her intent to withdraw her permission conveyed to the Press to use her contribution to the Work and to reserve that permission for the work planned by Mark and Arline Paul. [Exhibit K].

84. On July 27, 2013, Eric Miller responded by email to each of the three correspondent-contributors, explaining that the rights to the Work are still subject to a legal dispute, that the Defendants conveyed the rights to all contributions to the Wicker Park Press and warranted the validity of those conveyances, and that until this legal dispute is settled, is not prepared to release any rights to individual contributions or honor any requests or demands to abandon permissions or rights to publish individual contributions previously conveyed to him by the Defendants. [Exhibit L].

COUNT 1

BREACH OF CONTRACT: IMPROPER TERMINATION

85. This section incorporates by reference paragraphs 1 through 84 of this Complaint.

86. The Parties entered a valid contract based on offer and acceptance, and supported by mutual consideration, and signed by them on November 12, 2013.

87. Prior to signing, the Parties reviewed and negotiated the terms of the Contract for a period lasting nearly two months.

88. The written form of the contract indicates that specific terms were negotiated, showing a number of additions and omissions by mutual agreement of the Parties.

89. The Defendants first committed a number of immaterial breaches of the contract, most glaringly in their repeated failure to provide their Publisher with a uniformly formatted manuscript "acceptable to the Publisher in form and content for Publication." [Exhibit A, para. 2a].

90. Leading up to material breach, the Defendants also committed a series of immaterial breaches of the contract in attempting to assume authority over matters regarding marketing and promotional rights to the Work, rights which they had granted without limitation to the Wicker Park Press. [Exhibit A, para. 1c].

91. Paragraph 2g of the Contract reads in its entirety: "If this Agreement is terminated, the Publisher shall have the right to recover from the Author [i.e., the

Defendants] any and all costs and expenses incurred by it in connection with the Work. Until such reimbursement, the Author shall not allow the Work to be published elsewhere; but once the Publisher's costs and expenses have been repaid, the Publisher and Author shall have no further liability to each other hereunder." [Exhibit A].

92. At Defendants' request, Eric Miller sent the Defendants' the Press's bill for services it rendered to them up to termination; this bill is dated April 27, 2013, and it provides an itemized bill for all costs and expenses in the amount of \$21,750 for 217.50 hours of labor billed at the rate of \$100 per hour. [Exhibit B].

93. This bill is for a reasonable sum, in consideration of Plaintiff's time and labor expended on the project.

94. Upon receipt of the bill, rather than pay the Wicker Park Press's costs and expenses, the Defendants hired counsel C. Michael Kendall, who subsequently signaled their refusal to pay and later offered only a nominal sum in a farcical settlement offer dated July 15, 2013.

95. The preceding constitutes a major failure to perform and a substantial breach of the Contract on the part of the Defendants.

96. The Defendants' timing in moving to terminate the Contract just as it was moving forward to completion at the stage of proofs, their wildly divergent claims about expected sales, their aggressive attempt to dictate a marketing plan to the Press in an effort to get the Press to make unreasonable marketing expenditures, all indicate bad faith on the Defendants' part in acting to terminate their Contract with the Press, especially insofar as, after indicating their intention to terminate the Contract, they retained a digital copy of the nearly completed manuscript containing the results of the Press's work and refused to return the manuscript following their advertisements to publish their own edition of the Work.

97. While the Defendants have "terminated" the Contract, their termination is not effective until they comply with the terms they agreed to in the Contract's Termination Clause.

98. The Wicker Park Press has performed everything it was obligated to perform to date, is ready to perform any of its other obligations under the Contract, and otherwise complied with all terms of the Contract.

Wherefore the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, request that this honorable court provide the following relief:

Enter a Judgment in favor of the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, and against the Defendants, and award damages as follows, plus costs:

- (1) Based on Plaintiff's expectation under the Contract, either:
 - (a) \$25,000 as a reasonable calculation of expected sales of the Work; or in the alternate,
 - (b) \$21,750 as Plaintiff's reasonable and foreseeable expectation under the Contract's provision for Termination by Defendants; or
- (2) In the alternate, based on Plaintiff's reliance on the Contract, \$21,750 for Plaintiff's total costs and expenses in reliance on the Contract as protected by

- Contract's termination provisions, plus lost profits of \$11,500, for a total of \$33,250; and
- (3) Such relief as this Court deem just and proper, including attorney's fees and costs and any other appropriate relief.

COUNT 2
**BREACH OF CONTRACT: BREACH OF COVENANT NOT TO COMPETE
 AND UNFAIR COMPETITION**

99. This section incorporates by reference sections 1 through 98 of this Complaint.

100. Paragraph 9a of the Contract, on "Competing Works," states in relevant part: "The Author, during the term of this Agreement, shall not, without the written permission of the Publisher, publish or furnish to any other publisher, for sale or trade or otherwise, any material taken from or based on the material in the Work, or any work or material upon the same subject, that might compete with the sale of the Work." [Exhibit A].

101. By advertising on the New Trier East – Center for Self-Directed Learning Facebook page their plans to publish a competing work titled, Becoming Self-Directed Learners, and stating openly that they have begun work on the manuscript, the Defendants have violated their covenant not to compete with the Work to be published under their Contract with the Wicker Park Press. [Exhibit A].

102. Violation of this covenant not to compete in the Contract:

(a) comprises a material breach of the Contract and signals the Defendants' bad faith in terminating the Contract merely to publish the Work themselves, to deprive the Press of its expectancy in profits under the Contract, and to keep all the profit from the Work for themselves; and

(b) also constitutes the tort of unfair competition as a breach of a valid restrictive covenant.

