



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: August 2, 2022

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, Thursday, August 4, 2022,
5:30 p.m., Waterbury Arts Magnet School

The Committees of the Board of Education will meet on Thursday, August 4, 2022, 5:30 p.m., Waterbury Arts Magnet School, Cafe, 16 South Elm Street, Waterbury, Connecticut. This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at <https://youtu.be/VoV5-lOs5sQ>.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

1. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Kingsley Enterprises, LLC d/b/a UsedFitnessSales.com for fitness center equipment, installation and training – J. Gorman, D. Schwartz.
2. Committee on Finance/5 minutes ~ Request approval of Amendment One (1) to the College Readiness and Success Contract with College Board for PSAT/SAT testing. – T. Battistoni, D. Schwartz.
3. Committee on Finance/5 minutes ~ Request approval to apply for the Connecticut State Department of Education's Family Resource Center "extension" grant for Wilson and Reed Schools – M. Bergin, L. Allen Brown, D. Schwartz.
4. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with The Greater Waterbury YMCA for before and after school day care (McKinney Vento) – S. Paris.
5. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Committee for Children for social emotional learning curriculum and professional development – M. Rodriguez., N. Toucet.
6. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Automated Logic Contracting Services, Inc. for temperature control and ventilation project upgrades – R. Maghfour.
- 6a. Committee of the Whole/15 minutes: District Strategic Plan – Executive Cabinet.
7. Committee on Finance/5 minutes:
 - a) ARP/ESSER Update – D. Biolo.
 - b) Transfer in the 2021/22 Budget – D. Biolo.
8. Superintendent's Update ~ Dr. Ruffin.

9. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – R. Maghfour.
10. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – R. Maghfour.
11. Superintendent’s Notification to the Board/5 minutes:

- a. Before and After School Program appointments funded by Priority School District Grant:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Anglin, Seritha	AM/PM Assistant	Walsh
Crane, Evan	Lead teacher	Walsh
Justs, Patricia	Sub. Teacher	Walsh
Lubus, Nicole	Sub. Teacher	Walsh
Riccio, Timothy	Sub. Teacher	Walsh
Swartz, Samantha	Sub. Lead Teacher	Walsh
Walker, Bernice	PM Assistant	Walsh
Yaffe, Kenneth	Teacher	Walsh
Sullivan, Donna	Teacher-Assistant	Maloney

- b. Extended School Hours (Early Start) appointments:

<u>School</u>	<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>
Chase	Eldridge	Lori	Administrator
	Hernandez	Ivan	Admin.-Sub
	Selenica	Sonja	Admin.-Sub
	Nido	Savannah	Teacher
	Strumi	Manuela	Teacher
	Cianfagna	Traci	Teacher-Sub
	Melendez	Doreen	Parent-Liaison
	Turner	Gina	Para
	DelMora	Denise	Para
	Arroyo	Ivet	Para-Sub
	Lopez	Marlene	Para-Sub
Gilmartin	Moore	Christina	Administrator
	Trudeau	Lorraine	Teacher
	Dwyer	Catherine	Teacher
	Rodriguez	Jessica	Para
	Garafola	Denise	Para
	Lehane	Danielle	Social Worker
	Guerrera	Marnie	Para
International	Tomasella	Diurca	Administrator
	Cruz	Maria	Teacher
	Garcia	Nilsa	Teacher
	Rock	Stefanie	Teacher
Kingsbury	McCombs	Lisa	Para
	Knighton	Drewena	Para
Walsh	Wilson	Maureen	Administrator
	Bilbrough	Allyson	Teacher
	Justs	Patricia	Teacher

- c. Resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Brown, Harriet	Maloney Special Educ.	07-29-22
Gallati, Jean	WCA Human Services	07-29-22
Galpin, Lindsay	NEMS Grade 8 ELA	07-26-22
Loh, Pamela	WHS ESL	07-29-22
Meyer, Doug	WHS Tech Ed	07-26-22
Monagas Soto, Diana	CHS Spanish	08-01-22

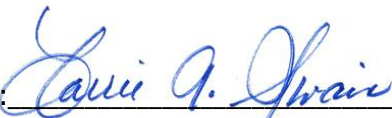
Porcaro, Stefanie	RMS Art	08-01-22
Scalo, Karla	Kingsbury Grade 2	07-21-22
Schiavo, Alicia	Sprague STEM Coach	08-01-22
Spinella, Christine	Tinker Grade 5	07-28-22
Spizzoucco, Ann Grace	WMS ELA	07-28-22

d. Retirements:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Marino, Carol	Chase School Psychologist	08-31-22
Napolitano, Kathleen	Sprague Reading	07-23-22

EXECUTIVE SESSION for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education



DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman

Supervisor of Health & Physical Education

(203) 574-8051, Ext. 11261

jgorman@waterbury.k12.ct.us

Health. Moves. Minds.

#1

Date: July 27, 2022

To: Waterbury Board of Education
Waterbury Board of Education
Mayor Neil M. O'Leary

Re: Executive Summary – RFP 7226

The WPS Department of Health and Physical Education is seeking to upgrade fitness center facilities and equipment in all of its high schools and alternative education programs that service the needs of high school students. Current WPS high school fitness center equipment is inadequate to meet the increased demand for personalized fitness programming required by the district curriculum.

This project, in combination with our separate heart rate monitoring initiative, will continually improve Physical Education curricula and instruction for years to come. The goal is to provide high quality personalized fitness, conditioning and social-emotional learning support to all high school students while engaged in Physical Education class activities.

Our intent is to acquire fitness equipment and exercise systems that will help personalize and diversify Physical Education instruction, and provide data platforms for progress monitoring that will be available to teachers and students. We seek to improve safe and effective participation for all students in general, and for those with underlying medical conditions in particular, within a fitness-focused learning environment.

There were two RFPs submitted in response to #7226 – Used Fitness Sales and Total Fitness. The Selection Committee unanimously selected Used Fitness Sales as the most desired responsible bidder as well as lowest responsible bidder.

The contract before you in the amount of \$221,762 is for the acquisition, assembly and installation of various used fitness center equipment, shipping and handling, plus professional development training for staff on proper training techniques unique to specific apparatus, and proper care and routine maintenance of equipment. The project is funded exclusively by ESSER III.

I respectfully request approval of the proposed contract subject to the terms and conditions of RFP #7226.

Yours,

Joseph R. Gorman

Cc: Darren Schwartz, Doreen Biolo, Rosh Maghfour, Mike Konopka, Jerry Gay,

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7226
For
FITNESS CENTER EQUIPMENT, INSTALLATION AND TRAINING
Replacement
between
The City of Waterbury, Connecticut
and
Kingsley Enterprises, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and KINGSLEY ENTERPRISES, LLC, D/B/A USED FITNESS SALES.COM located at 235 East Main Street, Thomaston, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7226 for fitness center equipment, installation and training for seven Waterbury Public Schools (Crosby High School, Enlightenment School, Kennedy High School, State Street Program, Waterbury Arts Magnet School, Waterbury Career Academy and Wilby High School) including delivery; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7226; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions

or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1. The Project consists of and the Contractor shall provide fitness center equipment, installation and training for seven Waterbury Public Schools (Crosby High School, Enlightenment School, Kennedy High School, State Street Program, Waterbury Arts Magnet School, Waterbury Career Academy and Wilby High School) including:

- Product delivery, assembly and installation
- Minimum three (3) year full replacement warranty for manufacturing defects
- Minimum three (3) year limited warranty for replacement parts and labor not covered under manufacturer warranty
- Two (2) staff professional development workshops on proper exercise training techniques specific to equipment items
- Two (2) staff professional development trainings on proper care and maintenance of equipment items, either virtually or in-person

as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's solicitation documents, RFP No. 7226 (attached hereto)
- 1.1.2 Contractor's Proposal Responding to RFP No. 7226 (attached hereto)
- 1.1.3 Contractor's Cost Proposal (attached hereto)
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5 Certificates of Insurance, incorporated by reference
- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7 All Required Licenses
- 1.1.8 Required Contract Provisions ARPA Funded Projects

- 1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Contractor's Cost Proposal
- 1.2.3 The City's solicitation documents, RFP No. 7226
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Company Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The term of this Contract shall commence July 1, 2022, pending all necessary approvals, and terminate July 31, 2023 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Two Hundred Sixty-One Thousand Six Hundred Seventy-Nine dollars and Sixteen cents (\$261,679.16), including all materials, freight, shipping, handling, delivery, installation and assembly charges.

The compensation shall be paid in conformity with the Contractor's Cost Proposal, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7226 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or

officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations

are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit each accident any auto, all owned and hired autos

9.4.3 Professional Liability Insurance: \$1,000,000.00 each wrongful act. \$1,000,000.00 aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.4.4 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Educations as additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of

Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The

Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such

reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior

to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7226** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7226**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Kingsley Enterprises, LLC d/b/a Usedfitnesssales.com
235 East Main Street
Thomaston, CT 06787

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: _____

Print name:

By: _____

Neil M. O'Leary, Mayor

Sign: _____

Print name:

Date: _____

WITNESSES:

KINGSLEY ENTERPRISES, LLC

Sign: Ami Kingsley

Print name: Vannie Kingsley

By: [Signature]

Its: G.K.

Sign: Jody W. Cappelli

Print name: Jody W. Cappelli

Date: 07-30-2021

ATTACHMENT A

1. The City's solicitation documents, RFP No. 7226 (attached hereto)
2. Contractor's Cost Proposal (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other

parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
- a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

RFP # 7226

**REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
EDUCATION DEPARTMENT**

Fitness Center Equipment, Installation and Training

The City of Waterbury, Department of Education (hereinafter "City"), is seeking to upgrade fitness center facilities and equipment in all of its high schools and alternative education programs that service the needs of high school students. This project, in combination with our separate heart rate monitoring initiative, will continually improve Physical Education curricula and instruction for years to come. The goal is to provide high quality personalized fitness, conditioning and social-emotional learning support to all high school students while engaged in Physical Education class activities.

A. Background and Intent

Current WPS high school fitness center equipment is inadequate to meet the increased demand for personalized fitness programming required by the district curriculum.

Our intent is to acquire fitness equipment and exercise systems that will help personalize and diversify Physical Education instruction, and provide data platforms for progress monitoring that will be available to teachers and students. We seek to improve safe and effective participation for all students in general, and for those with underlying medical conditions in particular, within a fitness-focused learning environment.

B. Qualifications

Eligible proposers will be those vendors, consultants, business and institutions that have a proven track-record of success at providing the sort of exercise equipment products and integrated customer support required for successful fitness center upgrade projects.

Any and all proposals will be assessed by the Selection Committee on the level of vendor experience and the quality, durability and capability features of its products. Particular emphasis will be placed on installation capabilities and the degree and complexity of training required to operate and maintain products/systems. All vendors submitting proposals will be required to deliver a 30 to 45-minute presentation of their proposal to the District Selection Committee upon request at a date and time to be determined. Presentations may be conducted in-person or virtually by mutual consent.

C. Scope of Services

The vendor will supply:

- Exercise equipment products as listed and hyperlinked in Schedule C - <https://docs.google.com/spreadsheets/d/1a-VQiykXQNVseF6SQ8aLMA-c8t0gskcmOD5WowLe1ZM/edit#gid=1617105570>
 - 4-8-22 HS Fitness Center RFP #7226 (attached as a PDF)
- Product delivery, assembly and installation as needed
- Minimum three (3) year full replacement warranty for manufacturing defects
- Minimum three (3) year limited warranty for replacement parts and labor not covered under manufacturer warranty
- Two (2) staff professional development workshops on proper exercise training techniques specific to equipment items, either virtually or in-person on dates TBD in August 2022 and August 2023
- Two (2) staff professional development trainings on proper care and maintenance of equipment items, either virtually or in-person on dates TBD in August 2022 and August 2023

The selection committee will review all responsible bids that address the needs of the district, and, as such, will consider substitutions that materially comply with or exceed the content and intent of the specifications listed in Schedule C.

Delivery Information:

Delivery to up to seven locations in Waterbury, Connecticut:

- Lines 2 - 43
 - Crosby High School, 300 Pierpont Road 06705
- Lines 44 - 83
 - Enlightenment Alt. Program, 55 Griggs Street 06704
- Lines 84 - 177
 - Kennedy High School, 422 Highland Avenue 06708
- Lines 178 - 191
 - State Street Alt. Program, 58 Griggs Street 06704
- Lines 192 - 209
 - Waterbury Arts Magnet School, 16 South Elm Street 06706
- Lines 210- 245
 - Waterbury Career Academy, 175 Birch Street 06704
- Lines 246 - 264
 - Wilby High School, 568 Bucks Hill Road 06704

*Note: Specify all shipping, handling and assembly/installation fees in bid prices.

Additional Requirements:

All product items bid must be submitted with either a hyperlink, a photo with description and full specifications, or a catalog reference that includes a catalog edition, page number, item number, photo and full product specifications.

All vendors submitting proposals will be required to deliver a 30 to 45-minute presentation of their proposal to the District Selection Committee upon request at a date and time to be determined. Presentations may be conducted in-person or virtually by mutual consent.

The winning bids will be determined by the Selection Committee in the best interest of the district on the basis of quality, durability and design compatibility, as well as assembly/installation, applicable warranties and levels of customer training and support.

The Selection Committee reserves the right to divide and award portions of the total project to multiple bidders.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated as referring to the period of July 1, 2022 to June 30, 2025.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet).

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on April 22, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury ProcureWare website **by April 26, 2022, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Supervisor of Health and Physical Education.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of **(number)** days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions,

deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and three paper copies of the proposal, as well as two copies of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than 11:00 AM on May 4, 2022.

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
 - b. Have you ever defaulted on a contract? If so, where and why?
 - c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
 - d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
 - e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.
 - a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
 - b. Proposed cost schedule.
 - c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
 - d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury

Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

Request For Proposal # 7226

Fitness Center Equipment, Installation and Training

Name of Item	Item Description	Item # or code	Price	Quantity	Total Price
Jungle System	Signature Series MultiJungle MJ5			1	
	https://www.lifefitness.com/en-us/catalog/strength-training/multi-use/life-				
Smith Machine	Ion Series Smith Rack	CI-SM		1	
	https://www.lifefitness.com/en-us/cybex/ion-series-smith-rack				
Chest Press	Signature Series Plate Loaded Chest Press			1	
	https://www.lifefitness.com/en-us/cybex/plate-loaded-chest-press				
Shoulder press	Signature Series Plate Loaded Shoulder	SPLSP		1	
	https://www.lifefitness.com/en-us/catalog/strength-training/plate-loaded/life-				
Leg Press	Signature Series Plate Loaded Linear Leg	SPLLLP		1	
	https://www.lifefitness.com/en-us/catalog/strength-training/plate-loaded/life-				
Fan Bike	HD Air Bike	PT-AB-01		1	
	https://www.lifefitness.com/en-us/hammer-strength/hammer-strength-				
Upright Bike	Integrity Series lifecycle upright bike			1	
	https://www.lifefitness.com/en-us/catalog/cardio/upright-bikes/integrity-series-				
Rower	Heat Row			2	
	https://www.lifefitness.com/en-us/catalog/group-training/small-group-				
Adjustable Bench	Signature Series Multi-Adjustable Bench	SMAB		6	
	https://www.lifefitness.com/en-us/catalog/strength-training/plate-loaded/plate-				
Leg Extension	Signature Series Plate Loaded Linear Leg	PL-LE		1	
	https://www.lifefitness.com/en-us/catalog/strength-training/plate-loaded/plate-				
Leg Curl	Signature Series Plate Loaded Leg Curl			1	
	https://www.lifefitness.com/en-us/catalog/strength-training/plate-loaded/plate-				
Wall Squat Rack	RML-90SLIM Rack w. bracket mount			3	
	https://www.roguefitness.com/rogue-rml-90slim-rack				
Barbells	20KGOhio Power Bar - Black Zinc			6	
Rubber Plates	Rogue HG 2.0 Bumper Plates	1,000 lb Set		1	
	https://www.roguefitness.com/rogue-hg-2-0-bumper-plates				
Heavy Bag	100 lb super leather bag	251001		1	
	https://www.everlast.com/100lb-super-leather-heavy-bag-black-1				
Bag Bracket	Heavy bag wall mount hanger	P00001850		1	
	https://www.everlast.com/heavy-bag-wall-mount-hanger				
Speed bag	Leather speed bag			1	
	https://www.everlast.com/leather-speed-bag?color=45&size=162				
Speed bracket	Speed bag platform			1	
	https://www.everlast.com/speed-bag-platform?size=160				
Tire	Fip'Ttire Trainer 175 lbs.	70-346		1	
	https://www.gophersport.com/fitness/medicine-balls/flip-trainer?item=10133				
Box	Triad Pro 3-in-1 Foam Plyo Boxes- Large	GK82-659		1	
	https://www.gophersport.com/fitness/plyometrics/triad-3-in-1-foam-plyo-box				
Box	Triad Pro 3-in-1 Foam Plyo Boxes- Small	GK82-658		1	
	https://www.gophersport.com/fitness/plyometrics/triad-3-in-1-foam-plyo-box				
Evolution 2.0	9 Ball Lt (2 each 4, 8, 10, 3 of 6 pound)	CJ64-259		2	
	https://www.gophersport.com/fitness/medicine-balls?tag=oversized				
Detonate Force	Lt Pa. Sandbags (3 each 15, 20 2 each 10,	CJ70-356		1	
	https://www.gophersport.com/fitness/sandbags/detonate-force				
Force Kettlebells	Stationary Set	CJ65-925		1	
	https://www.gophersport.com/fitness/kettlebells/force-sand-kettlebell				
TRX Multimount	Trx 5 Student System	CJ70-743		1	

https://www.gophersport.com/fitness/bodyweight/trx-multimount-system				
TRX Training	Trx Straps 6 pack	CJ64-218	1	
https://www.gophersport.com/fitness/bodyweight/trx-pro-suspension-trainer-				
Apex Plyometric	Plyometric Boxes	CJ73-843	2	
https://www.gophersport.com/fitness/plyometrics/apex-square-plyometric-				
Brawn band Wall	Resistance bands	CJ70-484	1	
https://www.gophersport.com/fitness/resistance/ultrafit-beast-				
Concept2 Bikeerg	Stationary Bike	CJ70-343	3	
https://www.gophersport.com/fitness/cardio/concept2-bikeerg-indoor-cycling-				
MaxFit Pack with	Mats (24 mats with cart)	CJ69-182	1	
https://www.gophersport.com/supplies/mats/classplus-maxfit-mat-packs				
Abmats	Abmats 6 pack	CJ68-454	1	
https://www.gophersport.com/fitness/bodyweight/abmat?item=149010				
Dot Mat	SkillStix Agility Dot Mat	CJ67-973	3	
Ropesaddle 2.0	Ropesaddle Anchor	CJ65-631	1	
https://www.gophersport.com/fitness/saq/skillstix-agility-dot-mat				
Warrior	Warrior apprentice	CJ70-071	4	
https://www.gophersport.com/fitness/conditioning-ropes/warrior-apprentice-				
3/8" Thick	Floor mats	CJ86-324	3	
Gopher Rubber	Sport Ball	CJ02-015	1	
https://www.gophersport.com/pe/balls/rubber-sport-ball-packs?item=5404				
BOSU EZ reach	Half Plyo Balls	CJ65-905	1	
https://www.gophersport.com/fitness/balance/bosu-ez-reach-packs				
Tonal	Tonal Machine		3	
https://www.tonal.com/product/tonal/				
SportArt T615	Treadmill	CJ68-382	2	
https://www.gophersport.com/fitness/cardio/sportsart-t615-treadmill				
Ignition Pro	Interval timer	CJ74-429	2	
https://www.gophersport.com/fitness/cardio/ignition-pro-interval-timer				
Fight Camp	Fight Camp		2	
https://joinfightcamp.com/shop/products/fightcamp-personal/				
SYNRGY 90 Versa	Versa Cable Cross-Over System	SYN90-VC	1	
https://www.lifefitness.com/en-us/catalog/strength-training/synrgy/life-				
HS Select Seated	Seated Row	HS-RW	1	
https://www.lifefitness.com/en-us/catalog/strength-				
LF Heat	Rower	TFT 2.0 Console	1	
https://www.lifefitness.com/en-us/catalog/group-training/group-x/heat-				
HS Utility Bench-	Utility Bench	FW-UB75	1	
https://www.lifefitness.com/en-us/catalog/strength-training/benches-				
HS Back	Back Extension	BW-BE	1	
https://www.lifefitness.com/en-us/catalog/strength-training/benches-				
TRX suspension	Suspension Trainers	TRX Pro 4 System	8	
https://store.trxtraining.com/products/trx-pro/				
UltraFit EZ jump	EZ jump PLYo Boxes	GK82-671	1	
https://www.gophersport.com/fitness/plyometrics/ez-jump-pro-foam-				
ExploSafe Foam	Foam Plyo Boxes	GK64-136	1	
https://www.gophersport.com/fitness/plyometrics/explosafe-pro-foam-				
Gopher Fixed	Fixed Barbells	GK64-120	1	
https://www.gophersport.com/fitness/bars/fixed-barbell?item=162091				
Urethane Grip	Cable Accessories and rack	#4071-99	1	