Wherefore the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, request that this honorable court provide the following relief:

Enter a Judgment in favor of the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, and against the Defendants, and award damages as follows, plus costs:

- (1) \$11,500 for breach of the covenant not to compete; and
- (2) \$11,500, plus disgorgement of any profits, for engaging in unfair competition, and
- (3) Such additional relief as this Court deems just and proper, including attorney's fees and costs and any other form of relief appropriate to this case, including punitive damages for Defendants' inequitable conduct.

COUNT 3
**BREACH OF CONTRACT: BREACH OF WARRANTY OF CLEAR
 CONVEYANCE**

103. This section incorporates by reference sections 1 through 102 of the this Complaint.

104. In paragraph 4a of the Contract. the Defendants warrant that they are the sole owner of all rights granted therein to the Publisher, that they have “full power and authority to enter into this Agreement, to perform the obligations to be performed by Author [them] hereunder and to grant the rights herein granted, which rights the Author [they] warrants have not been previously assigned, transferred, pledged or otherwise encumbered”; and that “the Work [...] does not infringe any copyright, unfairly compete with any other work, is not libelous or obscene, and does not invade any right of privacy, publicity, , or any other personal or property right of any third party,” etc. [Exhibit A].

105. The aforementioned section of the Contract also includes the sentence: “The foregoing warranties, representations, and indemnities shall survive the expiration or sooner termination of this Agreement.” [Exhibit A].

106. Paragraph 4b of the Contract provides that the Defendants shall indemnify the Wicker Park Press “in the event of any claim, action or proceeding based on or arising from any alleged breach of any of the warranties or representations set forth in Paragraph 4a.” [Exhibit A].

107. Since the Defendants signaled their intention to terminate the Contract and refused to do so properly, and since posting on Facebook misleading statements about the Contract’s termination, both the artist Ted Lowitz and several contributors of some of the essays for the Work have informed the Wicker Park Press that they withdraw their permission to the Press to use their contributions: as a result of these acts, the Defendants are in material breach of the provisions of the warranties quoted in Paragraph 104 of this Complaint and must indemnify the Plaintiff for any loss of value and opportunity incurred by the Press for their breach of these warranties.

Wherefore the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, request that this honorable court provide the following relief:

Enter a Judgment in favor of the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, and against the Defendants, and award damages as follows, plus costs:

- (1) \$4,000; and
- (2) Any other form of relief this Court deems just and proper, including attorney’s fees and costs, and punitive damages for Defendants’ inequitable conduct.

COUNT 4
PRIVACY TORT: PUBLICATION PLACING PLAINTIFF IN A FALSE LIGHT

108. This Section incorporates by reference paragraphs 1 through 107 of this Complaint.

109. In her Facebook posting of July 9, 2013, Defendant Arline Paul writes: “This is Arline and Jim with an update on the Center book, which is now titled ‘Becoming Self-Directed Learners, Student & Faculty Memoirs of An Experimenting High School 40

Years Later.’ We’re sorry to say there was a parting of ways between us and Eric Miller’s Wicker Park Press, but the split has set the stage for the rebirth of Off Center Press, which we reluctantly put together after we terminated our relationship with Wicker Park Press. Off Center Press will publish the only authorized and complete edition of the book; Wicker Park Press no longer has the right to publish the early draft of the manuscript in its possession.” In a later segment of the same posting, Ms. Paul also writes, “accept no substitutes.” [Exhibit G, 1].

110. The preceding quotation from Arline and James Bellanca publishes false and misleading information and places the Plaintiffs Eric Miller and Wicker Park Press in a false light by making the following false statements or insinuating the following false information:

(a) that the Defendants’ termination of their Contract with the Wicker Park Press has been completed and is effective, which, according to their Contract’s termination clause, it is not;

(b) that any legal disputes regarding rights to the Work either do not exist or have somehow been resolved, whereas Defendants knew that a legal dispute over the Work exists and has not yet been resolved;

(c) that any forthcoming competing version of the Work advertised here by Defendants is somehow “the only authorized and complete edition of the Work;” whereas the termination and anti-competition clauses of the Contract indicate that such a competing publication is not authorized and cannot be the only authorized edition of the book unless or until the current legal conflict is resolved;

(d) that the Wicker Park Press “no longer has any right to publish the early draft of the manuscript in its possession,” as though the Defendants prepared the manuscript of the Work for the Wicker Park Press, and not vice-versa as the facts exhibited here show, and as though the rights to the Work were no longer subject to an ongoing legal dispute.

111. The preceding false and misleading statements were widely disseminated to the 183 members of the Facebook page titled New Trier East – Center for Self-Directed Learning 1972 – 1982, which comprises the core audience for the Work.

112. The preceding false and misleading statements are highly offensive in that they improperly insinuate that Eric Miller and the Wicker Park Press did something wrong or were somehow inadequate in their handling of the publication of the Work.

Wherefore the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, request that this honorable court provide the following relief:

Enter a Judgment in favor of the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, and against the Defendants, and award damages as follows, plus costs:

- (1) \$10,000; and
- (2) Any other form of relief this Court deems just and proper, including attorney’s fees and costs.

COUNT 5
DEFAMATION: LIBEL PER SE

113. This section incorporates by reference paragraphs 1 through 112 of this Complaint.

114. Arline Paul and James Bellanca's statements about Eric Miller and the Wicker Park Press quoted above in para. 109 and 110 include false statements.