https://www.performbetter.com/Urethane-Grip-Cable-Club-Pack-with-Rack				
Deluxe Stirrup	Cable Handle accessory	#4071-10	3	
https://www.performbetter.com/Urethane-Grip-Deluxe-Stirrup-Handle-1-only				
Lock-Jaw Barbell	Barbell collars	#4112-01	6	
https://www.performbetter.com/Lock-Jaw-Barbell-Collar				
GripCable	Cable Machine Accessories	GK65-681	1	
https://www.gophersport.com/fitness/weightlifting/york-cable-				
First Place Drive	Drive Sled	#3601-01	1	
https://www.performbetter.com/First-Place-Drive-Sled-II				
Extra Vertical	Drive Sled Handles	#3601-25	1	
https://www.performbetter.com/Extra-Vertical-Push-Handles-for-the-First-Place-				
Dual Low Push	Drive sled low push Attachment	#3601-26	1	
https://www.performbetter.com/Dual-Low-Push-Handle-Attachment-for-the-				
Shoulder push	Drive sled shoulder attachment	#3601-27	1	
https://www.performbetter.com/Shoulder-Push-Attachment-for-the-First-Place-				
First Place	Dumbbells	#4057-R2	1	
https://www.performbetter.com/Rubber-Encased-Dumbbell-Set-5-50-Pounds-in-				
RopeSaddle2.0	Rope saddle station and Ropes	GK65-632	1	
https://www.gophersport.com/fitness/conditioning-ropes/rope-saddle-anchor-				
Warrior rope	Warrior Rope set with Wall anchor	GK70-090	2	
https://www.gophersport.com/fitness/conditioning-ropes/warrior-				
Grip Cable	Single Cable Grip	Gk67-759	3	
https://www.gophersport.com/fitness/weightlifting/york-cable-accessories				
ClassPlus Yoga	yoga Mats	GK69-839	3	
https://www.gophersport.com/fitness/yoga/classplus-yoga-mat-				
Alpha Armor	Kettle bell set	GK65-923	1	
https://www.gophersport.com/fitness/kettlebells/alpha-armor				
Gopher Impact	Medicine Balls	GK65-851	1	
https://www.gophersport.com/fitness/medicine-balls?tag=oversized				
Fortitude Slam	Slam Balls	GK65-857	1	
https://www.gophersport.com/fitness/medicine-balls/fortitude-slam-ball				
Impact Atlas	Medicine Balls	GK65-714	1	
https://www.gophersport.com/fitness/medicine-balls/impact-atlas-medicine-ball				
Impact FullStrong	Strongman Bags	GK82-696	1	
https://www.gophersport.com/fitness/sandbags/impact-fullstrong-strongman-				
Impact DuraGrip	SandWeight Grips	GK64-424	1	
https://www.gophersport.com/impact-duragrip-sand-weight-discs?item=208611				
Gopher	Weight Plate set	GK74-980	1	
https://www.gophersport.com/fitness/weightlifting/powercore-grip-				
Ultrafit EVA Foam	EVA Foam Rollers	GK65-688	3	
https://www.gophersport.com/fitness/yoga/ultrafit-foam-rollers?item=148994				
Ultrafit HD Foam	Foam Rollers	GK65-693	3	
https://www.gophersport.com/fitness/yoga/ultrafit-foam-roller-				
Volcano Foam	Roller	GK70-574	3	
https://www.gophersport.com/fitness/foam-rollers/volcano?item=9176				
Tiger Tail 18"	Massage Tool	#2216-18	3	
https://www.performbetter.com/Tiger-Tail-Massager?custcol19=49				
Stretch out strap	Stretch Strap	#2233-01	10	
https://www.performbetter.com/Stretch-Out-Strap?custcol29=2				
SKLZ Quick	agility ladder	GK04-404	5	
https://www.gophersport.com/fitness/saq/sklz-quick-ladder-pro?item=12881				
ClassPlus Speed,	Speed and agility pack	GK01-932	1	

https://www.gophersport.com/fitness/saq/sklz-quick-ladder-pro?item=12881					
SKLZ 6X Hurdles	agility Hurdles	GK04-405		3	
https://www.gophersport.com/fitness/saq/sklz-6x-hurdles?item=12861					
Squat Pad	Squat Pad	#4080-01		3	
https://www.performbetter.com/Squat-Pad					
Rogue Monster	Resistance Bands	HB0009		2	
https://www.roguefitness.com/rogue-monster-bands					
First Place	Lifting Chains	SKU: 4075-30		2	
https://www.performbetter.com/First-Place-Chrome-Plated-Lifting-Chains-Pair-					
First Place	Core Trainer	SKU:4063-01		1	
https://www.performbetter.com/First-Place-Extreme-Core-Trainer					
Amplivox	Wirelss PA speaker	GK18-634		1	
https://www.gophersport.com/supplies/electronics/amplivox-ipod-wireless-					
Health O meter	scale	GK67980		1	
https://www.gophersport.com/assessment/measurement/health-o-meter-digital-					
Fortify	Weight lifting belts	GK73-893		2	
https://www.gophersport.com/fitness/weightlifting/fortify-weightlifting-					
Fortify	Weight lifting belts	GK73-894		2	
https://www.gophersport.com/fitness/weightlifting/fortify-weightlifting-					
Gopher Drag Bag	Drag Bags	GK64-036		4	
https://www.gophersport.com/fitness/saq/gopher-drag-bag?item=144815					
Detonate Speed	speed chute	GK69-612		4	
https://www.gophersport.com/fitness/saq/detonate-speed-chutes?item=5993					
Heavy Bag	Powercore Nevatear Heavy Bag (80 lbs)	251001		1	
https://www.everlast.com/powercore-nevatear-heavy-bag					
Heavy Bag Stand	Heavy Bag Stand	4812BDTC		1	
https://www.everlast.com/heavy-bag-stand					
Stationary Bike	X Series Velocity Indoor Cycling Bike	70-206		3	
https://www.gophersport.com/fitness/cardio/x-series-velocity-bike?item=10879					
Dumbbells	Troy Dumbbells (10 Pair Set, Rubber	69-762		1	
https://www.gophersport.com/fitness/dumbbells/troy-dumbbell-sets-with-rack					
Golf Simulator	Optishot Golf in a Box #			1	
https://optishotgolf.com/products/golf-in-a-box-3					
Adjustable Bench	Hammer Strength Adjustable Bench	FW-MAB		1	
https://www.lifefitness.com/en-us/catalog/strength-training/benches-					
Squat rack	Squat Rack Rig w/ safety arms			1	
https://www.titan.fitness/racks/power-racks/t-2-series/t-2-series-power-					
Weight rack	Squat Rack Weight Tree			1	
https://www.titan.fitness/racks/rack-accessories/t-2-series/t-2-series-10-in-					
Barbell	Olympic Barbells			2	
https://www.titan.fitness/strength/barbells/olympic/regular-olympic-					
Bumper plates	260lb Bumper Plate Set			2 Sets	
https://www.titan.fitness/strength/weight-plates/bumper-plates/260-lb-set-					
Adjustable bench	Decline/Incline Bench			1	
https://www.titan.fitness/strength/benches/adjustable/max-adjustable-fid-					
Barbell holder	Vertical Barbell Holder			1	
https://www.titan.fitness/organize/freestanding-storage/barbells%2C-					
Clips for barbell	Barbell Clips (2 per pair)			5 pairs	
https://www.titan.fitness/sale/scratch-and-dent/scratch-and-dent---pair-of-2-					
Mat for	Yoga Mats			10	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands-					
Stretching equip.	Foam Rollers (Medium)			5	

https://shop.lifefitness.com/products/foam-roller?variant=39846976815301				
Resistance equip.	Resistance Bands		3 Sets	
https://shop.lifefitness.com/collections/resistance-bands/products/power-bands-				
Active Series	Treadmill		2	
https://www.lifefitness.com/en-us/catalog/cardio/treadmills/activate-series-				
Active Series	Elliptical		2	
https://www.lifefitness.com/en-us/catalog/cardio/ellipticals/elevation-series-				
Powermill	Stair Climber		1	
https://www.lifefitness.com/en-us/catalog/cardio/climbers/powermill-climber				
Medicine Balls	Medicine Balls		5	
https://www.lifefitness.com/en-us/catalog/accessories/medicine-balls-stability-				
Power Bands	Resistance Bands	ACC-BD-1000-01	10	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands-				
Power Bands	Resistance Bands	ACC-BD-1001-01	10	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands-				
Power Bands	Resistance Bands	ACC-BD-1002-01	10	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands-				
Power Bands	Resistance Bands	ACC-BD-1003-01	10	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands-				
Yoga Mat	Yoga Mat	LF-YMB-72195	40	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands-				
Resistance Tubes	Resistance Bands		30	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands-				
Lifefitness	Leg Press Machine		1	
https://www.lifefitness.com/en-us/catalog/strength-training/plate-loaded/life-				
Troy Dumbbells	Dumbbells	69-762	1	
https://www.gophersport.com/fitness/dumbbells/troy-dumbbell-sets-with-rack				
IronRange	Olympic Bars	70-624	2	
https://www.gophersport.com/fitness/weightlifting/ironrange-bumper-				
PowerSurge	Bumper Plates, 45lb plates	67-265	1	
https://www.gophersport.com/fitness/weightlifting/detonate-powersurge-				
PowerSurge	Bumper Plates, 35lb plates	67-764	1	
https://www.gophersport.com/fitness/weightlifting/detonate-powersurge-				
PowerSurge	Bumper Plates, 25lb plates	67-747	1	
https://www.gophersport.com/fitness/weightlifting/detonate-powersurge-				
PowerSurge	Bumper Plates, 15lb plates	67-746	1	
https://www.gophersport.com/fitness/weightlifting/detonate-powersurge-				
PowerSurge	Bumper Plates, 10lb plates	67-745	1	
https://www.gophersport.com/fitness/weightlifting/detonate-powersurge-				
Rubber Flooring	Flooring- Interlocking Tiles (Green Tea 3-		1	
https://ardentfitness.com/ecore-everlast-interlocking-tile-8mm/				
Turf Flooring	Flooring- Rage Turf Motivate (RageTurf		1	
https://www.greatmats.com/padded-turf/indoor-padded-turf-rage-motivate-				
Rogue Fitness Rig	Rogue Fitness Rig (6 stations)		1	
https://www.roguefitness.com/rogue-monster-lite-monkey-rig-2-0				
Strength	Strength Freeweight Platform®Atlantis		3	
https://atlantisstrength.com/gym-equipment/b4800				
Matrix Stepper	Matrix Stepper- Model C5x		2	
http://thefitnessmarket.com/Matrix-C5x-Full-Commercial-ClimbMill_p_478.html				
TKO-8AR Rower	AirRaid Rower		2	
https://www.tkostrength.com/collections/rowers				
Hoist-CF3165	SUPER FLAT/INCL/DECLINE BENCH		3	

https://www.hoistfitness.com/products/copy-of-cf-3165-super-flat-incline-				
Hoist-CF3165-PL	FLAT/INCLINE BENCH		3	
https://www.thefitnessoutlet.com/hoist-cf-3165-commercial-super-flat-incline-				
Life Fitness	Life Fitness Treadmill- Model CLST		4	
https://www.fitt24.com/commercial_fitness_equipment/commercial_treadmills/				
Delivery &	Local Delivery and installation - Includes			
60lbs (Pair) 70lb (Pair) Rubber Hex Dumbbells	TKO-804sxr-60		1	
70 lbs (Pair)	TKO-804sxr-70		1	
https://cardionationusa.com/products/tko-dumbbell-sets				
Plate Loaded Power Sled	Power Sleds		2	
https://gym-experts.com/products/freemotion-power-sled-fmdy109990?currency=USD&variant=42407545995498&utm_medium=cpc&utm_source=google&utm_campaign=Google%20Shopping&gclid=CjwKCAiAgvKQBhBbEiwAaPQw3KIJOmZyRi6yjAgbOyFHP8kCvDBibylN1XYBUbdXbWGWkbim6wJPrhoCa04QAvD_BwE				
Multiple Variety	TKO-3120 TKO-3121 TKO-3122 TKO-3123		10	
https://www.tkostrength.com/products/tko-strength-bands				
1000lbs total of	TKO-802BP-25 TKO-802BP-45 TKO-802BP-		1	
https://www.gtechfitness.com/tko-802bp-solid-rubber-bumper-plates/				
Bumper Plate	TKO-852BR2		1	
https://www.tkostrength.com/products/tko-bumper-plate-rack				
BlueTooth stereo	BlueTooth Stereo		1	
https://www.crutchfield.com/S-WyW3jof7I9C/p_700JBL2GYB/JBL-Pro-Gym-				
Plyometric boxes	TKO-262PLBS		3	
https://www.tkostrength.com/products/soft-plyo-box				
Plate Loaded	HOIST-RPL-5356		1	
https://www.hoistfitness.com/products/rpl-5356-hack-squat-dead-				
Plate Loaded Leg	HOIST-RPL-5403-B		1	
https://www.hoistfitness.com/products/rpl-5403-dual-action-leg-press				
Wall Mounted	Mirrors		1	
https://abcglassandmirror.com/products/mirrors/gym-mirrors/				
Barbell Rack w/	TKO-C809US-G10 TKO-C810US-G10		1	
https://www.gtechfitness.com/tag-fitness-fixed-barbell-rack/?sku=RCK-BBR-				
Stretching+Boxin	TKO-9900 Rig		1	
https://kineticsolution.com/shop/commercial-strength-equipment/group-				
8-Stack Jungle	TKO- 7033 Jungle		1	
https://tracfitness.com/products/tko-signature-series-8-stack-jungle-gym				
Grand Total			\$	



Used Fitness Sales

Quality Used Commercial Fitness Equipment

Sales, Service, Installations, Maintenance, and repair

[Proposal]

Original Copy

O: (860) 200- 8542 | **W:** www.usedfitnesssales.com



Index

Page	3	About Us
Page	4	Proposer Information
Page	5-23	Recent Installations
Page	24-27	Google reviews
Page	28	Statement of Qualifications and Work Plan
Page	29	Information Regarding: Failure to Complete Work, Default and Litigation
Page	30	Personnel
Page	31	Proposal Preparer & Bid Information
Page	32	Attachment C
Page	33-45	Itemized equipment list

O: (860) 200- 8542 | **W:** www.usedfitnesssales.com



Who is Used Fitness Sales?- Used Fitness Sales is a domestic and international outfitter of recycled fitness equipment located in Thomaston, CT. With over 15 years of experience, a warehouse with over 40,000 square feet of inventory and countless satisfied customers around the world, we are recognized as one of the industry's leading worldwide companies in sales and service. Our knowledge, experience, reliability, honest reputation, quality craftsmanship, tremendous attention to detail and personalized service sets us apart from our competition. We outfit domestic and international residences, health clubs, hotels and fitness suppliers with some of the most recognized brands in the fitness industry. We are committed and dedicated to each individual as we continue to strive to meet your needs and exceed your expectations.

Expert Advice- The most important aspect of your fitness equipment selection is you – your needs and goals. Getting expert advice about what is best for you is critical, especially if you have little to moderate experience with exercise and the various equipment options that are currently available. Giving expert advice is what sets usedfitnesssales.com apart. We will take the necessary time to get to know about you, your exercise history, your personal health and most important, your health and fitness goals. Based on this feedback, we will work with you to develop the most appropriate fitness equipment package to help you achieve your goals. We offer various product conditions and options to fit your budget as well as your specific needs.

Product Customization- Tell us what you want and we will build it for you. Would you like your treadmills painted hot pink? No problem. Need your upholstery to match what you currently have in your healthclub? Done. Looking for a weekend project to save extra money? We can help. While our equipment is not brand new, each piece we sell is carefully inspected, tested, repaired, cleaned and sanitized before leaving our warehouse. We offer 3 main quality categories. "As is/working order", "Refurbished", and "Remanufactured". We respect and understand that each customer opinion and expectation of what used equipment is varies and we strongly recommend contacting us to help you decide which "quality category" will best fit your needs and meet your expectations with No Surprises. If you have any questions about us or your purchase please contact us and let our professional staff assist you. Please visit our customer testimonials section of our website to view some of our customer feedback. Thank you for the opportunity and taking the time to consider UsedFitnessSales.com for your fitness equipment needs!

Customer Service- We care about you! PERIOD! At usedfitnesssales.com, customer satisfaction is our number 1 priority. Without you, we cannot succeed. Your referral and complete satisfaction is much more important to us than a one time investment with our company or in our product. Building and maintaining a positive relationship with each and every client is just as important as providing products. If you are a customer of usedfitnesssales.com, you receive lifetime technical support to assist you with any and all of your fitness needs or questions. This is a testament that each usedfitnesssales.com customer is an integral part of our own success.



Proposer Information

- A) Firm Name is Kingsley Enterprises LLC, DBA Used Fitness Sales
- B) Main Office Address is 235 East Main Street, Thomaston, CT 06787
- C) Kingsley Enterprises LLC organized in December of 1995.
- D) Kingsley Enterprises LLC was/is incorporated in CT
- E) Kingsley Enterprises LLC, DBA Used Fitness Sales has been engaged in services under our present name since 1996.

George Kingsley, Managing Member of Kingsley Enterprises LLC. Mr. Kingsley has been in the fitness industry since 1995 as an owner, operator and consultant of/for fitness clubs, fitness club services, fitness equipment sales and service.

Terry Cappelli, member of Kingsley Enterprises LLC. Terry has been in the fitness industry since 1995 as an owner, operator and consultant of/for fitness clubs, fitness club services, fitness equipment sales and service.

Kingsley Enterprises LLC, DBA Used Fitness Sales has more than 26 years of knowledge, experience, craftsmanship, and service in the fitness equipment industry. Used Fitness Sales has been outfitting residences, health clubs, hotels, municipalities, and fitness suppliers with popular, commercial fitness equipment both domestically and internationally for nearly three decades. We are conveniently located off exit 39 off of route 8 in Thomaston CT.