115. These false statements made by the Defendants were published by them to at least 180 others when posted by them on the New Trier East – Center for Self-Directed Learning 1972 – 1982 Facebook page.

116. The publication of these false statements by the Defendants was willful and malicious, as they knew at this point that their Contract with the Wicker Park Press had not been effectively terminated and, along with the rights to the Work, is still subject to an ongoing legal dispute and that therefore their planned book is not the "only authorized" edition, and they therefore falsely meant that the Work developed and planned by the Wicker Park Press is somehow illegitimate and not "authorized." [Exhibit G, 1].

117. The statements in these postings falsely suggest that the Wicker Park Press failed to perform its obligations under the Contract, in particular by falsely stating that the Wicker Park Press "no longer has the right to publish" the Work and that the Off Center Press "will publish the only authorized and complete edition of the book," despite the Defendants' failure to properly terminate their obligations under the Contract. [Exhibit G, 1].

118. The aforementioned statements by the Defendants harm Eric Miller in his profession by falsely stating or insinuating that he has somehow failed to perform under the Contract and by denying his as yet unextinguished expectancy under the Contract to publish the Work and enjoy a substantial portion of its profits; readers of these phrases are misled to conclude that Eric Miller has no rights to publish or promote the Work, can publish only an unauthorized or illegal version of the Work, and can only publish or promote a version of the Work that will cause a legal dispute rather than one that is already subject to a legal dispute arising from the Defendants' bad conduct.

119. The content and assumptions in the Defendants' statements referenced in para. 109 and 110 are harmful to the business reputations of Eric Miller and the Wicker Park Press especially insofar as:

(a) they encourage others to falsely believe that Eric Miller is a bad actor or a dishonest business person when he states that the Contract has not been properly terminated by the Defendants and that the Wicker Park Press therefore still holds rights to the Work;

(b) and insofar as they mean, falsely, that the Wicker Park Press did not itself produce the Work that Defendants purport to be preparing in its entirety, falsely attributing the production of the manuscript to themselves and denying the Press's critical role in assembling the manuscript and preparing it for publication;

(c) and insofar as they misleadingly state and insinuate that Eric Miller and the Press were somehow incompetent by failing to fulfill their obligations under the Contract, and in somehow causing the current legal dispute—which is patently false.

Wherefore the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, request that this honorable court provide the following relief:

Enter a Judgment in favor of the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, and against the Defendants, and award damages as follows, plus costs:

- (1) \$30,000; and
- (2) Any other form of relief this Court deems just and proper, including attorney's fees and costs, and punitive damages for Defendants' inequitable conduct.

COUNT 6
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC
ADVANTAGE

120. This Section incorporates by reference para. 1 through 119 of the current Complaint.

121. By obtaining the rights and permissions to the individual pieces of the Work and conveying them under the Contract and its warranties to the Wicker Park Press, by allowing the Press to acquire these rights and giving it possession of the individual contributions for publication, a valid business relationship was created between the Wicker Park Press and the individual contributors to the Work.

122. The Defendants knew that a business relationship existed between individual contributors to the Work and the Press because they helped forge this relationship by obtaining rights and permissions from individual contributors and then in turn by conveying those rights to the Wicker Park Press by way of the Contract and its warranties.

123. The Defendants intentionally interfered with the Wicker Park Press's business relationship with the individual contributors to the Work by advertising their plan and efforts to publish a competing work and by their other statements on the Center Facebook page, referenced in para. 109 to 119 of this Complaint.

124. On information and belief, Defendants, either directly or indirectly through their counsel, also intentionally interfered with the Wicker Park Press's business relationships with certain individual contributors [Exhibits H, I, J, and K] to the Work by way of private communications with them asking them to write to the Press to withdraw permissions and rights granted to their individual pieces, as referenced in para. 80 – 84 of this Complaint, thereby inducing these contributors to terminate their business relationship with the Press.

125. The requests referenced in para. 80 to 84 damage the business expectancy of the Wicker Park Press by denying its right to publish the integral Work that it prepared under the Contract and to which it had been granted all publication, subsidiary and promotional rights; the Press is thereby deprived of its expectancy under the Contract.

126. The Wicker Park Press's expectancy under the Contract is estimated at \$11,500 in net profit for the first year of publication, \$5,000 for the second year of publication, and \$3,000 for the third year of publication. These figures are consistent with the Press's sales of other books that it publishes and with its assessment of the market for the Work based on various facts including the fact that several contributors to the Work have celebrity status.

Wherefore the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, request that this honorable court provide the following relief:

Enter a Judgment in favor of the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, and against the Defendants, and award damages as follows, plus costs:

- (1) \$19,500; and
- (2) Such relief as this Court deems just and proper, including attorney's fees, disgorgement of profits, and punitive damages for Defendants' inequitable conduct.

COUNT 7

COMMON LAW MISAPPROPRIATION

127. This section incorporates by reference para. 1 through 126 of this Complaint.

128. Eric Miller and the Wicker Park Press have made a substantial investment of time, effort and money in creating the manuscript of the Work and preparing it for publication and should be entitled to reap the benefits of their investments.

129. Whether by retaining it or by copying it, the Defendants have appropriated the manuscript of the Work prepared by the Wicker Park Press, with all of the attached rights that they had granted to the Press, at little or no cost, such that Defendants have reaped where they have not sown, or where they have sown very little;

130. The Defendants act of misappropriating copies of the manuscript of the Work have injured the Wicker Park Press by depriving it of its expectancy under the Contract, and this lost expectancy exists in terms of (a) the expectancy of profit by sales of the Work as the sole publisher holding publication rights to the Work; and (b) its right under the Contract to recover from the Defendants all costs and expenses it has made in producing the manuscript of the Work, a loss bound up in possession of the Work and in the rights to it, which Defendants to date have refused to reimburse.