Used Fitness Sales

Recent Installations

Newport Academy Fairfield, CT

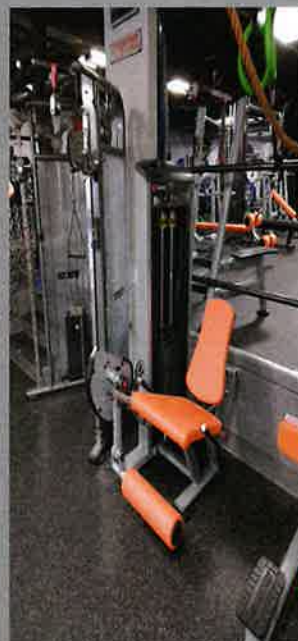




Used Fitness Sales

Recent Installations

NY Strong Mamaroneck, NY





Used Fitness Sales

Recent Installations

NY Strong Mamaroneck, NY

(cont)





Used Fitness Sales

Recent Installations

Upscale Realty- Middletown, CT





Used Fitness Sales

Recent Installations

Upscale Realty- Middletown, CT (cont)

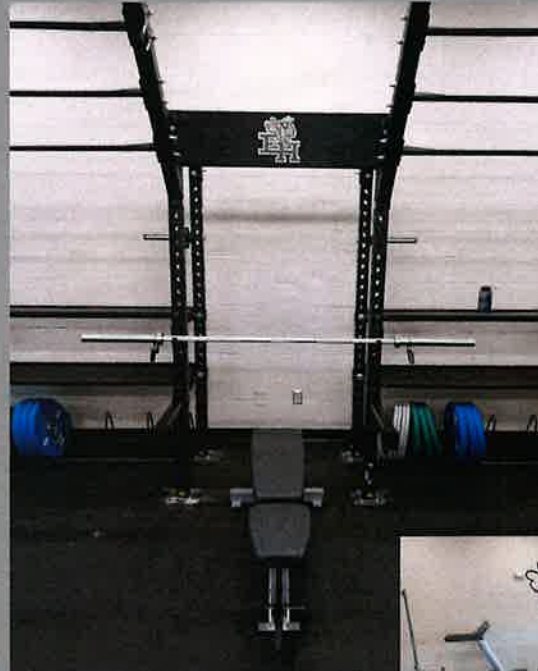




Used Fitness Sales

Recent Installations

East Hartford High School East Hartford, CT





Used Fitness Sales

Recent Installations

East Hartford High School East Hartford, CT (cont)





Used Fitness Sales

Recent Installations

One Atlantic Stamford, CT





Used Fitness Sales

Recent Installations

One Atlantic Stamford, CT (cont)





Used Fitness Sales

Recent Installations

Upscale Realty, Bloomfield, CT





Used Fitness Sales

Recent Installations

Upscale Realty, Bloomfield, CT (cont)





Used Fitness Sales

Recent Installations

Clocktower Norwalk, CT





Used Fitness Sales

Recent Installations

Clocktower Norwalk, CT (cont)





Used Fitness Sales

Recent Installations

Kompose Hotel, Sarasota, FL





Used Fitness Sales

Recent Installations

Middlebury, CT





Used Fitness Sales

Recent Installations

PT Training Morris, CT





Used Fitness Sales

Recent Installations

PT Training Morris, CT (cont)





Used Fitness Sales

Recent Installations

Middlebury Police Dept Middlebury, CT





Used Fitness Sales

Recent Installations

Atilis Gym Egg Harbor, NJ





Google Customer Reviews

Doug L. (5 star)

After much research and comparing availability, cost and quality, "Used Fitness Sales" was high above the pack. Make no mistake, "Used Fitness Sales" is the one-stop source for quality commercial cardio equipment. Their team of professionals stand behind their refurbished equipment, guaranteeing your complete satisfaction.

Joe D. (5 Star)

I've been in the fitness industry for over 25 years. During this time I've dealt with a LOT of different companies/people.. I can honestly say that dealing with this company (Used Fitness Sales) was one of the easiest/most professional experiences I've ever had. They were extremely responsive, answered every one of my questions, and the delivery was prompt and EASY (which is VERY RARE when dealing with fitness equipment!!!) I will be purchasing from them again & would highly recommend them to anyone reading this right now! -Joe DeFranco, Owner, DeFranco's Gym (Host, Industrial Strength Show)

Kelly L. (5 Star)

I purchased a Keiser spin bike, great customer service, friendly staff, affordable price and the bike was completely gone through while I waited. The fact that they stand by there stuff was a huge plus for me, I left there worry free.



Google Customer Reviews

Aresen's Training (5 star)

Mike and his crew are top notch. I hired his company to move an entire gym and he promised he could do it in one day. He kept his promise. My gyms move schedule was a little hectic, mike was EXTREMELY flexible with schedule and equipment pick up and drop off locations. He brought his crew in on day move and they got to work.. they not only moved the equipment but also organized everything for us in the new facility and managed to dismantle the old gym to bare bones all in ONE DAY. This company means business and I will recommend them to anyone I know! 👍👍

Ben G. (5 Star)

I have been purchasing used and refurbished equipment from Mike for many years. After this many years he is a well trusted friend. In the beginning I obviously didn't know him as well. Literally every single purchase ever has exceeded my expectations by a mile. Today's purchase may be the crown of them all! A beautiful refurbished stair mill! It's just awesome! UFS is reliable, trustworthy and prompt! I wish I could give constructive criticism but there just isn't any to give! They are the best. They have even shipped equipment to friends from all over! Thank you Mike! You are a valued friend and an amazing asset!

MiR (5 Star)

This is such a good company! Selling my year old stairmaster was a seamless, pleasant and easy transaction with great salespeople and great pick up delivery guys. Christina, the salesperson, was so helpful and courteous every step Of the way.



Google Customer Reviews

JC (5 star)

I spent several months researching a replacement for my inconsistently-reliable Bowflex treadmill, for which I could no longer get parts. I have not experienced a single issue with my Life Fitness Lifecycle in over 20 years of use and it still has full parts availability, so I decided to limit my focus to Life Fitness and Precor, the commercial gym equipment leaders for my next purchase. After deciding on a remanufactured Precor AMT and recognizing my need for more than the standard delivery and installation requirements I had because of tight basement bulkhead access, my options became more limited. I also ran into several dead-ends in my inquiries with some Precor equipment companies, because of my installation needs, but then I discovered Used Fitness Sales and all my problems were effortlessly solved. From my first contact with Lauren at Used Fitness Sales, I experienced professionalism above and beyond anything I had known in any prior purchase, including those of luxury brand vehicles and even real estate. She was exceptionally responsive to my questions, completely knowledgeable, never pressured me to purchase and was always a joy with whom to interact. Unlike many sales representatives who disappear after the sale, Lauren remained engaged during the entire process, including after the delivery, to ensure I was completely satisfied with my purchase. My Precor AMT 885/P80 is absolutely beautiful and it looks as well as operates as brand-new. Used Fitness Sales is an exceptional company with the highest of standards and Lauren is without qualification the finest as well as most conscientious sales representative I have ever known and I am a "senior," so I have interacted with quite a few over time. I could not recommend Used Fitness Sales and Lauren more highly, they are simply the best!

Scott D. (5 Star)

Couldn't ask for better service. I bought a used bike over a year ago and they're still taking care of me. Mike is very prompt answering emails and understands your needs. If you're looking for fitness equipment, this is the place to call.



Google Customer Reviews

Kevin D (5 star)

Really excited to be working with these guys, have them as a sponsor and be able to represent them. I've been involved in the fitness industry for 15 years now and I can say Used Fitness Sales.com not only is a local CT business and the best in the industry for gym equipment but they also will help you outside of CT. We've recently upgraded Iron Will Fitness with new equipment and added equipment to our home. This company by far is the easiest equipment company to work with after failed attempts due extremely bad customer service, insane inflated pricing and unwillingness to work inside a budget with other places.....Mike is different. He's a family guy for one which is important. Not only will he stay inside your budget he will do all he can to make sure you leave as a satisfied customer that wants to come back. If there's a piece of equipment he doesn't have in stock he will try and find it for you. The first meeting we had with him we new his company was a good fit and was a company Carmen and I wanted to stand behind. Anyone and I mean anyone looking for gym equipment for their home or business go see Mike. Whether it's a few dumbbells, a treadmill or an entire gym outfit these guys will you welcome you and treat you the same. Just go see Mike and tell him Carmen or I sent you and you'll see why no one else compares.

Thanks usedfitnesssales.com for the support

Stewart (5 Star)

WOW, what a nice bunch of people!!! Really wonderful, I couldn't get a dumbbell handle for my Bowflex and Bowflex referred me to them. I spoke to Christina, who was sooooo nice and they went out of their way to help me find one. I bought the part I needed off EBay under Christina's guidance. I brought it to them, they fixed it while I sat in their office having an enjoyable conversation. I didn't want to leave they seemed like friends I've known for years. They didn't charge me either, WOW !!! Get your gym equipment from these people you won't be disappointed and there inventory is immense and clean.



Statement of Qualifications and Work Plan;

Current Job Title-Fitness Equipment Seller and Installer;

- A) 27 years of experience; Qualified Installer and Service provider for many, popular fitness equipment brands such as, but not limited to; Life Fitness, Hoist, True, Precor, TKO, Matrix Cybex.
- B) We work closely with customers-decision makers in order to pre-engineer a floor plan and a schedule of equipment that will satisfy the needs and demands of the end users to ensure optimal satisfaction and use.
- C) The decision makers that will represent the city of Waterbury, CT will be required to provide accurate feedback in regard to the size of the space, budget and the desired fitness equipment, which will allow our organization to make the best recommendation from our team at Used Fitness Sales.



Information Regarding: Failure to Complete Work, Default and Litigation.

- A) N/A
- B) N/A
- C) N/A
- D) N/A
- E) N/A
- F) N/A
- G) N/A



Used Fitness Sales

Personnel

George Kingsley- Owner | C: (203)509-4944 | E: gking16@yahoo.com

Terry Cappelli- Owner | C: (860)417-8335 | E: terrycapp12@gmail.com

Mike Ruggia- Manager | C: (203)910-2358 | E: mike@usedfitnesssales.com

Christina Lynch- Office Manager/ Sales | C: (860)921-3785 | E: christina@usedfitnesssales.com

Antonio Morales- Technician/Service Manager | C: (787)422-0867 | E: anthony@usedfitnesssales.com

Rob Markovics- Lead Delivery/ Service Tech | C: (203)551-1141 | E: rob@usedfitnesssales.com

Henrique Crivella- Technician

Roberto Hernandez- Technician

Raphael Quinones- Technician/Installer

Eduardo Guimaraes- Technician/Installer



City of Waterbury- upgrade all high school fitness facilities

Prepared for:

City of Waterbury High
Schools

Kevin McCaffery

Director of Purchasing

City of Waterbury

235 Grand Street

Room 103

Waterbury, CT 06702

Prepared by:

Used Fitness Sales

Christina Lynch & Mike
Ruggia

(860)200-8542

christina@usedfitnesssales.com

mike@usedfitnesssales.com

Details:

RFP#: 7226

Version: 1

Delivered: 5/3/22

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 RFP - 7226 5/1/2022 4 _____
2 _____ 5 _____
3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-1416151
Social Security Number
or Federal Identification Number


Signature of Individual or Corporate Name

Member George Kingsley
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____

By: _____
(Title)

Business Address: _____
(City, State, Zip Code)

Phone: _____

Email: _____

Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.

5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Kingsley Enterprises LLC
235 East Main St.
Thompson, CT 06087

Print Name and Title of Authorized Representative:

George Kingsley

Signature of Authorized Representative:



Date: 4/28/2022

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of CT

SS.: 042-76-1618

County of Litchfield

George Kingsley, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or owner of Kingsley Enterprises LLC. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

N/A The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

N/A Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

N/A Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐


1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Kingsley Enterprises LLC
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

4/28/2022
Date

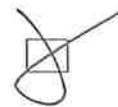
George Kingsley
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered



CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	None			
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None				
2					
3					
4					


(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:


 Witness
 Christina Lurch

Kingsley Enterprises LLC.
 Name of Partnership/Business



HOIST® PRODUCT WARRANTY

Please check the product Owner's Manual for complete warranty information.

HOIST Fitness Systems warrants this product to the original purchaser to be free from defects in workmanship and/or materials under normal use or service. If at any time a component part is defective, HOIST Fitness Systems shall repair or replace it (at HOIST Fitness Systems discretion) in accordance to the terms listed below. This warranty does not cover costs of removal, transportation or reinstallation. This warranty shall not apply if the defect was caused by misuse, neglect or normal wear and tear of the product purchased.



WARRANTY CLAIMS

All claims require: Model number(s), Serial number(s), Date of installation and any information supporting the existence of the alleged defect.

COMPLETE WARRANTY REGISTRATION ONLINE: Visit www.hoistfitness.com and click on the Support/Warranty Registration link.

Starting from the original date of purchase, normal wear and tear shall be considered as the following:

COMMERCIAL WARRANTY

RS, RPL, CF, CMJ, CL, HD, HS, HMG, KL, MotionCage and MotionCage Studio

Our Commercial Warranty applies to facilities that charge monthly membership dues and/or where the equipment would be used by more than 50 people per day.

Body/Frame: 10 Years

Structural Moving Parts: 5 Years

Bearings, Bushings, Pulleys: 3 Years

**Finish/Paint, Cables,
Upholstery and Accessories:** 1 Year
Applies to defects from manufacturer only.

LIGHT COMMERCIAL WARRANTY

Mi1, Mi5, Mi6, Mi7, MiSmith, Mi7Smith, Mi1, H & select HF, V-Series units

Our Light Commercial Warranty applies to facilities that DO NOT charge monthly membership dues and where the equipment would be used by **no more than 50 people per day**. Examples of Light Commercial facilities include hotels, apartment complexes, personal training studios, fire stations, police stations, etc., that meet the criteria stated above.

Body/Frame: 10 Years

Structural Moving Parts: 5 Years

Bearings, Bushings, Pulleys: 3 Years

**Finish/Paint, Cables,
Upholstery and Accessories:** 1 Year
Applies to defects from manufacturer only.

RESIDENTIAL WARRANTY

Mi1, Mi5, Mi6, Mi7, MiSmith, Mi7Smith, Mi1, H & select HF, V-Series units

Our Residential warranty applies to equipment used in a home setting and where the equipment will be used by home occupants only.

Body/Frame: Lifetime

Warranty for the lifetime of the product and applies to defects from manufacturer only.

Structural Moving Parts: 10 Years
Applies to defects from manufacturer only.

**Finish/Paint, Cables,
Upholstery and Accessories:** 10 Years
Applies to defects from manufacturer only.

PLEASE NOTE: HOIST Fitness Systems Inc. neither makes, assumes nor authorizes any representative or other person to make or assume, any other warranty whatsoever, whether expressed or implied, in connection with the sale, service, or shipment of our products. We reserve the right to make changes and improvements in our products without incurring any obligation to similarly alter products previously purchased. In order to maintain your product warranty and to ensure the safe and efficient operation of your machine, only authorized replacement parts can be used. This warranty is void if parts other than those provided by HOIST Fitness are used.

WHAT IS NOT COVERED BY THIS WARRANTY: HOIST's sole obligation under this warranty is limited to the repair or replacement of parts, subject to the additions below. This warranty does not cover costs of removal, transportation, delivery or reinstallation. You are responsible for freight charges on warranty parts. HOIST will accept parts covered under this warranty freight collect, provided that shipment has received prior approval.

WARRANTY IS NOT TRANSFERABLE: This warranty is not assignable and applies only in favor of the original purchaser/user to whom delivered. Any such assignment or transfer shall void the warranties herein made and shall void all warranties, expressed, implied or statutory. These warranties are exclusive and in lieu of all other warranties, including implied warranty and merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description on the face hereof. If warranty replacement parts are shipped to you, you may be required to return the inoperable part.

NO CONSEQUENTIAL DAMAGES: HOIST is not responsible for economic loss; profit loss; or special, indirect, or consequential damages.

PRODUCT SUPPORT: For product questions, please contact Product Support at 800.548.5438 or email webprodsupport@hoistfitness.com

CF-3355 ANGLED LINEAR LEG PRESS



Product Width: 61.25" (156 cm)

- Product Height: 78.25" (199 cm)
- Product Length: 97.25" (247cm)
- Machine Weight: 590 lbs. (268 kg)

HOIST® offers one of the best warranty policies in the industry, reaffirming our commitment to quality and customer satisfaction.

- Back pad adjusts to five different positions
- Assist bar positioned on footplate for easy entry/exit
- Dual turn lock-outs for user safety
- Fully enclosed linear bearing allows for a smooth and quiet motion
- Polyurethane covered weight racks to protect frame and reduce noise
- Can accommodate up to 26 weight plates on integrated exercise weight horns
- Integrated weight storage
- Maximum weight storage capacity: 720 lbs (327 kg)
- Maximum exercise weight capacity: 1,000 lbs (454 kg)



POWER CAGE

CF-3364-A



FEATURES

- 20 available adjustment points at 2.5" increments with adjustable bar rack-outs for varying user heights
- Adjustable safety tiers with front Olympic Bar rack-out
- Integrated pull-up station with rock climbing holds
- Polyurethane covered weight racks to protect frame and reduce noise
- Integrated weight storage

SPECS

- Product Dimensions L x W x H: 71.00" (180 cm) x 86.25" (219 cm) x 91.00" (231 cm)
- Product Weight: 434 lbs (197 kg)
- Maximum weight storage capacity: 940 lbs (426 kg)
- Maximum exercise weight capacity: 540 lbs (245 kg)

(Weight plates and Olympic Bar NOT included)



BACK HYPER

CF-3663



FEATURES

- Four adjustable ratcheting angle positions ranging from 35° to 50° in 5° increments
- 10 adjustable ratcheting thigh pad positions to accommodate varying user heights
- Polyurethane covered weight racks
- Contoured foot rests and leg roller pads provide lower body stabilization
- Integrated weight plate holders on base of frame

SPECS

- Product Dimensions L x W x H:
49.45" (126 cm) x 30.75" (78 cm) x 34.23" (87 cm)
- Product Weight: 120 lbs (54 kg)
- Maximum exercise weight capacity: 600 lbs (272 kg)
- Maximum weight storage capacity: 90 lbs (41 kg)



UTILITY BENCH

CF-3960



FEATURES

- Tripod frame design provides greater stability
- Integrated foot rests allow for proper exercise alignment

SPECS

- Product Dimensions L x W x H:
49.00" (124 cm) x 30.00" (76 cm) x 36.64" (93 cm)
- Product Weight: 54 lbs (24 kg)
- Maximum exercise weight capacity: 800 lbs (363 kg)



6-STATION

SINGLE POD & STAND ALONE HI-LO

CMJ-6600-S



FEATURES

- CMJ-CAGE Base Cage
- CMJ-6101 Triceps Extension*
- CMJ-6175 Hi-Lo Pulley**
- CMJ-6201 Lat Pulldown*** †
- CMJ-6203 Low Row*** †
- CMS-6175 Stand Alone Hi-Lo**
- CMJ-OPT-01 Cross Over Pull Up Station
- Standard CMJ Accessories

SPECS

- Product Dimensions L x W x H:
194.50" (495 cm) x 142.50" (362 cm) x 93.00" (236 cm)
- Product Weight: 2,017 lbs (915 kg)



WIDE, NARROW AND ROCK CLIMBING GRIPS

† DUAL PULLEY OPTION AVAILABLE

* 170 LB. WEIGHT STACK

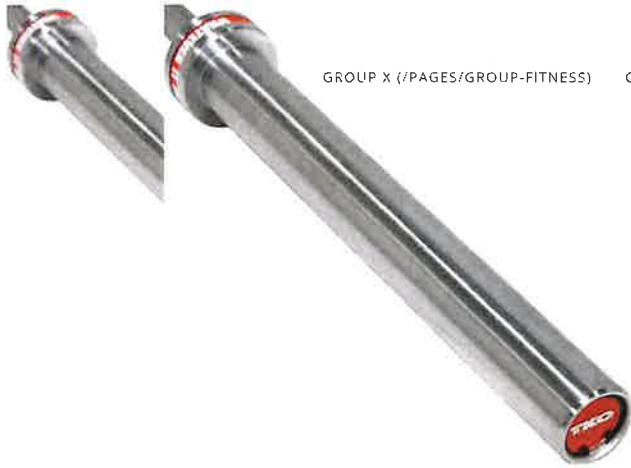
** 195 LB. WEIGHT STACK

*** 295 LB. WEIGHT STACK

(/)

[BACK \(/COLLECTIONS/TKO-WEIGHT-BARS-COLLARS\)](#)

[Sign up for emails for the latest news & discounts!](#)
[COMBAT \(/PAGES/COMBAT\)](#) [PERFORMANCE \(/PAGES/PERFORMANCE\)](#)



[GROUP X \(/PAGES/GROUP-FITNESS\)](#)

[CARDIO \(/PAGES/CARDIO\)](#)

[TKO GEAR \(/COLLECTIONS/APPAREL\)](#)

MIDDLE WEIGHT POWER BAR

\$390.00

- 28.5mm (1.125 inches) hardened and tempered shaft
- 87 inches long, fits comfortably on standard racks and benches
- 20 kilogram weight (44lbs)
- 208,000 psi tensile strength
- Every single bar is tested for strength and integrity
- Every single bar is measured for straightness

[LEARN MORE ~](#)

SKU: 813OB-86MB

QUANTITY

1

ADD TO CART

(//cdn.shopify.com,
b0a7-4cf0-b419-36
v=1600799717)

(//cdn.shopify.com/s/files/1/1128/9596/products/1_4d4432b6-b0a7-4cf0-
b419-36c77d5e3573_1024x1024.jpg?v=1600799717)

DOM



(//cdn.shopify.com/s/files/1/1128/9596/products/4_db0e352e-
5c3a-46ed-8e8e-8879bf17f011_1024x1024.jpg?
v=1600799717)



FUNCTIONAL TRAINER

HD-3000



*Kettlebells and other accessories not included

SPECS

- ◆ **PRODUCT DIMENSIONS (L x W x H)**
71.6" x 51.1" x 91.7" (130 cm x 181 cm x 233 cm)
- ◆ **PRODUCT WEIGHT**
918 lbs (416 kg)
- ◆ **WEIGHT STACK**
2x 200 lbs (91 kg)

FEATURES

- ◆ Space efficient functional trainer featuring convenient corner design and accessory racks
- ◆ Dual 200 lb Silent Steel® weight stacks provide a 2:1 ratio (50% resistance)
- ◆ 27 pulley positions placed at 2.5" increments
- ◆ Five pull-up/chin-up grip options including patented FLIP-N-GRIP® handles and rock climbing grips
- ◆ Integrated step-up assist for easy access to pull-up grips
- ◆ Suspension trainer attachment for TRX® and suspension trainer exercises
- ◆ Steel weight shields surround sides and back of weight stacks
- ◆ Comes standard with two (2) Strap Handles, Padded Ankle/Thigh Strap, Aluminum Curl Bar, Dual-Attachment Aluminum Long Bar, Dual-Attachment Long Strap

*TRX Strap not included. TRX is a registered trademark of Fitness Anywhere LLC (TRX)



HOIST® LeMOND® SERIES REVMaster PRO



The RevMaster Pro exercise bike, designed in partner with three-time Tour de France champion Greg LeMond, offers a set of sophisticated upgrades built to maximize comfort and withstand the rigors of the club environment. For HOIST®, one of our paramount goals is developing bikes that provide the appropriate fit for a broad range of riders.

FEATURES

- **Kevlar Belt:** A Kevlar belt instead of a chain. The result is a smooth and QUIET ride. Our belt never needs to be replaced or oiled.
- **Secure Seat Lock:** Bottom seat post lock keeps users from sliding seat post completely off the bike for added safety and security.
- **Quality Design:** The RevMaster frame is made using a 17 step manufacturing process for quality and durability. (The steel main frame undergoes a rust inhibitor process).
- **Frame:** Patented next generation X-Frame is more stable and allows for fast, easy access to all seat, handlebar & height adjustments. This creates a comfortable, high performance custom fit for all users!
- **Cam Handles:** Comfortable and easy to use; offer quicker adjustments without the hassle of pop-pins and threaded handles.
- **More Adjustment Ranges:** Micro adjustments allow for a better fit with more comfort.
- **Improved Corrosion Resistance:** Aluminum components.
- **Fender With Integrated Brake Assembly:** Provides improved braking and doubles as a moisture guard.
- **Brake and Resistance:** Designed for ease of use, the resistance knob easily adjusts. Just turn the knob to adjust (increase or decrease) the intensity of your workout. By simply pressing down on the same knob, the braking system activates quickly and safely. Micro turn adjustment allows for smooth, safe transitions to higher intensity levels.
- **Custom Cranks:** Strong BMX custom cranks & bottom bracket designed to withstand greater force loads than conventional bikes.
- **Easy to Switch Seat Options:** Post will accommodate personal preferences.
- **Pedals:** Equipped with dual-sided pedals featuring both SPD clips and toe clip cages.





Unlike any other group cycling bike, the RevMaster Pro allows four-way adjustability of the height and fore-aft, with micro-adjustments possible on the seat and handlebars. This feature combined with a narrow crank width, ensures a customized fit that closely replicates a road bike— for even the most discriminating riders. The next-generation X-frame features greater corrosion resistance and a guaranteed long life. Plus, a two-piece bottom bracket cartridge and individual flywheel assembly pieces promise ease of service.



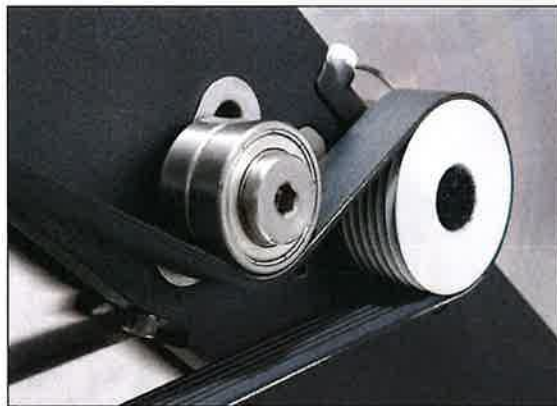
SEAT WITH MICRO-ADJUST FIT

Micro-adjust fit increase adjustable range for exact fit, accommodating customized user preferences.



IMPROVED CORROSION RESISTANCE

Finished and tested to high standards under extreme conditions.



KEVLAR BELT

Automotive-grade belt results in a smooth, quiet ride. Delivers long life and maintenance-free operation.



CUSTOM CRANKS

Forged crank and two-piece bottom bracket are designed to handle the demands of high-use settings.

The RevMaster Pilot II is an optional accessory that, when paired with the RevMaster Pro, is the most effective way to measure cycling performance, displaying cadence, time and distance cycled. The Pilot can also display heart rate and estimated calories burned when used with a chest strap heart rate transmitter (not included). The Pilot is sold separately and is only available for use with the RevMaster Pro.





PRODUCT NAME		LENGTH	WIDTH	HEIGHT	PROD. WEIGHT	MAX USER WT	USER HEIGHT RANGE
L-15900	ELITE CYCLE BIKE	65.5" (166.37 cm)	23.78" (60.40 cm)	54.75" (139.07 cm)	116 lb (52.62 kg)	350 lb (159 kg)	58" (147 cm) - 78" (198 cm)
L-15300-A	REVMaster PRO	42" (106.68 cm)	23" (58.42 cm)	46" (116.84 cm)	143 lb (64.86 kg)	300 lb (136 kg)	58" (147 cm) - 78" (198 cm)
L-15700-A	REVMaster SPORT	45" (114.30 cm)	23" (58.42 cm)	45" (114.30 cm)	112 lb (50.80 kg)	300 lb (136 kg)	58" (147 cm) - 78" (198 cm)
L-80900	RT RECUMBENT TRAINER	60" (152.40 cm)	26" (66.04 cm)	50" (127.00 cm)	201 lb (91.17 kg)	350 lb (159 kg)	58" (147 cm) - 80" (203 cm)
L-81100	UT UPRIGHT TRAINER	50" (127 cm)	26" (66.04 cm)	67" (170.18 cm)	135 lb (61.23 kg)	350 lb (159 kg)	58" (147 cm) - 80" (203 cm)
L-90900	RC RECUMBENT COMMERCIAL	58.3" (148.10 cm)	28.6" (72.64 cm)	48" (121.92 cm)	209 lb (94.80 kg)	350 lb (159 kg)	58" (147 cm) - 80" (203 cm)
L-91100	UC UPRIGHT COMMERCIAL	49" (124.46 cm)	26" (66.04 cm)	64" (162.56 cm)	209 lb (94.80 kg)	350 lb (159 kg)	58" (147 cm) - 80" (203 cm)



CHEST PRESS

RPL-5301



IMPACT ABSORBING BUMPERS



HIGH TENSION CABLES

FEATURES

- Contoured press arm handles provide multiple grip positions
- Designed to reduce the stresses placed upon the anterior shoulder capsule associated with horizontal extension and internal rotation of the arm
- Starts with the exercise handles positioned at chest level, then rocks rearward to align the handles with the chin mimicking the natural angular or arched movement of a bench press
- Foot assist bar facilitates optimal positioning of press arm handles to control the degree of exercise pre-stretch

SPECS

- Product Dimensions L x W x H:
82.25" (209 cm) x 52.75" (134 cm) x 72.00" (183 cm)
- Product Weight: 441 lbs (200 kg)
- Max Storage: 720 lbs (327 kg)
- Max Capacity: 800 lbs (363 kg)

(Weight plates NOT included)

SEATED MID ROW

RPL-5203



ROTATING HANDLES



ADJUSTABLE PADDED CHEST BRACE

FEATURES

- Self-aligning exercise arm allows the user to pull the handles down into a low row position to recruit more mid and lower back muscles
- Swiveling handles provide pronated, neutral and supinated grip positions
- Adjustable ratcheting chest pad accommodates varying arm lengths and self-aligns to offer support throughout exercise motion
- Synchronized diverging exercise motion keeps the shoulders and scapula stable throughout the exercise

SPECS

- Product Dimensions L x W x H: 70.50" (179 cm) x 52.75" (134 cm) x 47.00" (119 cm)
- Product Weight: 372 lbs (169 kg)
- Max Storage: 720 lbs (327 kg)
- Max Capacity: 800 lbs (363 kg)

(Weight plates NOT included)



DUAL ACTION LEG PRESS

RPL-5403



FEATURES

- ROC-IT Technology creates a Dual Action movement that moves the user support and foot plate simultaneously while maintaining alignment throughout the body
- Support adjustments to accommodate varying body sizes
- Easy to access lockout mechanism, automatically disengages at the start of the exercise
- Oversized foot plate provides multiple foot placements for both leg press and calf exercises

SPECS

- Product Dimensions L x W x H:
97.00" (247 cm) x 50.25" (128 cm) x 61.50" (157 cm)
- Product Weight: 539 lbs (245 kg)
- Max Capacity: 1,300 lbs (590 kg)

(Weight plates NOT included)

SHOULDER PRESS

RPL-5501



FEATURES

- Contoured press arm handles provide multiple grip positions
- Starts with the exercise handles positioned in front of the body, then rocks the user rearward positioning the handles overhead to mimic the natural movement of a dumbbell shoulder press
- Rocking movement aligns the user's arm with the midline of their torso to decrease external rotation of the arm and shoulder and reduce lower back arching
- Synchronized converging exercise motion replicates dumbbell presses

SPECS

- Product Dimensions L x W x H:
81.75" (208 cm) x 52.75" (134 cm) x 55.25" (141 cm)
- Product Weight: 396 lbs (180 kg)
- Max Storage: 360 lbs (163 kg)
- Max Capacity: 800 lbs (363 kg)

(Weight plates NOT included)

CF-3160 FLAT/INCLINE BENCH



- Six adjustable back pad positions from 0°, 15°, 30°, 45°, 60° and 80° for incline and flat bench exercises
- Five adjustable ratcheting seat positions accommodate varying user heights
- Thermoplastic polyurethane covers for back pad adjusters to reduce wear
- Integrated hand grip and wheels provide tilt 'n roll capability for easy storage
- Maximum exercise weight capacity: 1,000 lbs (454 kg)
- Product Width: 33.00" (84 cm)
- Product Height: 20.00" (51 cm)
- Product Length: 53.00" (135 cm)
- Machine Weight: 104 lbs. (47 kg)

HOIST® offers one of the best warranty policies in the industry, reaffirming our commitment to quality and customer satisfaction. HOIST warrants this product to the original purchaser only. HOIST guarantees this product to be free from defects in workmanship and/or materials under normal use or service.

8AB**CARDIO****TKO AIRRAID BIKE**

The TKO Cardio line provides high-quality with a stylish design to enhance the look of any facility. Built from the highest-end material and guaranteed to last in the highest used facilities like health clubs, college rec and high school levels.

PRODUCT SPECIFICATIONS

DIMENSIONS: 48.75" x 26" x 54.6"

WEIGHT: 141LBS

MAX USER WEIGHT: 350LBS

WARRANTY: FRAME = 5 YEARS
PARTS = 2 YEARS
EXCLUDES NORMAL WEAR & TEAR

FEATURES & BENEFITS

Programs: HRC, THR, Interval 10/20 & 20/10 as well as Interval Custom



Four way smart
seat adjustment

Console: Time, Speed,
Distance, Calories, Watt,
HR and RPM read out

Foot pegs for upper
body work only

Transport wheels for
ease of mobility

TKOSTRENGTH.COM | 1.866.856.3488

SALES@TKOSTRENGTH.COM



[CF] KNEELING LEG CURL
CF - 3411



Features:

- Kneeling configuration allows for easy pivot point location and focuses resistance in target muscles throughout the movement for a more effective exercise
- Pivoting padded knee rest allows user to move from left leg to right leg without other adjustments
- Stabilizing ergonomic grips made of thermoplastic polyurethane improve elasticity and provides protection from oil, grease, and abrasion complete with anti-slip aluminum end caps
- Contoured pads for a comfortable form-fitting feel
- 1.5" dia. x 3mm wall storage and exercise weight horns
- Sturdy commercial grade frame construction: 2.5mm wall thickness tubing (~12 gauge)

Product Specifications:

US/METRIC

Length: 46.65" (118.49 cm)

Width: 52.93" (134.44 cm)

Height: 52.68" (133.8 cm)

Weight: 244 lb (110.68 kg)

Exercise capacity: 125 lb (56.69 kg) per horn (250 lb total)

Storage capacity: 125 lb (56.69 kg) per horn (250 lb total)

Starting exercise weight = 11 lb (5 kg) per horn (22 lb total)

8AR**CARDIO****TKO AIRRAID ROWER**

The TKO Cardio line provides high-quality with a stylish design to enhance the look of any facility. Built from the highest-end material and guaranteed to last in the highest used facilities like health clubs, college rec and high school levels.

PRODUCT SPECIFICATIONS

DIMENSIONS: 93" x 24" x 42"

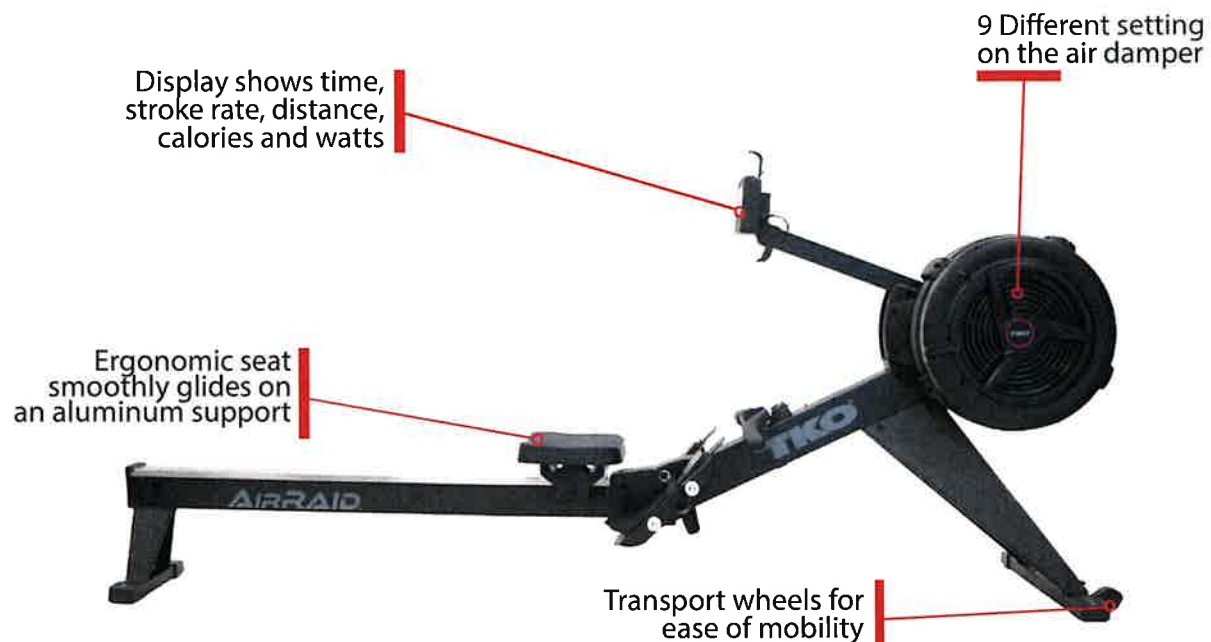
WEIGHT: 84LBS

MAX USER WEIGHT: 350LBS

WARRANTY: FRAME = 5 YEARS
PARTS = 2 YEARS
EXCLUDES NORMAL WEAR & TEAR

FEATURES & BENEFITS

| Track heart rate when connected to a heart rate monitor



TKOSTRENGTH.COM | 1.866.856.3488

SALES@TKOSTRENGTH.COM



City of Waterbury requested items

Jungle System	Signature Series MultiJungle MJ5		1	
https://www.lifefitness.com/en-us/catalog/strength-training/multi-use/life				
Smith Machine	Ion Series Smith Rack	CI-SM	1	
https://www.lifefitness.com/en-us/cybex/ion-series-smith-rack				
Chest Press	Signature Series Plate Loaded Chest Press		1	
https://www.lifefitness.com/en-us/cybex/plate-loaded-chest-press				
Shoulder press	Signature Series Plate Loaded Shoulder	SPLSP	1	
https://www.lifefitness.com/en-us/catalog/strength-training/plate-loaded/life				
Leg Press	Signature Series Plate Loaded Linear Leg	SPLLLP	1	
https://www.lifefitness.com/en-us/catalog/strength-training/plate-loaded/life				
Fan Bike	HD Air Bike	PT-AB-01	1	
https://www.lifefitness.com/en-us/hammer-strength/hammer-strength				
Upright Bike	Integrity Series lifecycle upright bike		1	
https://www.lifefitness.com/en-us/catalog/cardio/upright-bikes/integrity-series-				
Rower	Heat Row		2	
https://www.lifefitness.com/en-us/catalog/group-training/small-group				
	Adjustable Bench Signature Series Multi-Adjustable Bench	SMAB	6	
https://www.lifefitness.com/en-us/catalog/strength-training/plate-loaded/plate				
Leg Extension	Signature Series Plate Loaded Linear Leg	PL-LE	1	
https://www.lifefitness.com/en-us/catalog/strength-training/plate-loaded/plate				

Used Fitness Sales Proposal

Jungle System	Hoist CMJ 6600		\$8,280	1	\$8,280
https://www.hoistfitness.com/collections/cmj-multi-jungle-systems/products/cmj-6600-s-6-station-single-pod					
Smith Machine	Hoist CF-3753		\$3,600	1	\$3,600
https://www.hoistfitness.com/collections/cf-commercial-freeweight/products/cf-3753-7-degree-smith					
Chest Press	RPL-5301		\$2,125	1	\$2,125
https://www.hoistfitness.com/products/rpl-5301-chest-press?_pos=1&_sid=048d2d3a9&_ss=r&variant=17077897166961					
Shoulder Press	RPL-5501		\$2,125	1	\$2,125
https://www.hoistfitness.com/products/rpl-5501-shoulder-press?_pos=1&_sid=7ae667e2d&_ss=r					
Leg Press	CF-3355		\$3,999	1	\$3,999
https://www.hoistfitness.com/products/cf-3355-angled-linear-leg-press?_pos=1&_sid=af95e5def&_ss=r					
Fan Bike	TKO 8-AB		\$1,199	1	\$1,199
https://www.tkostrength.com/collections/tko-air-bikes/products/tko-air-bike					
Upright Bike	Integrity Series lifecycle upright bike (Remanufactured)		\$1,199	1	\$1,199
https://www.usedfitnesssales.com/product/life-fitness-clsc-integrity-upright-bike/					
Rower	TKO 8-AR		\$1,199	2	\$2,398
https://www.tkostrength.com/collections/rowers/products/tko-airraid-rower					
	Adjustable Bench Signature Series Multi-Adjustable Bench	CF3160	\$699	6	\$4,194
https://www.hoistfitness.com/products/cf-3160-super-flat-incline-bench?_pos=1&_sid=78e904ea8&_ss=r&variant=17198627848305					
Leg Extension	TKO- 912LE		\$1,890	1	\$1,890
https://www.tkostrength.com/collections/plate-loaded/products/leg-extension					

Leg Curl	Signature Series Plate Loaded Leg Curl		1	
https://www.lifefitness.com/en-us/catalog/strength-training/plate-loaded/plate				
Wall Squat Rack	RML-90SLIM Rack w. bracket mount		3	
https://www.roguefitness.com/rogue-rml-90slim-rack				
Barbells	20KGOHio Power Bar - Black Zinc		6	
Rubber Plates	Rogue HG 2.0 Bumper Plates	1,000 lb Set	1	
https://www.roguefitness.com/rogue-hg-2-0-bumper-plates				
Heavy Bag	100 lb super leather bag	251001	1	
https://www.everlast.com/100lb-super-leather-heavy-bag-black-1				
Bag Bracket	Heavy bag wall mount hanger	P00001850	1	
https://www.everlast.com/heavy-bag-wall-mount-hanger				
Speed bag	Leather speed bag		1	
https://www.everlast.com/leather-speed-bag?color=45&size=162				
Speed bracket	Speed bag platform		1	
https://www.everlast.com/speed-bag-platform?size=160				
Tire	Fip'Ttire Trainer 175 lbs.	70-346	1	
https://www.gophersport.com/fitness/medicine-balls/flip-trainer?item=10133				
Box	Triad Pro 3-in-1 Foam Plyo Boxes- Large GK82-659		1	
Triad Pro 3-in-1 Foam Plyo Boxes https://www.gophersport.com/fitness/plyometrics/triad-3-in-1-foam-plyo-box				
Box	Small	GK82-658	1	
https://www.gophersport.com/fitness/plyometrics/triad-3-in-1-foam-plyo-box				
Evolution 2.0	9 Ball Lt (2 each 4, 8, 10, 3 of 6 pound)	CJ64-259	2	
https://www.gophersport.com/fitness/medicine-balls?tag=oversized				