131. On information and belief, Plaintiffs allege that Defendants' misappropriation of the manuscript of the Work and the Work itself has been willful and malicious.

Wherefore the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, request that this honorable court provide the following relief:

Enter a Judgment in favor of the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, and against the Defendants, and award damages as follows, plus costs:

- (1) \$30,000; and
- (2) Any other form of relief this Court deems just and proper, including attorney's fees and costs, and punitive damages for Defendants' inequitable conduct.

COUNT 8
QUANTUM MERUIT

132. This section incorporates by reference para. 1 through 131.

133. Should the Court find for any reason that the Contract between the Parties or any relevant part of it is not valid or enforceable in any way that would dismiss any or all of Plaintiff's claims against the Defendants for breach of contract in any or all of Counts 1 through 3 of the current Complaint, Plaintiffs plead in the alternate, to breach of contract to recover damages, under a theory of quantum meruit and restitution for unjust enrichment.

134. The Plaintiffs have provided valuable services to the Defendants for which the Plaintiffs are entitled to compensation.

135. The Defendants voluntarily accepted the benefits of the services of Eric Miller and the Wicker Park Press, services provided in lengthy consultations with Defendants and in reviewing, assembling, editing, and preparing the manuscript of the Work for publication and in providing other analysis and preparations.

136. The fair market value of the services the Plaintiffs have provided to the Defendants is \$21,750.

137. The Plaintiff has been damaged in the total amount of \$21,750 by the Defendants' failure to make equitable payment for the timely fair market value of the services rendered by Plaintiffs to Defendants.

Wherefore the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, request that this honorable court provide the following relief:

Enter a Judgment in favor of the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, and against the Defendants, and award damages as follows, plus costs:

- (1) \$21,750; and
- (2) Such additional relief as this Court deems just and proper including attorney's fees and costs, and punitive damages for Defendants' inequitable conduct.

COUNT 9
RESTITUTION FOR UNJUST ENRICHMENT

138. This section incorporates by reference para. 1 through 137.

139. Again, pleading in the alternate to any or all breach of contract claims presented in this Complaint:

140. The Defendants have unjustly retained copies of the manuscript of the Work prepared by the Wicker Park Press, and have unjustly retained the benefits of the lengthy work done by the Wicker Park Press in preparing the Work for publication, including their attempt to unjustly seize control the rights to the Work which they had granted to the Wicker Park Press.

141. By unjustly retaining copies of the manuscript of the Work prepared by the Wicker Park Press, unjustly retaining the benefits of the services rendered by the Wicker Park Press in preparing the Work for publication, and in unjustly claiming the rights to the Work, which they had previously granted to the Wicker Park Press, the Defendants have retained benefits to the Plaintiffs' detriment.

142. The Defendants' retention of these benefits provided to them by the Wicker Park Press violates the fundamental principles of justice, equity, and good conscience.

Wherefore the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, request that this honorable court provide the following relief:

Enter a Judgment in favor of the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, and against the Defendants, and award damages as follows, plus costs:

- (1) \$30,000; and
- (2) Such additional relief as this Court deems just and proper including attorney's fees and costs, and punitive damages for Defendants' inequitable conduct.

Maximum total claim for monetary damages for Counts 1 through 9: \$150,000.

PLAINTIFF DEMANDS A TRIAL BY JURY.

Respectfully submitted,
Gareth E. Gollrad, LLC
For Plaintiffs: Wicker Park Press, Ltd. and Eric Miller

by:

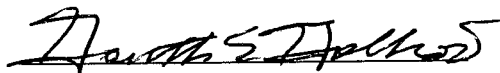


Gareth E. Gollrad
Attorney for Plaintiffs

Gareth E. Gollrad
GARETH E. GOLLRAD, LLC
1338 W. Madison Street, 3E
Chicago, Illinois 60607
Telephone: (773) 216-7556
Attorney No. 46626

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned Attorney for Plaintiff, Gareth E. Gollrad, certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters also, the undersigned certifies as aforesaid that he verily believes the same to be true.



Gareth E. Gollrad
Attorney for Plaintiff, Attorney No. 46626
Gareth E. Gollrad, LLC

PI Ex. 13-- Comments Made by Miller on the Center for Self-Directed
Learning Facebook page

New Trier East - Center for Self Directed Learning 1972-1982
Michael Jonscher Cool... Rock the Pages. Proud to have been
July 9 at 9:51pm via email · Like

Home Find Friends Mike

Write a comment...
Press Enter to post.



Audrey Antler
lorraine



Like · Comment · Follow Post · September 5, 2010 at 10:26pm
4 people like this. Seen by 151
View 15 more comments

Hunter Schultz Tallahassee, FL.
<https://www.facebook.com/april.cook.90226?fref=ts>
October 19, 2012 at 9:43pm · Like · 1

Audrey Antler i wrote her a private message but she never responded
July 9 at 11:46am · Like

Write a comment...
Press Enter to post.



Mark Paul uploaded a file.

Centerites—
We're publishing **Becoming Self-Directed Learners** under our own imprint, Off Center Press, and it will come out in September as planned. We'll soon have a web site where you can place orders.

In the meantime, here's a thumbnail of the cover and a brief description we're using to introduce the book to the world. And incidentally, if you know of any media that would be interested in spreading the word about the book, please forward your suggestions to self-directedlearner@comcast.net.

It's coming!
Jim Bellanca & Arline Arline Paul

Becoming Self-Directed Learners
Student & Faculty Memoirs Of An
Experimenting High School 40 Years Later

Edited by James Bellanca, Arline Paul, and Mark Paul

In 1972, an intrepid group of teachers and students at New Trier High School (Winnetka, IL) formed the Center for Self-Directed Learning. Each student would design their own program instead of following the daily grind of standardized courses with off-the-shelf textbooks, canned lectures, and, of course, the all-important final exam.



New Trier East - Center for Self Directed Learning 1972-1982

Home Find Friends Mike

Approximately 700 students took the plunge into the unknown during the Center's 10 years. And now, about 40 years later, more than 35 Center graduates look back on their experience, each of them writing about why they left the standard curriculum and joined the Center, what they did in the Center, and how the Center has affected their adult lives.

Although there are shelves of books on the general subject of high school reform, *On Becoming a Self-Directed Learner* is believed to be the only in-depth and long-term report written by the students who actually reformed their high school experience, and from a middle-aged perspective when they can clearly see the arcs of their careers and lives. These autobiographical sketches provide a rich source of data on the lifelong effects of deeper learning.

Among the graduates who contributed memoirs are Sen. Mark Kirk (R-IL) and Oscar-nominated actress Virginia Madsen.

Notable but less celebrated graduates who contributed memoirs include a woman who taught herself calculus using a French textbook and is now a quantum physicist based in Australia, an Air Force Academy graduate and fighter pilot who retired as a full colonel, an established London-based orchestral conductor, and several university professors and administrators.


Also providing accounts are a lead teacher who has founded a K-8 school within the Denver school system built largely on Center principles, the head of UCLA's sculpture department, and a professor who teaches epidemiology, population health, and medical humanities at the Baylor University medical school, as well as psychiatry and behavior science at the Duke University Medical Center.


The book opens with essays by key faculty members James Bellanca, Bill Gregory, Vernoy Johnson, Bev Miller Kirk, and Arline Paul.


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Like · Comment · Follow Post · June 21 at 8:48pm


10 people like this. Seen by 125


 **Paula McLeod** ??? What happened to Wicker Park Press? also, please fact-check that there were final exams at the time the Center was established. I have a weak memory; doesn't include finals. Best of luck and looking forward to the book!
June 21 at 9:34pm · Like · 2


 **Sylvia Fuerstenberg** love it!
June 21 at 9:37pm · Like


 **Sara Remke** Off Center Press. Yes!
June 21 at 9:59pm · Like

 **Ellen Spier Trotochaud** Can't wait to see it! The impact the Center had on my life was immense and I am so happy others can know about it.
June 21 at 11:44pm via mobile · Like

 **Diana Lourenco Hill** Will enjoy hearing how others look back on their experience at the Center and how it has impacted their lives! I appreciate my experience more and more as I look around at what we are offering our kids these days....
June 22 at 8:43am · Like · 1

 **Michael Flatley** I never knew that Mark Kirk the senator is the same Mark Kirk from NTE! Also, I was 16 when I joined the Center. Bellanca, Paul and Johnson were around 40 years my senior at that point. I am now 54, indicating most of you faculty are in your early-to-mid '90s. And you're still very high-functioning. Way to go!
June 24 at 11:05am · Edited · Like · 1

 **David Spier** Eric Lincoln Miller
June 28 at 7:38pm · Like · 1

 **Eric Lincoln Miller** The Wicker Park Press holds the rights to the work, which will be titled, *On Becoming a Self-Directed Learner*. Wicker Park Press will publish a first edition some time in the next two or three months.
July 8 at 12:54pm · Like

 Write a comment...
Press Enter to post.

 **Kevin Horan-Bussey**

Chat

New Trier East - Center for Self Directed Learning 1972-1982
Class of 1977 Centerite, Barry Neil.

Home Find Friends Mike

Please click through to his page and "like" it.
Liking this post will not help anything.
Please click on his photo here, and like the page itself.



Law Office of Barrington R. Neil

Barrington R. Neil provides exceptional legal services at a reasonable cost, including no charge for initial consultations. Mr. Neil's practice covers injury claims, criminal defense, successions, and uncontested divorce. He practices in Baton Rouge.
Professional Services: 149 like this

Like · Comment · Follow Post · July 11 at 3:38pm near Saint Petersburg, FL

Seen by 114



Write a comment...

Press Enter to post.



Eric Lincoln Miller

Mrs. Paul is spreading misinformation here about ownership of the rights to this book. The Paul's and Mr. Bellanca have not properly terminated their contract with Wicker Park Press. They have granted all the rights to the Wicker Park Press and the contract is still in force. Unless or until they do properly terminate their contract, Wicker Park Press holds all rights to the work, as granted to the Press by the Editors under their contract. Neither Center Press nor the Paul's have any right to publish "On Becoming a Self-Directed Learner" under this title or any other, and in any version. Only the Wicker Park Press currently holds these rights. The Wicker Park Press will come out with its edition of "On Becoming a Self-Directed Learner" in the next two to three months.