Leg Curl	Hoist CF3411		\$1,615	1	\$1,615
https://www.hoistfitness.com/collections/commercial-lower-body/products/cf-3411-kneeling-leg-press					
Wall Squat Rack	RML-90SLIM Rack w. bracket mount		\$380	3	\$1,140
https://www.roguefitness.com/rogue-rml-90slim-rack					
Barbells	TKO 813OB-86MB		\$299	6	\$1,794
Rubber Plates	TKO	1,000 lb Set	\$1,910	1	\$1,910
https://www.tkostrength.com/collections/tko-olympic-bumper-plates/products/tko-rubber-bumper-plates-802bp					
Heavy Bag	TKO 100lb	502v100	\$240	1	\$240
https://www.tkostrength.com/products/tko-100lb-pro-style-heavy-bag?_pos=1&_sid=119ff3bfe&_ss=r					
COMMERCIAL HEAVY BAG WALL MOUNT	Heavy bag wall mount hanger	SKU: 522CWM	\$176	1	\$176
https://www.tkostrength.com/products/tko-100lb-pro-style-heavy-bag?_pos=1&_sid=119ff3bfe&_ss=r					
TKO Pro Style Leather Speed Bag	Leather speed bag	SKU: 523LSB-10	\$27	1	\$27
https://www.tkostrength.com/products/tko-pro-style-leather-speed-bag?_pos=1&_sid=af05a2f2a&_ss=r					
Speed bracket	Speed bag platform		\$300	1	\$300
https://www.everlast.com/speed-bag-platform?size=160					
Tire	Tire Flip 180	180	\$1,999	1	\$1,999
https://theabscompany.com/product/tireflip-180/?gclid=Cj0KCQiwpcOTBhCZARIsAEAYLuWhEdzmxold5ZiGnyZhAJit9yoV7Gt_atKTLqrJq4Ml1-xUrmNVMMaAhTBEALw_wcB					
Plyometric boxes TKO-262PLBS			\$350	1	\$350
https://www.tkostrength.com/products/soft-plyo-box					
Plyometric boxes TKO-262PLBS			\$350	1	\$350
https://www.tkostrength.com/products/soft-plyo-box					
Evolution 2.0	9 Ball Lt (2 each 4, 8, 10, 3 of 6 pound)	509CMB-2	\$366	2	\$366
https://www.tkostrength.com/products/10-lb-rubberized-medicine-ball?_pos=1&_sid=5b5345024&_ss=r					

Detonate Force	Lt Pa. Sandbags (3 each 15, 20 2 each 10,	CJ70-356	1	
https://www.gophersport.com/fitness/sandbags/detonate-force				
Force Kettlebells	Stationary Set	CJ65-925	1	
https://www.gophersport.com/fitness/kettlebells/force-sand-kettlebell				
TRX Multimount	Trx 5 Student System	CJ70-743	1	
https://www.gophersport.com/fitness/bodyweight/trx-multimount-system				
TRX Training	Trx Straps 6 pack	CJ64-218	1	
https://www.gophersport.com/fitness/bodyweight/trx-pro-suspension-trainer				
Apex Plyometric	Plyometric Boxes	CJ73-843	2	
https://www.gophersport.com/fitness/plyometrics/apex-square-plyometric				
Brawn band Wall	Resistance bands	CJ70-484	1	
https://www.gophersport.com/fitness/resistance/ultrafit-beast				
Concept2 Bikeerg	Stationary Bike	CJ70-343	3	
https://www.gophersport.com/fitness/cardio/concept2-bikeerg-indoor-cycling				
MaxFit Pack with	Mats (24 mats with cart)	CJ69-182	1	
https://www.gophersport.com/supplies/mats/classplus-maxfit-mat-packs				
Abmats	Abmats 6 pack	CJ68-454	1	
https://www.gophersport.com/fitness/bodyweight/abmat?item=149010				
Dot Mat	SkillStix Agility Dot Mat	CJ67-973	3	
Ropesaddle 2.0	Ropesaddle Anchor	CJ65-631	1	
https://www.gophersport.com/fitness/sag/skillstix-agility-dot-mat				
Warrior	Warrior apprentice	CJ70-071	4	
https://www.gophersport.com/fitness/conditioning-ropes/warrior-apprentice				
3/8" Thick	Floor mats	CJ86-324	3	

Detonate Force	Lt Pa. Sandbags (3 each 15, 20 2 each 10,	K250PB-5	\$680	1	\$680
https://www.tkostrength.com/products/pro-performance-bag?_pos=1&_sid=79a9cb8bb&_ss=r					
Force Kettlebells	Stationary Set	857KBV-5	\$312	1	\$312
https://www.tkostrength.com/products/tko-vinyl-coated-kettlebells?_pos=3&_sid=84cfe3477&_ss=r					
TRX Multimount	Trx 5 Student System	CJ70-743	\$699	1	\$699
https://www.gophersport.com/fitness/bodyweight/trx-multimount-system					
TRX Training	Trx Straps 6 pack	CJ64-218	\$1,499	1	\$1,499
https://www.gophersport.com/fitness/bodyweight/trx-pro-suspension-trainer					
Plyometric boxes TKO-262PLBS			\$350	2	\$700
https://www.tkostrength.com/products/soft-plyo-box					
TKO Stretch Bands	Resistance bands set L, M, H, XH. 1 of each	3221, 3222, 3223, 3224	\$65	1	\$65
https://www.tkostrength.com/collections/tko-performance-accessories/products/tko-premium-resistance-cord					
TKO Body Bike	Stationary Bike	9bbsm	\$1,499	3	\$4,497
https://www.tkostrength.com/products/body-bike-smart					
MaxFit Pack with	Mats (24 mats with cart)	CJ69-182	\$3,419	1	\$3,419
https://www.gophersport.com/supplies/mats/classplus-maxfit-mat-packs					
Abmats	Abmats 6 pack	CJ68-454	\$199	1	\$199
https://www.gophersport.com/fitness/bodyweight/abmat?item=149010					
Dot Mat	SkillStix Agility Dot Mat	CJ67-973		3	
Ropesaddle 2.0	Ropesaddle Anchor	CJ65-631	\$80	1	\$80
https://www.gophersport.com/fitness/sag/skillstix-agility-dot-mat					
TKO	30 Ft	256BR-1.5-30 and 252BA	\$140	4	\$560
https://www.tkostrength.com/collections/tko-battle-ropes/products/copy-of-battle-rope					
4x6x3/4	Floor mats	CJ86-324	\$53	3	\$159

Gopher Rubber	Sport Ball	CJ02-015	1	
https://www.gophersport.com/pe/balls/rubber-sport-ball-packs?item=5404				
BOSU EZ reach	Half Plyo Balls	CJ65-905	1	
https://www.gophersport.com/fitness/balance/bosu-ez-reach-packs				
Tonal	Tonal Machine		3	
https://www.tonal.com/product/tonal/				
SportArt T615	Treadmill	CJ68-382	2	
https://www.gophersport.com/fitness/cardio/sportsart-t615-treadmill				
Ignition Pro	Interval timer	CJ74-429	2	
https://www.gophersport.com/fitness/cardio/ignition-pro-interval-timer				
Fight Camp	Fight Camp		2	
https://joinfightcamp.com/shop/products/fightcamp-personal/				
	SYNRGY 90 Versa Versa Cable Cross-Over System	SYN90-VC	1	
https://www.lifefitness.com/en-us/catalog/strength-training/synrgy/life				
HS Select Seated Seated Row		HS-RW	1	
https://www.lifefitness.com/en-us/catalog/strength				
LF Heat	Rower	TFT 2.0 Console	1	
https://www.lifefitness.com/en-us/catalog/group-training/group-x/heat				
HS Utility Bench-	Utility Bench	FW-UB75	1	
https://www.lifefitness.com/en-us/catalog/strength-training/benches				
HS Back	Back Extension	BW-BE	1	
https://www.lifefitness.com/en-us/catalog/strength-training/benches				
TRX suspension	Suspension Trainers	TRX Pro 4 System	8	
https://store.trxtraining.com/products/trx-pro/				
UltraFit EZ jump	EZ jump PLYo Boxes	GK82-671	1	
https://www.gophersport.com/fitness/plyometrics/ez-jump-pro-foam				
ExploSafe Foam	Foam Plyo Boxes	GK64-136	1	

Gopher Rubber	Sport Ball	CJ02-015	\$715	1	\$715
https://www.gophersport.com/pe/balls/rubber-sport-ball-packs?item=5404					
BOSU EZ reach	Half Plyo Balls	CJ65-905	\$2,229	1	\$2,229
https://www.gophersport.com/fitness/balance/bosu-ez-reach-packs					
Echelon	Reflect Touch		\$1,499	3	\$4,497
https://echelonfit.com/products/reflect-large					
True 650	Treadmill (remanufactured)	Emerge 1 Console	\$2,799	2	\$5,598
https://truefitness.com/commercial-fitness/650-treadmill/					
Ignition Pro	Interval timer	CJ74-429	\$369	2	\$369
https://www.gophersport.com/fitness/cardio/ignition-pro-interval-timer					
Fight Camp	Fight Camp			2	
https://joinfightcamp.com/shop/products/fightcamp-personal/					
	Hoist Dual Pulley Funictoal Trainer	HD-3000	\$3,999	1	\$3,999
https://www.lifefitness.com/en-us/catalog/strength-training/synrgy/life					
HS Select Seated Seated Row		RPL 5203	\$2,125	1	\$2,125
https://www.hoistfitness.com/products/rpl-5203-mid-row?_pos=1&_sid=e26f51ec2&_ss=r&variant=17076960854129					
Rower	TKO 8-AR		\$1,199	1	\$1,199
https://www.tkostrength.com/collections/rowers/products/tko-airraid-rower					
Hoist Utily	Utility Bench	CF-3960	\$360	1	\$360
https://www.hoistfitness.com/products/copy-of-cf-3960-utility-bench?_pos=2&_sid=a3bdebdeb&_ss=r&variant=31888913137777					
Hoist Back	Back Extension	CF-3663	\$800	1	\$800
https://www.hoistfitness.com/products/cf-3663-back-hyper?_pos=1&_sid=a883db04e&_ss=r					
TRX suspension	Suspension Trainers	TRX Pro 4 System		8	
https://store.trxtraining.com/products/trx-pro/					
Plyometric boxes TKO-262PLBS			\$350	1	\$350
https://www.tkostrength.com/products/soft-plyo-box					
Plyometric boxes TKO-262PLBS			\$350	1	\$350

https://www.gophersport.com/fitness/plyometrics/explosafe-pro-foam				
Gopher Fixed	Fixed Barbells	GK64-120	1	
https://www.gophersport.com/fitness/bars/fixed-barbell?item=162091				
Urethane Grip	Cable Accessories and rack	#4071-99	1	

https://www.tkostrength.com/products/soft-plate-box					
Barbell Rack w/	TKO-C809US-G10 TKO-C810US-G10		\$6,794	1	\$6,794
https://www.gtechfitness.com/tag-fitness-fixed-barbell-rack/?sku=RCK-BBR					
Urethane Grip	Cable Accessories and rack	#4071-99		1	

https://www.performbetter.com/Urethane-Grip-Cable-Club-Pack-with-Rack				
Deluxe Stirrup	Cable Handle accessory	#4071-10	3	
https://www.performbetter.com/Urethane-Grip-Deluxe-Stirrup-Handle-1-only				
Lock-Jaw Barbell	Barbell collars	#4112-01	6	
https://www.performbetter.com/Lock-Jaw-Barbell-Collar				
GripCable	Cable Machine Accessories	GK65-681	1	
https://www.gophersport.com/fitness/weightlifting/york-cable				
First Place Drive	Drive Sled	#3601-01	1	
https://www.performbetter.com/First-Place-Drive-Sled-II				
Extra Vertical	Drive Sled Handles	#3601-25	1	
https://www.performbetter.com/Extra-Vertical-Push-Handles-for-the-First-Place				
Dual Low Push	Drive sled low push Attachment	#3601-26	1	
https://www.performbetter.com/Dual-Low-Push-Handle-Attachment-for-the				
Shoulder push	Drive sled shoulder attachment	#3601-27	1	
https://www.performbetter.com/Shoulder-Push-Attachment-for-the-First-Place				
First Place	Dumbbells	#4057-R2	1	
https://www.performbetter.com/Rubber-Encased-Dumbbell-Set-5-50-Pounds-in				

https://www.performbetter.com/Urethane-Grip-Cable-Club-Pack-with-Rack					
Deluxe Stirrup	Cable Handle accessory	820tsh	\$25	3	\$75
https://www.tkostrength.com/collections/tko-cable-attachments/products/tko-deluxe-stirrup-chrome-handle					
Lock-Jaw Barbell	Tko Barbell collars	812lbc	\$58	6	\$348
https://www.tkostrength.com/products/lock-jaw-collar					
GripCable	Cable Machine Accessories	GK65-681		1	
https://www.gophersport.com/fitness/weightlifting/york-cable					
Rouge	Sled(refurbished)		\$275	1	\$275
https://www.roguefitness.com/dog-sled					
Rouge	High Bar Handles		\$60	1	\$60
https://www.roguefitness.com/dog-sled					
Dual Low Push	Drive sled low push Attachment	#3601-26		1	
https://www.performbetter.com/Dual-Low-Push-Handle-Attachment-for-the					
Shoulder push	Drive sled shoulder attachment	#3601-27		1	
https://www.performbetter.com/Shoulder-Push-Attachment-for-the-First-Place					
Dumbbells	TKO 10 Pair set	69-762	\$1,276	1	\$1,276
https://www.tkostrength.com/collections/tko-dumbbells/products/tko-rubber-hex-dumbbells-814txr					

RopeSaddle2.0	Rope saddle station and Ropes	GK65-632	1	
https://www.gophersport.com/fitness/conditioning-ropes/rope-saddle-anchor				
Warrior rope	Warrior Rope set with Wall anchor	GK70-090	2	
https://www.gophersport.com/fitness/conditioning-ropes/warrior				
Grip Cable	Single Cable Grip	Gk67-759	3	
https://www.gophersport.com/fitness/weightlifting/york-cable-accessories				
ClassPlus Yoga	yoga Mats	GK69-839	3	
https://www.gophersport.com/fitness/yoga/classplus-yoga-mat				
Alpha Armor	Kettle bell set	GK65-923	1	
https://www.gophersport.com/fitness/kettlebells/alpha-armor				
Gopher Impact	Medicine Balls	GK65-851	1	
https://www.gophersport.com/fitness/medicine-balls?tag=oversized				
Fortitude Slam	Slam Balls	GK65-857	1	
https://www.gophersport.com/fitness/medicine-balls/fortitude-slam-ball				
Impact Atlas	Medicine Balls	GK65-714	1	
https://www.gophersport.com/fitness/medicine-balls/impact-atlas-medicine-ball				
Impact FullStrong Strongman Bags		GK82-696	1	
https://www.gophersport.com/fitness/sandbags/impact-fullstrong-strongman				
	Impact DuraGrip SandWeight Grips	GK64-424	1	
https://www.gophersport.com/impact-duragrip-sand-weight-discs?item=208611				
Gopher	Weight Plate set	GK74-980	1	
https://www.gophersport.com/fitness/weightlifting/powercore-grip				
	Ultrafit EVA Foam EVA Foam Rollers	GK65-688	3	
https://www.gophersport.com/fitness/yoga/ultrafit-foam-rollers?item=148994				

TKO	30 Ft	256BR-1.5-30 and 252BA	\$140	1	\$140
https://www.tkostrength.com/collections/tko-battle-ropes/products/copy-of-battle-rope					
TKO	30 Ft	256BR-1.5-30 and 252BA	\$140	2	\$280
https://www.tkostrength.com/collections/tko-battle-ropes/products/copy-of-battle-rope					
Grip Cable	Single Cable Grip	Gk67-759		3	
https://www.gophersport.com/fitness/weightlifting/york-cable-accessories					
ClassPlus Yoga	yoga Mats	514-20GS	\$43	3	\$129
https://www.tkostrength.com/search?type=product&q=ECONOMY+CLUB+MAT&submit=					
TKO	Kettle bell set 6, 8 12, 16, 20, 24, 32, 36, 40, 44 with rack	K856pkb 6 thru 36 and 856KR	\$1,870	1	\$1,870
https://www.tkostrength.com/collections/tko-kettlebells/products/tko-pro-cast-kettle-bell					
Gopher Impact	Medicine Balls	GK65-851		1	
https://www.gophersport.com/fitness/medicine-balls?tag=oversized					
TKO	Slam Balls 10-45lb	-10, 15, 20, 25, 30,	\$350	1	\$350
https://www.tkostrength.com/collections/tko-fitness-medicine-balls/products/slam-ball					
Impact Atlas	Medicine Balls	GK65-714		1	
https://www.gophersport.com/fitness/medicine-balls/impact-atlas-medicine-ball					
TKO	Pro Bags 5KG, 10KG, 15KG, 20KG, 25KG, 30 KG, 35KG	k250PB 5, 10, 15, 20, 25, 30, 35	\$799	1	\$799
https://www.tkostrength.com/collections/performance-bags/products/pro-performance-bag					
	Impact DuraGrip SandWeight Grips	GK64-424		1	
https://www.gophersport.com/impact-duragrip-sand-weight-discs?item=208611					
TKO	Weight Plate set 2 45, 2 35, 2 25, 2 10, 4 5, 2 2.5	8030R 45, 35, 25, 10, 5, 2.5	\$530	1	\$530
https://www.tkostrength.com/collections/tko-olympic-bumper-plates/products/rubber-grip-plate					
TKO	36in Foam roller	184FRBK	\$32	3	\$96
https://www.tkostrength.com/collections/tko-performance-accessories/products/36-foam-roller-black					

Ultrafit HD Foam Foam Rollers		GK65-693	3	
https://www.gophersport.com/fitness/yoga/ultrafit-foam-roller				
Volcano Foam	Roller	GK70-574	3	
https://www.gophersport.com/fitness/foam-rollers/volcano?item=9176				
Tiger Tail 18"	Massage Tool	#2216-18	3	
https://www.performbetter.com/Tiger-Tail-Massager?custcol19=49				
Stretch out strap Stretch Strap		#2233-01	10	
https://www.performbetter.com/Stretch-Out-Strap?custcol29=2				
SKLZ Quick	agility ladder	GK04-404	5	
https://www.gophersport.com/fitness/saq/sklz-quick-ladder-pro?item=12881				
	ClassPlus Speed, Speed and agility pack	GK01-932	1	
https://www.gophersport.com/fitness/saq/sklz-quick-ladder-pro?item=12881				
SKLZ 6X Hurdles	agility Hurdles	GK04-405	3	
https://www.gophersport.com/fitness/saq/sklz-6x-hurdles?item=12861				
Squat Pad	Squat Pad	#4080-01	3	
https://www.performbetter.com/Squat-Pad				
Rogue Monster	Resistance Bands	HB0009	2	
https://www.roguefitness.com/rogue-monster-bands				
First Place	Lifting Chains	SKU: 4075-30	2	
https://www.performbetter.com/First-Place-Chrome-Plated-Lifting-Chains-Pair				
First Place	Core Trainer	SKU:4063-01	1	
https://www.performbetter.com/First-Place-Extreme-Core-Trainer				