Like · Comment · Follow Post · July 9 at 8:29pm

Seen by 124



Eric Lincoln Miller Wicker Park Press intends to honor all orders for ON BECOMING A SELF-DIRECTED LEARNER.
July 9 at 8:32pm · Like



Christopher FitzHenry Robling Bummer. One hopes all come to a mutually agreeable solution.
July 9 at 8:32pm · Like · 6



John Yaworsky A legal battle? Doesn't sound very center-ish.
July 9 at 8:39pm via mobile · Like · 5



Karla Steffens-Moran I agree with Christopher Fitzhenry Robling's comment in the hopes that mutually agreeable solution is found--and without involving some kind of arbitration. I believe in the fine reputation, good hearts and integrity of all parties to do just that. Peace Out. xoxo
July 9 at 8:41pm via mobile · Like · 3



Christopher FitzHenry Robling i remember operating by consensus in 72-73. it was really slow and painful. cheers, c
July 9 at 8:41pm · Like · 6



Diane Stern Smith Really? Eric whatever the dispute is about this does not reflect well to put up a post with this tone to it. Not how I remember the Center.
July 9 at 9:02pm via mobile · Like · 3



Carol Lavelle Without knowing the details of the "fallout" I gotta say I appreciate Eric's comment. A contract is a contract is a contract....to protect everyone involved. To protect Wicker Park Press as well as everyone else.
It is a shame when someone you look up to starts behaving illegally haha....even when you want them to be in the right (I'm not talking WWP here).
July 9 at 9:09pm · Like · 1



Nick Radell A pointless legal squabble that could end up splitting families and communities? That's the North Shore that I remember. Go for it kids, and remember, the only people who will be hurt, are yourselves.
July 9 at 9:37pm · Like · 5



Karla Steffens-Moran I believe Eric's follow up was appropriate given the number of queries following Arline's post that not only mentioned the falling out but also elicited a number of questions about prepayments to Wicker Press. He was setting the record straight. Clearly let us not add fuel to the fire by further pointing fingers. Let us encourage dialogue versus sides. Squabbles--legal or otherwise--happen in each of our lives. Not just on the North Shore. It is a human thing. Let us encourage comassion and conversation that work the problem and seek a solution.xoKarla
July 9 at 10:31pm via mobile · Like · 3



Karla Steffens-Moran Compassion.

Chat

PI Ex. 14-- October 29, 2013 Screen Grabs from Miller's Website



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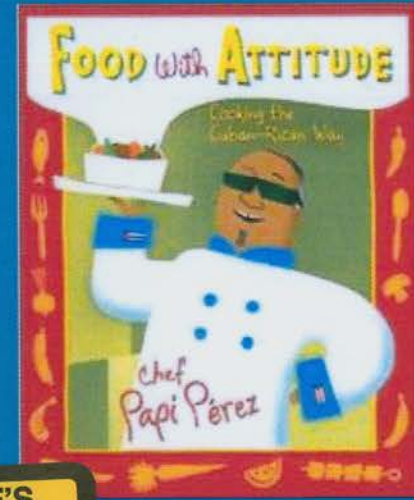
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PI 14

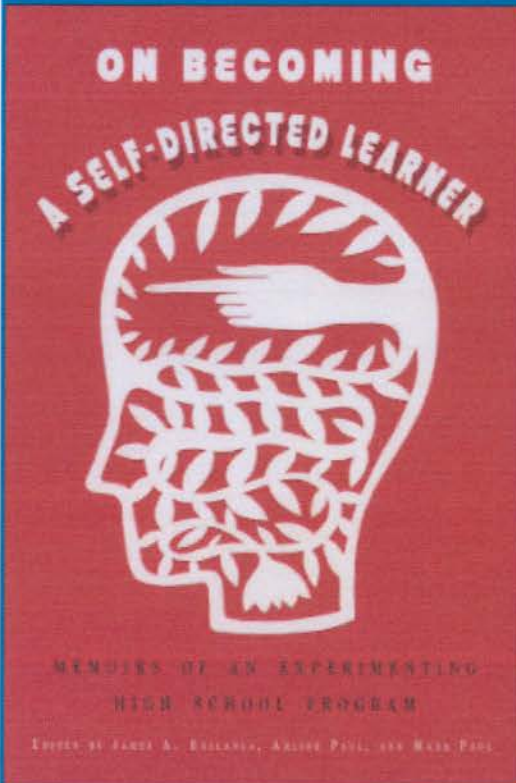
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JAMES A. BELLANCA, ARLINE PAUL, AND MARK PAUL, EDITORS

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FORTY YEARS AHEAD OF ITS TIME, *THE CENTER FOR SELF-DIRECTED LEARNING* CREATED A LEARNING COMMUNITY THAT ENABLED FACULTY AND STUDENTS TO FOCUS ON THE DEVELOPMENT OF THE CRITICAL THINKING, COLLABORATION, AND PROBLEM-SOLVING SKILLS THAT HELPED STUDENTS BECOME DEEP, SELF-DIRECTED LEARNERS WHO PREPARED NOT FOR TESTS, BUT FOR A LIFETIME OF LEARNING.

ON BECOMING A SELF-DIRECTED LEARNER PROVIDES A BLUEPRINT FOR HIGH SCHOOLS TODAY SEARCHING FOR WAYS TO IMPLEMENT THIS TYPE OF SELF-REGULATING, HIGH-ENGAGEMENT PROGRAM.

JAMES A. BELLANCA STARTED HIS TEACHING CAREER IN THE ENGLISH DEPARTMENT AT NEW TRIER EAST. THERE, WITH COLLEAGUES, HE CONCEIVED *THE CENTER FOR SELF-DIRECTED LEARNING* AND LEAD ITS IMPLEMENTATION. HE WENT ON TO WRITE TWO-DOZEN HOW-TO BOOKS FOR TEACHERS, AND NOW LEADS THE ILLINOIS CONSORTIUM FOR 21ST CENTURY SCHOOLS. HE LIVES IN GLENCOE, IL WITH HIS WIFE AND FAMILY.

ARLINE PAUL TAUGHT AT NEW TRIER EAST FROM 1965 - 1988. SHE WAS THE SOCIAL STUDIES FACILITATOR AT THE CENTER, AND WAS THE ONLY FACULTY MEMBER TO BE PRESENT FOR THE ENTIRE TEN YEARS OF ITS EXISTENCE. SHE IS CURRENTLY RETIRED, AND LIVES WITH HER HUSBAND IN HIGHLAND PARK, IL.

MARK PAUL IS A FREELANCE WRITER AND EDITOR. HE LIVES IN HIGHLAND PARK, IL.



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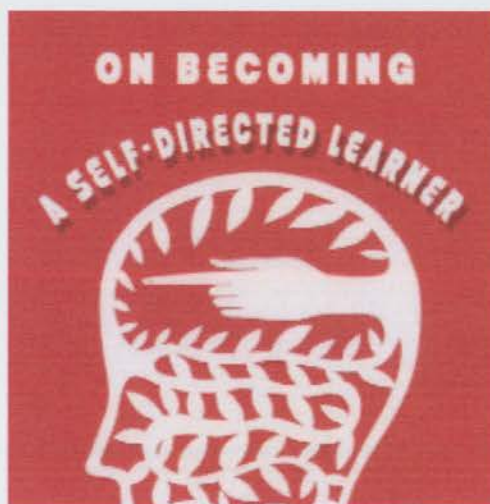
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In 1972, New Trier East High School in Winnetka, Illinois started a school-within-a-school called The Center for Self-Directed Learning. With parent's written permission, students from sophomore-to-senior years could design their own curriculum, forego grades and tests, and become part of a vital community of learners who would explore how they learned best on an individual level, and even determine what it was they wanted to learn.

On Becoming a Self-Directed Learner provides a blueprint for high schools today searching for ways to implement this type of self-regulating, high-engagement program.

WORLDWIDE WEB. HIS FREELANCE WRITING HAS APPEARED IN MILWAUKEE MAGAZINE, SLATE, SCAN AND THE CHICAGO SUN-TIMES. JACOBS LIVES AND WORKS IN THE BUCKTOWN NEIGHBORHOOD OF CHICAGO WITH HIS WIFE AND SON.

EDITORS

ARLINE PAUL TAUGHT AT NEW TRIER EAST FROM 1965 - 1988. SHE WAS THE SOCIAL STUDIES FACILITATOR AT THE CENTER, AND WAS THE ONLY FACULTY MEMBER TO BE PRESENT FOR THE ENTIRE TEN YEARS OF ITS EXISTENCE. SHE IS CURRENTLY RETIRED, AND LIVES WITH HER HUSBAND IN HIGHLAND PARK, IL.

CHRISTOPHER CONLON IS BEST KNOWN AS THE EDITOR OF THE BRAM STOKER AWARD-WINNING RICHARD MATHESON TRIBUTE ANTHOLOGY, *He Is Legend*. HE HAS WRITTEN TWO NOVELS, INCLUDING THE STOKER AWARD FINALIST *MIDNIGHT ON MOURN STREET*, AND SEVERAL COLLECTIONS OF STORIES AND POEMS. HE LIVES IN SILVER SPRING, MARYLAND.

JAMES A. BELLANCA STARTED HIS TEACHING CAREER IN THE ENGLISH DEPARTMENT AT NEW TRIER EAST. THERE, WITH COLLEAGUES, HE CONCEIVED *THE CENTER FOR SELF-DIRECTED LEARNING* AND LEAD ITS IMPLEMENTATION. HE WENT ON TO WRITE TWO-DOZEN HOW-TO BOOKS FOR TEACHERS, AND NOW LEADS THE ILLINOIS CONSORTIUM FOR 21ST CENTURY SCHOOLS. HE LIVES IN GLENCOE, IL WITH HIS WIFE AND FAMILY.

MARK PAUL IS A FREELANCE WRITER AND EDITOR WHO LIVES IN HIGHLAND PARK, IL.

MORT CASTLE IS AUTHOR OF SEVEN NOVELS, INCLUDING *THE STRANGERS* WHICH HAS BEEN OPTIONED BY WHITEWATER FILMS, FOUR FICTION COLLECTIONS, AND OVER 500 SHORTER WORKS. CASTLE DEVELOPED AND EDITED *WRITING HORROR* FOR THE HORROR WRITERS ASSOCIATION IN 1997, AS WELL AS THE EXPANDED, REVISED EDITION, *ON WRITING HORROR*, PUBLISHED IN 2006 BY WRITER'S DIGEST. AMONG THE MAGAZINES AND BOOKS TO PUBLISH HIS ARTICLES ON THE CRAFT OF WRITING ARE THE WRITER, WRITER'S DIGEST, READINGS FOR WRITERS, THE COMPLETE HANDBOOK OF NOVEL WRITING, AND WRITER'S WORKSHOP OF HORROR. CITED AS ONE OF "21 LEADERS IN THE ARTS FOR THE 21ST CENTURY IN CHICAGO" (SUN TIMES NEWSPAPER GROUP) AND