Ultrafit HD Foam Foam Rollers		GK65-693		3	
https://www.gophersport.com/fitness/yoga/ultrafit-foam-roller					
Volcano Foam	Roller	GK70-574		3	
https://www.gophersport.com/fitness/foam-rollers/volcano?item=9176					
Tiger Tail 18"	Massage Tool	#2216-18		3	
https://www.performbetter.com/Tiger-Tail-Massager?custcol19=49					
Stretch out strap Stretch Strap		#2233-01		10	
https://www.performbetter.com/Stretch-Out-Strap?custcol29=2					
tko	agility ladder	281AL15	\$13	5	\$65
https://www.tkostrength.com/products/tko-commercial-bar-pad-116					
	ClassPlus Speed, Speed and agilty pack	GK01-932		1	
https://www.gophersport.com/fitness/saq/sklz-quick-ladder-pro?item=12881					
SKLZ 6X Hurdles	agility Hurdles	GK04-405		3	
https://www.gophersport.com/fitness/saq/sklz-6x-hurdles?item=12861					
tko	barbell pad	116bk	\$14	3	\$42
https://www.tkostrength.com/products/tko-commercial-bar-pad-116					
tko strength bands	Resistance Bands 2 of each red, orange, grey and black	HB0009	\$225	1	\$225
https://www.tkostrength.com/products/tko-strength-bands					
First Place	Lifting Chains	SKU: 4075-30		2	
https://www.performbetter.com/First-Place-Chrome-Plated-Lifting-Chains-Pair					
First Place	Core Trainer	SKU:4063-01		1	
https://www.performbetter.com/First-Place-Extreme-Core-Trainer					

Amplivox	Wireless PA speaker	GK18-634	1	
https://www.gophersport.com/supplies/electronics/amplivox-ipod-wireless				
Health O meter	scale	GK67980	1	
https://www.gophersport.com/assessment/measurement/health-o-meter-digital				
Fortify	Weight lifting belts	GK73-893	2	
https://www.gophersport.com/fitness/weightlifting/fortify-weightlifting				
Fortify	Weight lifting belts	GK73-894	2	
https://www.gophersport.com/fitness/weightlifting/fortify-weightlifting				
Gopher Drag Bag		GK64-036	4	
Drag Bags				
https://www.gophersport.com/fitness/sag/gopher-drag-bag?item=144815				
Detonate Speed	speed chute	GK69-612	4	
https://www.gophersport.com/fitness/sag/detonate-speed-chutes?item=5993				
Heavy Bag	Powercore Nevatear Heavy Bag (80 lbs)	251001	1	
	https://www.everlast.com/powercore-nevatear-heavy-bag			
Heavy Bag Stand	Heavy Bag Stand	4812BDTC	1	
	https://www.everlast.com/heavy-bag-stand			
Stationary Bike	X Series Velocity Indoor Cycling Bike	70-206	3	
https://www.gophersport.com/fitness/cardio/x-series-velocity-bike?item=10879				
Dumbbells	Troy Dumbbells (10 Pair Set, Rubber)	69-762	1	
https://www.gophersport.com/fitness/dumbbells/troy-dumbbell-sets-with-rack				

Amplivox	Wireless PA speaker	GK18-634		1	
https://www.gophersport.com/supplies/electronics/amplivox-ipod-wireless					
Health O meter	scale			1	
https://www.gophersport.com/assessment/measurement/health-o-meter-digital					
Fortify	Weight lifting belts	GK73-893		2	
https://www.gophersport.com/fitness/weightlifting/fortify-weightlifting					
Fortify	Weight lifting belts	GK73-894		2	
https://www.gophersport.com/fitness/weightlifting/fortify-weightlifting					
Gopher Drag Bag		GK64-036		4	
Drag Bags					
https://www.gophersport.com/fitness/sag/gopher-drag-bag?item=144815					
Detonate Speed	speed chute	GK69-612		4	
https://www.gophersport.com/fitness/sag/detonate-speed-chutes?item=5993					
Heavy Bag	TKO 75lb Bag	502V-75	\$220	1	\$220
	https://www.everlast.com/powercore-nevatear-heavy-bag				
4 Station Boxing	Balasz (remanufactured)		\$1,599	1	\$1,599
	https://balazsboxing.com/en/universal-boxing-stand-configurations/609-44694-balazs-4-station-ubs.html				
Stationary Bike	Life Fitness IC6 (Remanufactured)	IC6	\$1,399	3	\$4,197
https://www.thefitnessoutlet.com/life-fitness-ic6-indoor-cycling-exercise-bike/?utm_source=google&utm_medium=cse&utm_term=IC-1FIC6B1-01&gclid=Cj0KCQjwpcOTBhCZARIsAFAYLuVisyQ8XyEqi2n1gCxT8sWFptbcsjGGUHQJ2WfroqLEklCvw3tQsp8aAkeSEAlw_wcB					
Dumbbells	TKO 10 Pair set	69-762	\$1,276	1	\$1,276
https://www.tkostrength.com/collections/tko-dumbbells/products/tko-rubber-hex-dumbbells-814txr					

Golf Simulator	Optishot Golf in a Box #		1	
https://optishotgolf.com/products/golf-in-a-box-3				
	Adjustable Bench Hammer Strength Adjustable Bench	FW-MAB	1	
https://www.lifefitness.com/en-us/catalog/strength-training/benches				
Squat rack	Squat Rack Rig w/ safety arms		1	
https://www.titan.fitness/racks/power-racks/t-2-series/t-2-series-power				
Weight rack	Squat Rack Weight Tree		1	
https://www.titan.fitness/racks/rack-accessories/t-2-series/t-2-series-10-in				
Barbell	Olympic Barbells		2	
https://www.titan.fitness/strength/barbells/olympic/regular-olympic				
Bumper plates	260lb Bumper Plate Set		2 Sets	
https://www.titan.fitness/strength/weight-plates/bumper-plates/260-lb-set				
	Adjustable bench Decline/Incline Bench		1	
https://www.titan.fitness/strength/benches/adjustable/max-adjustable-fid				
Barbell holder	Vertical Barbell Holder		1	
https://www.titan.fitness/organize/freestanding-storage/barbells%2C				
Clips for barbell	Barbell Clips (2 per pair)		5 pairs	
https://www.titan.fitness/sale/scratch-and-dent/scratch-and-dent---pair-of-2-				
Mat for	Yoga Mats		10	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands-				
	Stretching equip. Foam Rollers (Medium)		5	
https://shop.lifefitness.com/products/foam-roller?variant=39846976815301				
Resistance equip.	Resistance Bands		3 Sets	

Golf Simulator	Optishot Golf in a Box # 3 with shipping		\$3,199	1	\$3,199
https://optishotgolf.com/products/golf-in-a-box-3					
	Adjustable Bench Signature Series Multi-Adjustable Bench	CF3160	\$699	1	\$699
https://www.hoistfitness.com/products/cf-3160-super-flat-incline-bench?_pos=1&_sid=78e904ea8&_ss=r&variant=17198627848305					
Power cage	Hoist	CF3364	\$1,760	1	\$1,760
https://www.hoistfitness.com/products/cf-3364-power-cage?_pos=1&_sid=4a048c322&_ss=r					
Weight rack	Hoist Weight rack	HF-5444	\$225	1	\$225
https://www.hoistfitness.com/collections/freeweights-rack/products/hf-5444-olympic-weight-tree					
TKO	Olympic Barbells	811OB-86	\$170	2	\$340
https://www.tkostrength.com/collections/tko-weight-bars-collars/products/economy-olympic-bar					
Bumper plates	TKO- 260lb set		\$520	2 Sets	\$1,040
https://www.tkostrength.com/collections/tko-olympic-bumper-plates/products/tko-rubber-bumper-plates-802bp					
Hoist	Adjustable bench Decline/Incline Bench	CF 3165	\$800	1	\$800
https://www.hoistfitness.com/collections/shop-all/products/copy-of-cf-3165-super-flat-incline-decline-bench					
Barbell holder	Vertical Barbell Holder			1	
https://www.titan.fitness/organize/freestanding-storage/barbells%2C					
Clips for barbell	Barbell Clips (2 per pair)		\$58	5 pairs	\$290
https://www.tkostrength.com/search?type=product&q=Lock+Jaw+Collar&submit=					
Mat for	Yoga Mats		\$19	10	\$190
https://www.tkostrength.com/search?type=product&q=3121&submit=					
	Stretching equip. Foam Rollers (Medium)	182FR-BK	\$50	5	\$250
https://www.tkostrength.com/search?type=product&q=foam+roller&submit=					
Resistance equip.	Resistance Bands		\$100	3 Sets	\$300

https://shop.lifefitness.com/collections/resistance-bands/products/power-bands				
Active Series	Treadmill		2	
https://www.lifefitness.com/en-us/catalog/cardio/treadmills/active-series				
Active Series	Elliptical		2	
https://www.lifefitness.com/en-us/catalog/cardio/ellipticals/elevation-series				
Powermill	Stair Climber		1	
https://www.lifefitness.com/en-us/catalog/cardio/climbers/powermill-climber				
Medicine Balls	Medicine Balls		5	
https://www.lifefitness.com/en-us/catalog/accessories/medicine-balls-stability				
Power Bands	Resistance Bands	ACC-BD-1000-01	10	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands				
Power Bands	Resistance Bands	ACC-BD-1001-01	10	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands				
Power Bands	Resistance Bands	ACC-BD-1002-01	10	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands				
Power Bands	Resistance Bands	ACC-BD-1003-01	10	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands				
Yoga Mat	Yoga Mat	LF-YMB-72195	40	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands				
Resistance Tubes	Resistance Bands		30	
https://www.lifefitness.com/en-us/catalog/accessories/mats-resistance-bands				
Lifefitness	Leg Press Machine		1	
https://www.lifefitness.com/en-us/catalog/strength-training/plate-loaded/life				
Troy Dumbbells	Dumbbells	69-762	1	
https://www.gophersport.com/fitness/dumbbells/troy-dumbbell-sets-with-rack				
IronRange	Olympic Bars	70-624	2	

https://www.tkostrength.com/search?type=product&q=3121&submit=					
Life Fitness	Treadmill 95T (Remanufactured)	Integrity CLST	\$2,500	2	\$5,000
https://www.usedfitnesssales.com/product/life-fitness-integrity-clst-treadmill/					
Life Fitness	Elliptical 95x (Remanufactured)	Integrity CLSX	\$1,999	2	\$3,998
https://www.usedfitnesssales.com/product/life-fitness-integrity-clsx-elliptical/					
Life Fitness	Powermill 95p (remanufactured)	Integrity CLSP	\$3,499	1	\$3,499
https://www.lifefitness.com/en-us/catalog/cardio/climbers/powermill-climber					
5 Medicine Balls	5 Medicine Balls	with Rack	\$450	5	\$450
https://www.tkostrength.com/collections/tko-fitness-medicine-balls/products/10-lb-rubberized-medicine-ball					
Power Bands	Resistance Bands	3121	\$19	10	\$190
https://www.tkostrength.com/search?type=product&q=3121&submit=					
Power Bands	Resistance Bands	3121	\$19	10	\$190
https://www.tkostrength.com/search?type=product&q=3121&submit=					
Power Bands	Resistance Bands	3121	\$19	10	\$190
https://www.tkostrength.com/search?type=product&q=3121&submit=					
Power Bands	Resistance Bands	3121	\$19	10	\$190
https://www.tkostrength.com/search?type=product&q=3121&submit=					
Yoga Mat	Yoga Mat	514-20GS	\$38	40	\$1,140
https://www.tkostrength.com/search?type=product&q=514-20GS&submit=					
Resistance Tubes	Resistance Bands	3121	\$19	30	\$570
https://www.tkostrength.com/search?type=product&q=3121&submit=					
Leg Press	CF-3355		\$3,999	1	\$3,999
https://www.hoistfitness.com/products/cf-3355-angled-linear-leg-press?_pos=1&_sid=af95e5def&_ss=r					
Dumbbells	TKO 10 Pair set with Hoist 60 inch DB rack	69-762	\$1,676	1	\$1,676
https://www.tkostrength.com/collections/tko-dumbbells/products/tko-rubber-hex-dumbbells-814txr and https://www.hoistfitness.com/collections/freeweights-rack/products/hf-5461-60-60-dumbbell-rack					
TKO	Olympic Barbells	811OB-86	\$170	2	\$340

https://www.gophersport.com/fitness/weightlifting/ironrange-bumper				
PowerSurge	Bumper Plates, 45lb plates	67-265	1	
https://www.gophersport.com/fitness/weightlifting/detonate-powersurge				
PowerSurge	Bumper Plates, 35lb plates	67-764	1	
https://www.gophersport.com/fitness/weightlifting/detonate-powersurge				
PowerSurge	Bumper Plates, 25lb plates	67-747	1	
https://www.gophersport.com/fitness/weightlifting/detonate-powersurge				
PowerSurge	Bumper Plates, 15lb plates	67-746	1	
https://www.gophersport.com/fitness/weightlifting/detonate-powersurge				
PowerSurge	Bumper Plates, 10lb plates	67-745	1	
https://www.gophersport.com/fitness/weightlifting/detonate-powersurge				
Rubber Flooring	Flooring- Interlocking Tiles (Green Tea 3-8mm/		1	
https://ardentfitness.com/ecore-everlast-interlocking-tile-8mm/				
Turf Flooring	Flooring- Rage Turf Motivate (RageTurf		1	
https://www.greatmats.com/padded-turf/indoor-padded-turf-rage-motivate				
	Rogue Fitness Rig Rogue Fitness Rig (6 stations)		1	
https://www.roguefitness.com/rogue-monster-lite-monkey-rig-2-0				
Strength	Strength Freeweight Platform Atlantis		3	
https://atlantisstrength.com/gym-equipment/b4800				
Matrix Stepper	Matrix Stepper- Model C5x		2	
http://thefitnessmarket.com/Matrix-C5x-Full-Commercial-ClimbMill_p_478.html				
TKO-8AR Rower	AirRaid Rower		2	
https://www.tkostrength.com/collections/rowers				

https://www.tkostrength.com/collections/tko-weight-bars-collars/products/economy-olympic-bar					
TKO	Bumper Plates, 45lb plates (pair)	802BP-45	\$180	1	\$180
https://www.tkostrength.com/collections/tko-olympic-bumper-plates/products/tko-rubber-bumper-plates-802bp					
TKO	Bumper Plates, 35lb plates (pair)	802BP-35	\$140	1	\$140
https://www.tkostrength.com/collections/tko-olympic-bumper-plates/products/tko-rubber-bumper-plates-802bp					
TKO	Bumper Plates, 25lb plates (pair)	802BP-25	\$100	1	\$100
https://www.tkostrength.com/collections/tko-olympic-bumper-plates/products/tko-rubber-bumper-plates-802bp					
TKO	Bumper Plates, 15lb plates (pair)	802BP-15	\$60	1	\$60
https://www.tkostrength.com/collections/tko-olympic-bumper-plates/products/tko-rubber-bumper-plates-802bp					
TKO	Bumper Plates, 10lb plates (pair)	802BP-10	\$40	1	\$40
https://www.tkostrength.com/collections/tko-olympic-bumper-plates/products/tko-rubber-bumper-plates-802bp					
Rubber Flooring	Flooring- Interlocking Tiles (Green Tea 3-8mm/		\$5,395	1	\$5,395
https://ardentfitness.com/ecore-everlast-interlocking-tile-8mm/					
Turf Flooring	Flooring- Rage Turf Motivate (RageTurf		\$5,720	1	\$5,720
https://www.greatmats.com/padded-turf/indoor-padded-turf-rage-motivate					
	Rogue Fitness Rig Rogue Fitness Rig (6 stations)		\$5,975	1	\$5,975
https://www.roguefitness.com/rogue-monster-lite-monkey-rig-2-0					
Strength	Strength Freeweight Platform Atlantis		\$1,975	3	\$5,925
https://atlantisstrength.com/gym-equipment/b4800					
Matrix Stepper	Matrix Stepper- Model C5x		\$3,400	2	\$6,800
http://thefitnessmarket.com/Matrix-C5x-Full-Commercial-ClimbMill_p_478.html					
TKO-8AR Rower	AirRaid Rower		\$1,199	2	\$2,398
https://www.tkostrength.com/collections/rowers					

Hoist-CF3165	SUPER FLAT/INCL/DECLINE BENCH		3	
https://www.hoistfitness.com/products/copy-of-cf-3165-super-flat-incline				
Hoist-CF3165-PL	FLAT/INCLINE BENCH		3	
https://www.thefitnessoutlet.com/hoist-cf-3165-commercial-super-flat-incline				
Life Fitness	Life Fitness Treadmill- Model CLST		4	
https://www.fitt24.com/commercial_fitness_equipment/commercial_treadmills/				
Delivery &	Local Delivery and installation - Includes			
60lbs (Pair) 70lb (Pair) Rubber Hex Dumbbells		TKO-804sxr-60	1	
70 lbs (Pair)		TKO-804sxr-70	1	
https://cardionationusa.com/products/tko-dumbbell-sets				
Plate Loaded Power Sled	Power Sleds		2	
https://gym-experts.com/products/freemotion-power-sled-fmdy109990?currency=USD&variant=42407545995498&utm_medium=cpc&utm_source=google&utm_campaign=Google%20Shopping&gclid=CjwKCAiAgvKQBhBbEiWAApQw3KIJOMzYRi6YjAgbOvFHP8kCvDBibylN1XYBUbdXbWGWkbim6wJPrhoCa04QAvD_BwE				
Multiple Variety	TKO-3120 TKO- 3121 TKO-3122 TKO-3123		10	
https://www.tkostrength.com/products/tko-strength-bands				
1000lbs total of	TKO-802BP-25 TKO-802BP-45 TKO-802BP-		1	
https://www.gtechfitness.com/tko-802bp-solid-rubber-bumper-plates/				
Bumper Plate	TKO-852BR2		1	
https://www.tkostrength.com/products/tko-bumper-plate-rack				
	BlueTooth stereo BlueTooth Stereo		1	
https://www.crutchfield.com/S-WyW3jof7I9C/p_700JBL2GYB/JBL-Pro-Gym				
Plyometric boxes TKO-262PLBS			3	

Hoist-CF3165	SUPER FLAT/INCL/DECLINE BENCH		\$765	3	\$2,295
https://www.hoistfitness.com/products/copy-of-cf-3165-super-flat-incline					
Hoist-CF3165-PL	FLAT/INCLINE BENCH		\$679	3	\$2,037
https://www.thefitnessoutlet.com/hoist-cf-3165-commercial-super-flat-incline					
Life Fitness	Life Fitness Treadmill- Model CLST		\$2,500	4	\$10,000
https://www.usedfitnesssales.com/product/life-fitness-integrity-clst-treadmill/					
Delivery &	Local Delivery and installation - Includes		SEE BELOW		SEE BELOW
60lbs (Pair) 70lb (Pair) Rubber Hex Dumbbells		TKO-804sxr-60	\$312	1	\$312
70 lbs (Pair)		TKO-804sxr-70	\$364	1	\$364
https://cardionationusa.com/products/tko-dumbbell-sets					
Plate Loaded Power Sled	Power Sleds		\$275	2	\$550
https://gym-experts.com/products/freemotion-power-sled-fmdy109990?currency=USD&variant=42407545995498&utm_medium=cpc&utm_source=google&utm_campaign=Google%20Shopping&gclid=CjwKCAiAgvKQBhBbEiWAApQw3KIJOMzYRi6YjAgbOvFHP8kCvDBibylN1XYBUbdXbWGWkbim6wJPrhoCa04QAvD_BwE					
Multiple Variety	TKO-3120 TKO- 3121 TKO-3122 TKO-3123		\$61	10	\$612
https://www.tkostrength.com/products/tko-strength-bands					
1000lbs total of	TKO-802BP-25 TKO-802BP-45 TKO-802BP-		\$2,576	1	\$2,576
https://www.gtechfitness.com/tko-802bp-solid-rubber-bumper-plates/					
Bumper Plate	TKO-852BR2	Rack	\$450	1	\$450
https://www.tkostrength.com/products/tko-bumper-plate-rack					
	BlueTooth stereo BlueTooth Stereo			1	
https://www.crutchfield.com/S-WyW3jof7I9C/p_700JBL2GYB/JBL-Pro-Gym					
Plyometric boxes TKO-262PLBS			\$350	3	\$1,050

https://www.tkostrength.com/products/soft-plyo-box				
Plate Loaded	HOIST-RPL-5356		1	
https://www.hoistfitness.com/products/rpl-5356-hack-squat-dead				
	Plate Loaded Leg HOIST-RPL-5403-B		1	
https://www.hoistfitness.com/products/rpl-5403-dual-action-leg-press				
Wall Mounted	Mirrors		1	
https://abcglassandmirror.com/products/mirrors/gym-mirrors/				
Barbell Rack w/	TKO-C809US-G10 TKO-C810US-G10		1	
https://www.gtechfitness.com/tag-fitness-fixed-barbell-rack/?sku=RCK-BBR				
Stretching+Boxin TKO-9900 Rig			1	
https://kineticsolution.com/shop/commercial-strength-equipment/group				
8-Stack Jungle	TKO- 7033 Jungle		1	
https://tracfitness.com/products/tko-signature-series-8-stack-jungle-gym				
Grand Total			\$	

https://www.tkostrength.com/products/soft-plyo-box					
Plate Loaded	HOIST-RPL-5356		\$2,970	1	\$2,970
https://www.hoistfitness.com/products/rpl-5356-hack-squat-dead					
	Plate Loaded Leg HOIST-RPL-5403-B		\$3,420	1	\$3,420
https://www.hoistfitness.com/products/rpl-5403-dual-action-leg-press					
Wall Mounted	Mirrors			1	
https://abcglassandmirror.com/products/mirrors/gym-mirrors/					
Barbell Rack w/	TKO-C809US-G10 TKO-C810US-G10		\$6,794	1	\$6,794
https://www.gtechfitness.com/tag-fitness-fixed-barbell-rack/?sku=RCK-BBR					
Stretching+Boxin TKO-9900 Rig			\$11,892	1	\$11,892
https://kineticsolution.com/shop/commercial-strength-equipment/group					
8-Stack Jungle	TKO- 7033 Jungle		\$15,800	1	\$15,800
https://tracfitness.com/products/tko-signature-series-8-stack-jungle-gym					
Grand Total				\$	\$221,762

A 18% IN BOUND FREIGHT, SHIPPING, HANDLING, ASSEMBLY CHARGES WILL NEED TO BE ADDED TO THE TOTAL ORDER. THIS DOES NOT INCLUDE FLOORING INSTALLATION.