PI Ex. 15-- 1/25/14 Screen Grabs from Defendants' Website



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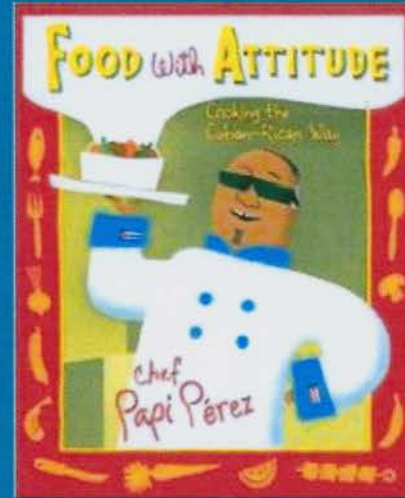
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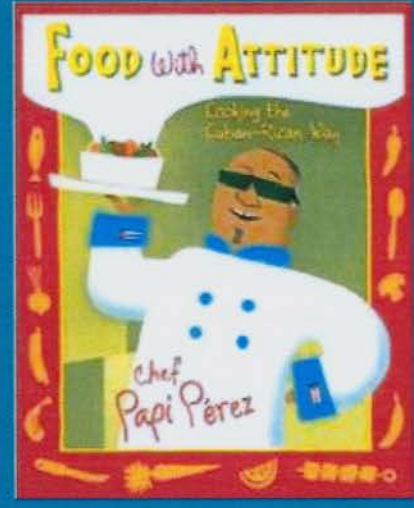
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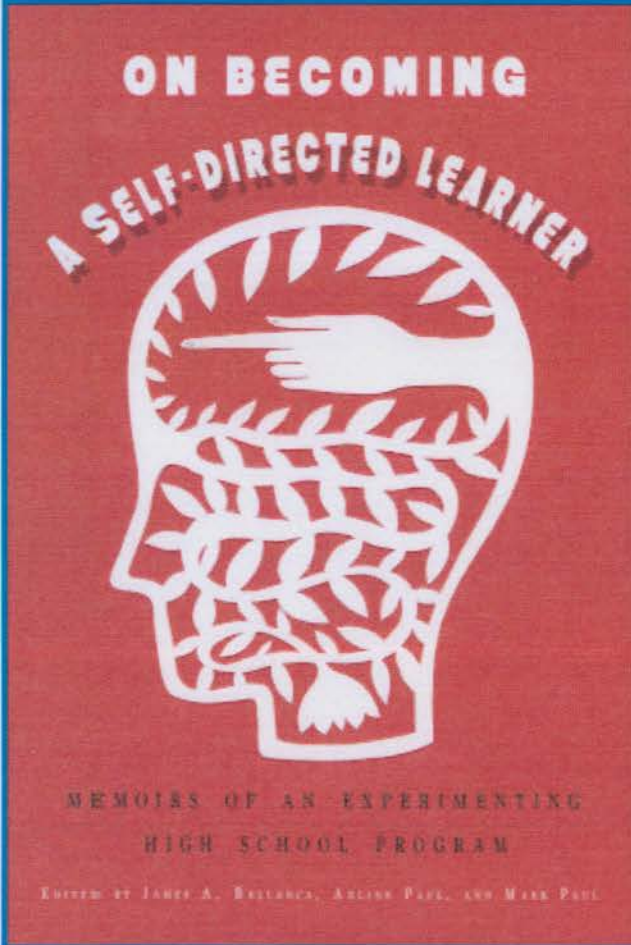
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JAMES A. BELLANCA, ARLINE PAUL, AND MARK PAUL, EDITORS

LOOK FOR IT - AUGUST 2013

IN 1972, NEW TRIER EAST HIGH SCHOOL IN WINNETKA, ILLINOIS STARTED A SCHOOL-WITHIN-A-SCHOOL CALLED *THE CENTER FOR SELF-DIRECTED LEARNING*. WITH PARENT'S WRITTEN PERMISSION, STUDENTS FROM SOPHOMORE-TO-SENIOR YEARS COULD DESIGN THEIR OWN CURRICULUM, FOREGO GRADES AND TESTS, AND BECOME PART OF A VITAL COMMUNITY OF LEARNERS WHO WOULD EXPLORE HOW THEY LEARNED BEST ON AN INDIVIDUAL LEVEL, AND EVEN DETERMINE WHAT IT WAS THEY WANTED TO LEARN.

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JAMES A. BELLANCA STARTED HIS TEACHING CAREER IN THE ENGLISH DEPARTMENT AT NEW TRIER EAST. THERE, WITH COLLEAGUES, HE CONCEIVED *THE CENTER FOR SELF-DIRECTED LEARNING* AND LEAD ITS IMPLEMENTATION. HE WENT ON TO WRITE TWO-DOZEN HOW-TO BOOKS FOR TEACHERS, AND NOW LEADS THE ILLINOIS CONSORTIUM FOR 21ST CENTURY SCHOOLS. HE LIVES IN GLENCOE, IL WITH HIS WIFE AND FAMILY.

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www.newtrier.k12.il.us/WorkArea/DownloadAsset.aspx?id=29510

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Center for Self-Directed Learning Reunion List | The Center for Self ...

cfsdl.wordpress.com/center-for-self-directed-learning-reunion-list/

Aug 30, 2009 - New Trier High School 1972-1982 15 Responses to "Center for Self-Directed Learning Reunion List". Ellen Spier Says: August 30, 2009 at ...

The Center for Self-Directed Learning | New Trier High School 197...

cfsdl.wordpress.com/

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Helping Students Become Self-Directed Learners | AdjunctNation.com

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What Makes Self-Directed Learning Effective? - Association for ...

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Self-directed learning: a four step process - University of Waterloo

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