LIMITED LIABILITY COMPANY RESOLUTION


1. TEERLY Capelli, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of KINGSLEY ENTERPRISES a limited liability company organized and existing under the laws of the State of CT, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 9th day of January, 1995.

"It is hereby resolved that TEERLY Capelli is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said KINGSLEY ENTERPRISES, LLC this 1st day of AUGUST, 2022.



Manager/Member

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of CT

SS.: 042-76-1618

County of Litchfield

George Kingsley, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or of Kingsley Enterprises (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☐ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 George Kinoski	MEMBER			5-16-69
2 Teddy Capelli	MEMBER			6-16-57
3 James Kinoski	MANAGER			4-10-85
4 Teddy Capelli	MANAGER			6-25-62

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

NONE

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 George Kingsley	Member	05-16-1969	50
2 Perry Coppelli	Member	06-16-1957	50
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

NONE

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 NONE				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Used Fitness Sales	900 Main St. Oakville, CT 06779	Thomaston, CT
2		

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

* Lorena Xhuti Lorena Xhuti
Witness

Kingsley Enterprises LLC
Name of Partnership/Business

By: George Kingsley
Name of General Partner/Sole Proprietor

960 Main St., Oakville, CT 06779
Address of Business

State of CT)
04.26.1618) ss Watertown

County of Litchfield)

George Kingsley being duly sworn,

Deposes and says that he/she is owner of Kingsley Enterprises and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 30 day of July 2022.

TANNITH E. MCDONNELL
NOTARY PUBLIC
State of Connecticut
My Commission Expires
March 31, 2023

Tannith McDonnell

(Notary Public)

My Commission Expires: _____

For Corporation

College Board Executive Summary – Amendment #1

The Department of Education requests to continue our contract with the College Board to administer the PSAT and SAT assessments for the 2022-2023 school year. This amendment will extend services from our prior contract and allow continuous measure of student performance to monitor growth toward the ultimate outcome for state accountability, the grade 11 SAT. Taking the assessment multiple times has proven to result in higher outcome scores and provides students an increased opportunity for college acceptance.

The amendment allows students in grades 8-10 and 12 to participate in October 2022 testing during the school day, in addition to grade 11 students, paid for by the Connecticut State Department of Education. The amendment also allows students in grades 9 and 10 to participate in April 2023 testing during the school day, in addition to grade 11 students, paid for by the Connecticut State Department of Education. The cost of the contract covers grades 8-10 and 12 in October 2022 and grades 9 and 10 in April 2023, totaling \$124,546, funded by the Alliance Grant.

The College Board has previously performed contracts for the same services. The quality of their prior services for the Department of Education has been exemplary. The total amount due for this contract has been confirmed and secured through the Alliance Grant. Tax Clearance has been obtained and is attached. The Purchasing Director has approved the continuation of the contract and previously issued a sole source letter for the services, allowing the amendment to the contract to proceed as an exception to a public bidding process. The term of the amendment is for one year, from 7/1/22-6/30/23, with the option to renew up to two additional twelve month periods. Corporation Counsel has reviewed and approved all aspects of the contract and amendment.

COLLEGE READINESS AND SUCCESS CONTRACT

THIS AMENDMENT #1 to College Readiness and Success Agreement, dated **May 27, 2021** filed under College Board Contract Number CB-00030062 by and between the College Board (“College Board”) and Waterbury Public Schools, 235 Grand Street, Waterbury, Connecticut, 06702 (“Client”), including all appendices, exhibits and schedules (the “Agreement”) is made of this June 29, 2022. Capitalized terms used herein shall have the meaning ascribed in the Agreement.

WHEREAS, Client and College Board entered into the College Readiness and Success Contract to implement the PSAT/NMSQT® for grades 10th, SAT® School Day for 12th grade, PSAT™ 8/9 for 8th & 9th grade, and PSAT™ 10. for 10th grade for the 2021-2022 school year.

WHEREAS, College Board has provided updated information that modifies certain provisions in the College Readiness and Success Contract for the 2022-2023 school year; and

WHEREAS, the client desires to enter this Amendment to exercise their option to renew for another twelve (12) months per section 2.1 in contract CB-00030062 extending the term of the contract until June 30, 2023.

NOW, THEREFORE, in consideration of the mutual promises, representations and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **2022-2023 PSAT/NMSQT Schedule.** The 2022-2023 PSAT/NMSQT Participation Program Fixed Fee Schedule shall attached hereto and incorporated herein by this reference.
2. **2022-2023 SAT School Day Schedule.** The 2022-2023 SAT School Day Participation Program Fixed Fee Schedule shall be replaced with an updated PSAT/NMSQT schedule attached hereto and incorporated herein by this reference.
3. **2022-2023 PSAT 8/9 Schedule.** The 2022-2023 PSAT 8/9 Participation Program Fixed Fee Schedule shall be replaced with an updated PSAT 8/9 schedule attached hereto and incorporated herein by this reference.
4. **2022-2023 PSAT 10 Schedule.** The 2022-2023 PSAT 10 Participation Program Fixed Fee Schedule shall be replaced with an updated PSAT 10 schedule attached hereto and incorporated herein by this reference.
5. **2022-2023 Budget Schedule.** The 2022-2023 Budget Schedule to the Agreement shall be attached hereto and incorporated herein by this reference

Incorporation by Reference. Other than the changes set forth in the preceding paragraphs, all terms and conditions of the College Readiness and Success Contract remain in full force and effect. Where there is a conflict between the College Readiness and Success Contract and this Amendment, the provisions of this Amendment shall supersede and replace the conflicting terms and conditions of the Agreement. This Amendment, together with the College Readiness and Success Contract, and any previous amendments, constitutes the entire understanding of the parties and cannot be further modified except by further written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

COLLEGE BOARD

WATERBURY PUBLIC SCHOOLS

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date

**2022-2023 PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized PSAT/NMSQT®¹ test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT® assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to authorized personnel at Client and its schools through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. SCOPE

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the District and schools designated by Client in Section IV (List of Participating Districts and Schools)

1. Materials for Students:

- a. PSAT/NMSQT test material, (PSAT/NMSQT Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

2. Materials for Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessment of Educator Guide available via College Board website.
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT test are available at the Khan Academy website (<http://satpractice.org>), and shall be used in accordance with Khan Academy's guidelines.

5. Providing Accommodations to Participants with Disabilities. Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/SSD>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

designated for each school to facilitate the application for and administration of approved accommodations. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client’s contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

7. Changes to Participating Schools. Changes to the list of Participating Schools cannot be made after **September 30, 2022**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

In the event that: any of Client’s schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. Training of Designated Personnel at the Participating Schools. College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as PSAT/NMSQT Coordinators, SSD Coordinators, Proctors, and Monitors (collectively ‘Designated Personnel’). The training and/or instructional materials will be made available by College Board to Client and **should be completed two weeks before the test administration date**.

Designated Personnel are required to adhere to all of College Board’s procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. Client is responsible for ensuring compliance with all required Designated Personnel training.

9. PSAT/NMSQT Student Guide distribution to Students. Client shall ensure that copies of the PSAT/NMSQT Student Guide are distributed to all Students **at least two weeks before test administration date**.

10. Dedicated PSAT/NMSQT Customer Service for Educators: College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: Available three months prior to primary test date. Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

III. PSAT/NMSQT TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT/NMSQT test, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT test, including, without limitation, copyrights, trademarks¹, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT/NMSQT test booklets or any questions from Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT/NMSQT test booklets.

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

2. PSAT/NMSQT Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

Client will have access to the online score reports and individual student data, and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

3. PSAT/NMSQT Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT/NMSQT test booklets for the sole purpose of administering the PSAT/NMSQT test on behalf of College Board.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying, or distributing in any form, or reproducing the PSAT/NMSQT test booklets, in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT/NMSQT test booklets.

4. PSAT/NMSQT Assessment Administration. Client has agreed to administer the PSAT/NMSQT to students in the Participating Grade(s) as noted in the List of Participating Districts and Schools table below. The exam shall be administered on October 12, 2022. The alternate exam test administration is on October 25, 2022. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

5. Client Testing Delays. Participating schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and participating schools to shift testing to the Alternate administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Alternate administration, or should a PN Delay Event otherwise prevent the participating schools from administering the PSAT/NMSQT on the Alternate administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PN Delay Event up to one week prior to the Alternate administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Alternate administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Alternate administration. No additional administration of the PSAT/NMSQT will be made available after the Alternate administration. Client understands that by selecting the Alternate administration as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)
Waterbury Public School District	Crosby High School	070835	10
Waterbury Public School District	Enlightenment School	070875	10
Waterbury Public School District	John F Kennedy High School	070840	10
Waterbury Public School District	State Street School	070876	10
Waterbury Public School District	Waterbury Arts Magnet School	070867	10
Waterbury Public School District	Waterbury Career Academy High School	070863	10

	Waterbury Public School District		10
Waterbury Public School District	Wilby High School	070870	10

V. FEE CALCULATION

1. Fees and Payments. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools³ to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements) in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	<u>Suite Pricing:</u> PSAT/NMSQT with PSAT 8/9 and SAT School Day	<u>Multi-Assessment Pricing:</u> • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <u>two</u> grades testing for PSAT/NMSQT
≥ 0% and < 50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose PSAT/NMSQT answer sheets indicate that they are not in participating cohort.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than **October 28, 2022**.

Notwithstanding the foregoing, after the administration of the test, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT test. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. Unused Tests. Participating Schools will not incur unused test fees.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	(203) 574-8283	(203) 574-8283	(203) 574-8000	(203) 574-8283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send applicable data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

**2022-2023 PSAT 8/9 ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9® test, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to authorized personnel at Client and its schools through College Board's online data portal.

II. SCOPE

College Board shall furnish the following PSAT 8/9 materials and reports to the schools designated by Client in Section IV (List of Participating Schools).

1. Materials for Students:

- a. PSAT Student Guide, delivered via College Board website.
- b. PSAT 8/9 test materials (test booklets).
- c. Student Online Score Report, delivered via College Board website.
- d. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. If Client is administering digital testing ('Digital Testing'), students will receive online access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Materials for Schools:

- a. If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.
- b. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- c. Access to AP Potential™ for students in 9th grade, via College Board website.
- d. SAT Suite of Assessment Educator Guide, available via College Board website.
- e. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- f. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Official SAT Practice materials are available at the Khan Academy website (<http://satpractice.org>), and shall be used in accordance with Khan Academy's guidelines.

5. Required Information. Client shall furnish College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

6. Change to Participating Schools. Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order test**.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made.

7. Training of Designated Personnel at the Participating Schools. College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as PSAT 8/9 Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The training and/or instructional materials will be made available by College Board to Client and should be completed two weeks before the test administration date.

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 8/9 Coordinator training and instructional materials. Client is responsible for ensuring compliance with all required Designated Personnel training.

8. PSAT 8/9 Student Guide distribution to Students. At least two weeks before test administration date, Client shall ensure that all students are advised that the SAT Student Guide may be accessed online at the College Board website.

9. Dedicated PSAT 8/9 Customer Service for Educators: College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: Available three months prior to primary test window. Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the PSAT 8/9 Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>

III. PSAT 8/9 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT 8/9 test, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 test, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. PSAT 8/9 Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

Client will have access to the online score reports and individual student data, and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

3. PSAT 8/9 Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 test on behalf of College Board.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from the Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

4. PSAT 8/9 Assessment Administration. If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2022 and March 2023, and its second testing date in April 2023. Client

agrees to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board's national test assessments set forth in the PSAT 8/9 Coordinator Manual. For the Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

5. Client Testing Delays. Participating schools select an administration date for the PSAT 8/9. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PSAT 8/9 Delay Event'), the client may securely store their test materials and test later in the testing window. If testing cannot be conducted later in the testing window due to an extended outage, the College Board will work with Client and participating schools to shift testing to a later testing window, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the new testing window, or should a PSAT 8/9 Delay Event otherwise prevent the participating schools from administering the PSAT 8/9 on the new administration date in accordance with the policies set forth in the PSAT 8/9 Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 8/9 Delay Event up to one week prior to the new administration date. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 8/9 will be made available after the last scheduled administration of the year. Client understands that by selecting the April administration as their main administration, if there is a PSAT 8/9 Delay Event, there is may be no additional opportunities to test PSAT 8/9 in that school year. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

6. Digital Testing Requirements (If Client is administering digital testing):

- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
 - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
 - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
 - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for Participating Schools electing to Digital Testing.

7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete

testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Waterbury Public School District	Carrington Elementary School	079097	8	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	Crosby High School	070835	9	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	Crosby High School	070835	9	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	Duggan Elementary School	079058	8	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	Enlightenment School	070875	9	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	Enlightenment School	070875	8, 9	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	Gilmartin Elementary School	079059	8	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	John F Kennedy High School	070840	9	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	John F Kennedy High School	070840	9	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	Jonathan Reed School	079057	8	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	Michael Wallace Middle School	079054	8	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	North End Middle School	079055	8	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	State Street School	070876	9	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	State Street School	070876	8, 9	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	Waterbury Arts Magnet School	070867	9	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	Waterbury Arts Magnet School	070867	8, 9	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	Waterbury Career Academy High School	070863	9	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	Waterbury Career Academy High School	070863	9	Sep 26, 2022 - Jan 27, 2023
	Waterbury Public School District		9	Apr 12, 2023 - Apr 28, 2023
	Waterbury Public School District		8, 9	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	West Side Middle School	079056	8	Sep 26, 2022 - Jan 27, 2023
Waterbury Public School District	Wilby High School	070870	9	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	Wilby High School	070870	9	Sep 26, 2022 - Jan 27, 2023

V. FEE CALCULATION

1. Fees and Payment. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing:	
	PSAT 8/9 with SAT School Day, and PN and/or P10	Multi-Assessment Pricing: • PSAT 8/9 with either PN or P10 or SAT School Day • At least <u>two</u> grades testing for PSAT 8/9
≥ 0% and <50%	\$11.00	\$12.00
≥ 50% and < 75%	\$10.00	\$11.00
≥ 75%	\$9.00	\$10.00

Client will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose PSAT 8/9 answer sheets indicate that they are not in a participating cohort.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than:

Administration Date	Deadline to submit updated enrollment
Sept. 2022 – Jan. 2023	October 28, 2022
Feb. 2023 – Mar. 2023	January 27, 2023
April 2023	

Notwithstanding the foregoing, after the administration of the test, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$14.00 per student.

3. Restrictions. No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 test.

4. Unused Tests (paper and pencil) . Participating Schools will not incur unused test fees.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	(203) 574-8283	(203) 574-8283	(203) 574-8000	(203) 574-8283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

**2022-2023 PSAT 10
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT® 10 program will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 10 as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 10 and initiates students' earlier entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 10 administration for students and what data and reports may be provided to authorized personnel at Client and its schools through our online data portal.

II. SCOPE

College Board shall furnish the following PSAT 10 materials and reports to the Districts and schools designated by Client in Section IV (List of Participating Districts and Schools):

1. Materials for Students:

- a. PSAT 10 test materials (PSAT 10 Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.

2. Material for Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessment Educator Guide, delivered via College Board website.
- d. PSAT 10 Coordinator Manual (copies sent to Participating Schools based on their test book order; one per 25 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <https://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<https://satpractice.org>) in accordance with Khan Academy's guidelines.

5. Providing Accommodations to Participants with Disabilities. Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/SSD>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) the Client's contacts as prescribed in Section VI

(Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

7. Changes to Participating Schools. Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order tests**.

In the event that: any of Client's schools are omitted from the List of Participating Districts and Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. Training of Designated Personnel at the Participating Schools. College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as PSAT 10 Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The training and/or instructional materials will be made available by College Board to Client and **should be completed two weeks before the test administration date**. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 10 Coordinator training and instructional materials. The Client is responsible for ensuring compliance with all required Designated Personnel training.

9. PSAT 10 Student Guide distribution to Students. The Client shall ensure that copies of the PSAT 10 Student Guide are distributed to all Students **at least two weeks before test administration date**.

10. Dedicated PSAT 10 Customer Service for Educators: College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: Available three months prior to primary test window. Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the PSAT 10 Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>

III. PSAT 10 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT 10 test, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 10 test, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. PSAT 10 Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

Client will have access to the online score reports and individual student data, and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

3. PSAT 10 Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 10 test booklets for the sole purpose of administering the PSAT 10 test on behalf of College Board.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying, or distributing in any form, or reproducing the PSAT 10 test booklets without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 10 test booklets.

Client shall return all materials, including PSAT 10 test booklets, no later than the next school day after the test administration or promptly upon termination of this Agreement.

4. PSAT 10 Assessment Administration. Client has agreed to administer the PSAT 10 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Districts and Schools table below.

Client shall comply with the published security and administration guidelines for College Board's national assessments as set forth in the PSAT 10 Coordinator Manual.

5. Client Testing Delays. Participating schools select an administration date for the PSAT 10. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PSAT 10 Delay Event'), the school may securely store their test materials until later in their testing window. College Board will work with Client and participating schools to shift testing to a new testing window if the outage extends past the end of the window for which the Client ordered, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the new administration or should a PSAT 10 Delay Event otherwise prevent the participating schools from administering the PSAT 10 in accordance with the policies set forth in the PSAT 10 Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 10 Delay Event up to one week prior to the new administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 10 will be made available after the end of the April test window. Client understands that by selecting the April administration as their main administration date, if there is a PSAT 10 Delay Event, there may be no additional PSAT 10 test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

IV. LIST OF PARTICIPATING DISTRICTS AND SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
	Waterbury Public School District		10	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	Crosby High School	070835	10	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	Enlightenment School	070875	10	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	John F Kennedy High School	070840	10	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	State Street School	070876	10	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	Waterbury Arts Magnet School	070867	10	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	Waterbury Career Academy High School	070863	10	Apr 12, 2023 - Apr 28, 2023
Waterbury Public School District	Wilby High School	070870	10	Apr 12, 2023 - Apr 28, 2023

V. FEE CALCULATION

1. Program pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools¹ to participate

¹ College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements) in addition to the PSAT 10, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite pricing: PSAT 10 with SAT School Day, and PSAT 8/9	Multi-Assessment Pricing: • PSAT 10 with either SAT School Day, or PSAT 8/9, or PN • At least two grades testing for PSAT 10
	≥ 0% and <50%	\$14.00
	≥ 50% and < 75%	\$13.00
	≥ 75%	\$12.00

Clients will be charged a fixed fee based on the enrollment as noted above, regardless of how many students take the PSAT 10 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose P10 answer sheets indicate that they are not in a participating cohort.

2. Changes to enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than January 27, 2023.

Notwithstanding the foregoing, after the administration of the test, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT 10 test.

4. Unused Test Fees. Participating Schools will not incur unused test fees.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	(203) 574-8283	(203) 574-8283	(203) 574-8000	(203) 574-8283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send applicable data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

2022-2023 SAT SCHOOL DAY PROGRAM FIXED FEE SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. Allowing students to take the test during a school day and shifting the financial obligation from the student to Client provides greater access for students to the SAT. College Board will assist Client's schools in administering the SAT test during a school day. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to authorized personnel at Client and its schools through our online data portal (the 'Program'). College Board supports this initiative by providing clients with access to additional savings when clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Students who take the SAT test in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

II. SCOPE

College Board shall furnish the following SAT School Day materials and reports to the schools designated by Client in Section IV (List of 'Participating Schools').

1. Materials for Students:

- a. SAT Student Guide, delivered via College Board website.
- b. SAT test materials (test booklets).
- c. Student Online Score Report, delivered via College Board website.
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.

2. Materials for Participating Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Materials to support test administration.

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.

4. Delivering SAT Practice Tools and Support.

In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT test are available at the Khan Academy website (<http://satpractice.org>), and shall be used in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

5. Providing Accommodations to Participants with Disabilities.

Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/SSD>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. Required Information.

Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact

Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

7. **Changes to Participating Schools.** Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
October 12, 2022	September 30, 2022
October 27, 2022	September 30, 2022
March 1, 2023	January 27, 2023
March 22, 2023	January 27, 2023
April 12, 2023	March 3, 2023
April 25, 2023	March 3, 2023

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

9. **SAT Student Guide distribution to Students.** **At least two weeks before test administration date,** Client shall ensure that all students are advised that the SAT Student Guide may be accessed online at the College Board website.

10. **Dedicated School Day Customer Service for Educators:**

College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://collegereadiness.collegeboard.org/contact-us>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

SAT Data License

2. **SAT Data and Reporting.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the online score reports externally or to third parties without the express written consent of College Board.

Client will have access to the online score reports and individual student data, and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

For the April 12, 2023 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

2.1 College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.

2.2 College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

SAT Administration

3. **SAT Test Dates and Participating Grade.** Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
12	October 12, 2022	October 27, 2022

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 25, 2023 Primary Test Date.

4. **Administering the SAT.** The SAT will be administered to students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board.

5. **Client Testing Delays.** Participating schools select one of the administration dates for the SAT School Day. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (an 'SAT Delay Event'), College Board will work with Client and participating schools to shift testing to the Makeup administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Makeup administration, or should an SAT Delay Event otherwise prevent the participating schools from administering the SAT School Day on the Makeup administration in accordance with the policies set forth in the SAT School Day Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by an SAT Delay Event up to one week prior to the Makeup administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Makeup administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of

test materials one week prior to the Makeup administration. Client understands that by selecting the Makeup administration as their main administration date, if there is an SAT Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Crosby High School	070835	SAT School Day: October 12, 2022
Enlightenment School	070875	SAT School Day: October 12, 2022
John F Kennedy High School	070840	SAT School Day: October 12, 2022
State Street School	070876	SAT School Day: October 12, 2022
Waterbury Arts Magnet School	070867	SAT School Day: October 12, 2022
Waterbury Career Academy High School	070863	SAT School Day: October 12, 2022
Waterbury Public School District		SAT School Day: October 12, 2022
Wilby High School	070870	SAT School Day: October 12, 2022

V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing: SAT School Day with PSAT 8/9, and PN and/or P10	Multi-Assessment Pricing: <ul style="list-style-type: none"> SAT School Day with either PN or P10 or PSAT 8/9 At least <u>two</u> grades testing for SAT School Day
≥0% and <50%	\$38.50	\$41.50
≥50% and <75%	\$36.00	\$41.00
≥75%	\$33.50	\$39.50

Client will be charged a fixed fee based on enrollment as noted above, regardless of how many students actually take the SAT. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust enrollment by the following deadlines:

Administration Date	Deadline to submit updated enrollment
October 12, 2022	October 28, 2022
October 27, 2022	
March 1, 2023	January 27, 2023
March 22, 2023	
April 12, 2023	March 3, 2023
April 25, 2023	

Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org as noted above.

Notwithstanding the foregoing, after the administration of the assessment, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided

herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the then-current rate per student as indicated on College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>.

3. Restrictions. No Student participating under this Schedule will be assessed an individual fee for taking the SAT School Day exam. There is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

4. Unused Tests. Participating Schools will not incur unused test fees.

VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	(203) 574-8283	(203) 574-8283	(203) 574-8000	(203) 574-8283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

Attachment 1 - (College Board Use of SAT Suite Program Information and Data)

1. **College Board's Use of Student Data**

College Board may collect, retain, use, and share student's personally identifiable information ("PII") for the purposes outlined below (1) when it has obtained the express, informed, written consent of the student, (if the student is of the age of majority), or the parent or legal guardian (if the student is a minor), when the student is being registered for a College Board assessment; or (2) if the student and/or parent/legal guardian otherwise forms a direct relationship with College Board.

College Board does not collect, use, or share PII beyond the purposes set forth as follows:

- a. Upon receiving the written consent of the student or student's parent or legal guardian as described above, College Board may collect information about students such as language background, courses taken, student search services, college major, parent's highest level of education, and questions to determine entry into scholarship programs. This information is used for College Board's Student Search Service and is not provided to a student's school or district in any form.
- b. Sharing with institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if College Board has obtained the prior, affirmative written consent of the student or the student's parent or legal guardian. College Board may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to College Board. Data for students who expressly consent to the program are licensed to Higher Education institutions, but do not include social security numbers (SSN), actual test scores (searchable by bands only), disability status, or phone numbers. As part of the explanation of the collection, use and sharing of PII that is given as part of the written consent process, College Board provides information explaining how the PII will be licensed.
- c. Students Sending Scores to Colleges, Scholarship Organizations, or Other Institutions:
 - (i) College and University Electronic Score Reports and Paper Score Reports: Students can select to send their scores to colleges, when they register for the SAT exam, when they take the test, or after they receive their scores. Through 'score choice,' students can choose which scores to send. Students can also elect to send their scores to scholarship organizations or other registered groups at their choosing.
 - (ii) SAT Trend Reports: College and universities can see reports containing only de-identified data on trends of students who send scores to their schools.
- d. Providing Students Access and Opportunities to Services to Help them Achieve and Exceed Their Potential, consistent with all applicable laws.
 - (i) Access to Opportunity (A2O): College Board implements interventions designed to help students navigate the college planning, application and financial aid processes. A2O identifies students who are on-track or high achieving, combined with low-income tagging or fee waiver use, and provide them with resources, including college application fee waivers, designed to address barriers they may face in the path to college access.
 - (ii) Realize Your College Potential: Realize Your College Potential (RYCP) is part of ongoing research that sends packets of customized college information and college application fee waivers to high achieving, low-income, high school seniors.
 - (iii) State Scholarship Feeds/Data: State Higher Education Departments that offer scholarship to instate students can receive scores files for students meeting residency criteria.
 - (iv) National Scholarships, Awards and Recognition Opportunities (including Presidential Scholars and National Merit Scholars): National Merit Scholars receives Student Data to provide students with the opportunity to receive national recognition and scholarships. Eligible students are shared with the US Department of Education and National Hispanic Recognition Program for scholarship consideration.

- (v) Enhancing and Customizing Student Practice: Students may opt-in to have their scores and key metadata shared with Khan Academy, so that their free SAT Preparation course can be tailored better to meet their needs.
- e. Score Reporting to States, Schools and Districts:
- (i) K12 Reporting Portal: An online, interactive portal for K12 institutions to view aggregate and student-level data for the students within their organizations, including administrations, graduating cohort years, and trends.
- (ii) Integrated Summary Reporting: Aggregate Data reporting from across SAT, PSAT Suite (PSAT 8/9, PSAT 10 and PSAT/NMSQT).
- (iii) Schools and districts can receive test-taking rosters, of their students through an online portal.
- (iv) SAT Score Reporting to Students: Paper and online reports are delivered to students after each administration of the SAT.
- (v) SAT Question and Answer Services: Students may purchase reports that detail their individual answers and questions for disclosed forms. For non-disclosed forms, students can receive answer summaries with question topics and difficulty levels.
- h. Research
- (i) College Board may use psychometric non-identifiable data obtained from student test-takers to ensure that tests are unbiased and created for students of all races, genders, and cultures.

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2022	June 30, 2023	1,654	\$14.00	\$23,156.00	\$6,616.00	\$16,540.00
SAT SD Fixed-Fee Without Essay - 12th Grade	July 1, 2022	June 30, 2023	1,175	\$60.00	\$70,500.00	\$28,200.00	\$42,300.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2022	June 30, 2023	1,391	\$14.00	\$19,474.00	\$5,564.00	\$13,910.00
PSAT 10 EPP Fixed-Fee - 10th Grade	July 1, 2022	June 30, 2023	1,356	\$18.00	\$24,408.00	\$6,780.00	\$17,628.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2022	June 30, 2023	1,654	\$14.00	\$23,156.00	\$6,616.00	\$16,540.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2022	June 30, 2023	1,356	\$18.00	\$24,408.00	\$6,780.00	\$17,628.00

Subtotal: \$185,102.00

Total Discount: \$60,556.00

Total Cost: \$124,546.00

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of New York

SS.:_____

County of New York

Jeremy Singer, being first duly sworn, deposes and says that:

1 am the **owner, partner, officer, representative, agent or**
President Of College Board (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check **fill** that apply):

The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X

Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X

Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

- X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 CB-00030062	Assessments	N/A	Material	N/A
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 N/A none		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock%
1 None			
2	College Board is a non	-for-profit organization and we	do not
3	Have stocks		
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 None				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

 Witness

 Name of Partnership/Business

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of New York

) SS

County of New York

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 27th day of May 2022

Nicole Simone McIntyre
(Notary Public)

My Commission Expires: 2/22/2023

For Corporation

Alexandra Stabilito
Witness
Alexandra Stabilito
Contract Specialist, Office of
SVP, State & District Partnerships

Jeremy Singer, President
Name of Corporate Signatory
250 Vesey Street, New York, NY 10281
Address of Business

Affix
Corporate
Seal



By: _____
Name of Authorized Corporate Officer

Its: President
Title

NICOLE SIMONE MCINTYRE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6236022
Qualified in Nassau County
My Commission Expires: 2/22/2023

CITY OF WATERBURY

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of _____)

) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____, 201

(Notary Public)

My Commission Expires: _____

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City**

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

PSAT/NMSQT, PSAT 10, PSAT 8/9, SAT School Day

(Service or Commodity Covered by Contract)

July 1, 2022 through June 30, 2023

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City**

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

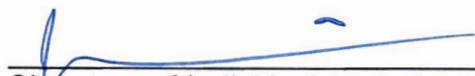
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

College Board

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

Jeremy Singer

Print or Type Name and Title (if applicable)

5/27/2022

Date

DELIVERED

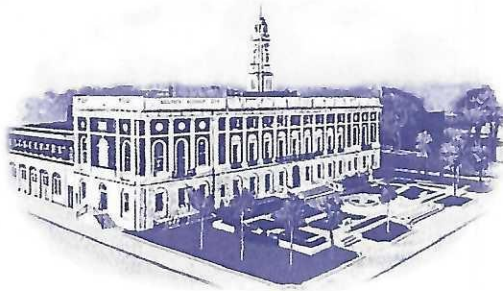
| By Mail

☐

Hand-Delivered


☐

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Tara Battistoni, Supervisor of Research, Development, and Student Testing

From: Kevin McCaffery, Director of Purchasing 

Subject: Waiver Request - Amendment to Contract with Board of Education and the College Board for PSAT/SAT Test Administration

Date: July 21, 2022

I have reviewed the information provided by Tara Battistoni, Supervisor of Research, Development, and Student Testing for Waterbury Public Schools, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

(B) (1) The amendment is consistent with the scope of the original procurement.

Therefore, it is my opinion to proceed with the amendment with the College Board.



Tara Battistoni

Supervisor of Research,
Development, and Student Testing
(203) 574-8283
tbattistoni@waterbury.k12.ct.us

July 21, 2022

Dear Mr. McCaffery,

The Department of Education seeks to amend our contract for PSAT/SAT test administration with the College Board for the 2022-2023 school year. This would be Amendment #1, as allowed by the contract CB-00030062. I have attached a copy of the contract, along with the proposed amendment, as approved by Corporation Counsel.

The amendment has been updated to extend the term for one year and increase to current costs for the assessments. The amendment amount is for \$124,546.

The department requests your written permission to amend the College Board PSAT/SAT contract to continue for the 2022-2023 school year. The College Board has previously been established as the sole source for PSAT/SAT test administration. The specific details of the amendment are consistent with the scope of services of the original contract.

Please contact me with any questions.

Sincerely,

Tara Battistoni, M.S.
Supervisor of Research, Development, and Student Testing

Requester B0261 Brophy Tiffani

USD

Requisition Number 228787 Needs Approval

Total 124546.00

Header	Miscellaneous	Lines	Template	Drop Ship	PO Bill To	User Fields	Global				
FC	Line	Item						Quantity	UOM	Unit Cost	Curr
	1	PSAT/SAT/NMSQT FIXED FEE						1.0000	EA	124546.0000	USD

Line Detail Purchasing Classes/Code Miscellaneous Line User Fields Currency Global Back Order

Item Description GRADE 9-12 SY 22-23 TEST FEE Needs Approval

Vendor Item Mult

Account 27100-2223 533000 Dist Co 1

Activity 27100222318903 300 Bill Cat

Asset Template Item Entry Code 1 Item

Requested Delivery Date Priority Create PO Y

Item Type S Cost Opt 1 Use Entered Cost Y Add comments

Service Code A Amount Alternate Item

Shreen Burt
7.26.22

Each FRC can apply for \$101,725. for 2022-23. The FRC grants require a 25% match; cash or in-kind contributions are acceptable. For 2022-23, as in previous years, with your approval, I will specify in the grant two sources of matching funds: 1) costs for fringe benefits over \$8000/school charged to the FRC grants; and 2) the use of dedicated school spaces for the FRCs at Wilson and Reed. Doreen Biolo, Chief Financial Officer, has approved the reduced fringe amount being charged to the grant again for 2022-23; actual fringe benefit costs over \$8000/school will constitute matching funds. This is, and has been in the past, critical to there being adequate funds from the grant to operate the FRC programs.

The grant applications are due to CSDE on August 31, 2022. I respectfully request your permission to apply for the 2022-23 Wilson and Reed Family Resource Center Grants. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin, Superintendent of Schools
Darren Schwartz, Deputy Superintendent of Schools/CAO
Doreen Biolo, Chief Financial Officer
Maureen Bergin, FRC District/Central Coordinator



Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

July 29, 2022

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

RE: Family Resource Center Grants 2022-23 [CSDE]

Dear President Sweeney and Education Commissioners:

The Connecticut State Department of Education (CSDE) is accepting applications for a one year “extension” grant for current Family Resource Center (FRC) grants, including those for the **Wilson and Reed FRCs**. The “extension” application process requires organizations to review and confirm their previously approved plans, provide updates, and submit a budget for FY23. If awarded an extension on the prior continuation grant (2021-22), the existing Wilson and Reed FRCs will be funded for the 2022-23 year, as another extension of the original grant which was awarded to WPS for the period 2019-2021.

This grant funds the Family Resource Centers to provide seven key FRC components:

- Early Care and Education;
- School-Age Child Care;
- Adult Education and Family Literacy;
- Family Day Care Provider Training;
- Families in Training (FIT);
- Positive Youth Development (PYD); and
- Resource and Referral Services.

The Reed and Wilson FRCs will provide these components directly, or by collaborating with other school- or community-based programs, as required by the FRC grant program.

For example, as one school-age child care element both the Wilson and Reed FRCs will refer students/families to onsite afterschool programs operating at the schools through other grants (21st CCLC program at Wilson and an Extended School Hours program at Reed). For another, Reed will offer a FRC before school program, while Wilson is working on collaborating with another grant funded before school program to which FRC students/families can be referred onsite. To facilitate early care and education participation, the FRCs will coordinate with the School Readiness Liaison for up-to-date information about preschool options to share with parents. As one adult education and family literacy element, Wilson and Reed FRCs will refer families to WPS Adult Education programs.

Each FRC can apply for \$101,725. for 2022-23. The FRC grants require a 25% match; cash or in-kind contributions are acceptable. For 2022-23, as in previous years, with your approval, I will specify in the grant two sources of matching funds: 1) costs for fringe benefits over \$8000/school charged to the FRC grants; and 2) the use of dedicated school spaces for the FRCs at Wilson and Reed. Doreen Biolo, Chief Financial Officer, has approved the reduced fringe amount being charged to the grant again for 2022-23; actual fringe benefit costs over \$8000/school will constitute matching funds. This is, and has been in the past, critical to there being adequate funds from the grant to operate the FRC programs.

The grant applications are due to CSDE on August 31, 2022. I respectfully request your permission to apply for the 2022-23 Wilson and Reed Family Resource Center Grants. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin, Superintendent of Schools
Darren Schwartz, Deputy Superintendent of Schools/CAO
Doreen Biolo, Chief Financial Officer
Maureen Bergin, FRC District/Central Coordinator



McKinney Vento Department

Shynea Pairs

#4

District Liaison to The Homeless
(203) 346-3511, Ext. 3
sparis@waterbury.k12.ct.us

Date: August 2, 2022

To: Waterbury Board of Alderman
Waterbury Board of Education

Re: Executive Summary for YMCA Before and After School Day Care – McKinney-Vento

The WPS McKinney Vento Department is seeking approval to provide WPS elementary students experiencing homelessness the opportunity to attend the Greater Waterbury YMCA's School age childcare before and after school program. The current Greater Waterbury YMCA childcare program will offer a safe and high quality environment during before and after school care services.

The goal is to provide recreational activities that include but are not limited to water safety, aquatics instruction, physical programs, child development services, day camp, team building and a myriad of health and wellness.

Our intent is to provide WPS children and families experiencing homelessness the opportunity and assistance with the cost and experience to attend the Greater Waterbury YMCA before and /or after school program during these unfortunate circumstances in their lives.

This is a one-time federal sole source funding, ARP ESSER Homeless Children and Youth (HCY) II, award period is 4/23/2021-9/30/2023.

The contract before you is in the amount of \$121,920, for the before and after school program at the YMCA of Greater Waterbury. Fee's for before care per student is \$61.00 per week. Fee for after school is \$78.00 per week.

I respectfully request approval of the proposed contract.

Yours,

Shynea Paris

cc: Rosh Maghfour, Jerry Gay

PROFESSIONAL SERVICES AGREEMENT

For

Before and After School Care

between

The City of Waterbury, Connecticut

and

The Greater Waterbury YMCA

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and The Greater Waterbury YMCA ("YMCA"), an organization located at 136 West Main Street, Waterbury, Connecticut (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City to provide before and after school care for Waterbury Public School students in the McKinney-Vento Homeless Assistance Act program; and

WHEREAS, the City selected the Contractor to provide such services; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide before and after school care for Waterbury Public School students in the McKinney-Vento Homeless Assistance Act program, including:

- On Site Before School Care Services at the YMCA from 6:30 a.m. until bus pickup, Monday through Friday, for students attending Bunker Hill, Kingsbury, Maloney, and Rotella schools
- On Site After School Care Services at the YMCA from bus drop off until 3:30 p.m. or 6:00 p.m., Monday through Friday, for students attending Regan, Bucks Hill, Maloney, Kingsbury, Carrington, Brass City Charter, Bunker Hill, Wilson, Wendell Cross, Gilmartin, and Hopeville schools
- After School Care at Chase school (serving students from Chase and Rotella) from school dismissal until 6:00 p.m., Monday through Friday
- After School Care at Gilmartin school (serving students from Gilmartin and Hopeville) from school dismissal until 6:00 p.m., Monday through Friday
- After School Care at Tinker school from school dismissal until 6:00 p.m., Monday through Friday

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 Sole Source documents (attached hereto)
- 1.1.2 YMCA proposal dated May 16, 2022 (attached hereto)
- 1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.5 All Required Licenses
- 1.1.6 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Sole Source documents
- 1.2.3 YMCA proposal dated May 16, 2022 (attached hereto)
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill,

expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on

the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time"). All work defined within the Scope of Work governing this Contract shall be completed no later than June 30, 2023.

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed One Hundred Twenty-One Thousand Nine Hundred Twenty dollars (\$121,920.00).

The compensation shall be paid in conformity with the Contractor's proposal dated May 16, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor

shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in

any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations
aggregate**

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Professional Liability Insurance: \$1,000,000.00 each claim.
\$1,000,000.00 aggregate limit**
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.3 Workers' Compensation: Statutory Limits within the State of
Connecticut: Employers' Liability:**
EL Each Accident **\$1,000,000.00**
EL Disease Each Employee **\$1,000,000.00**
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.4.4 Automobile Liability Insurance: \$1,000,000.00 Combined Single
Limit Each Accident**
Any Auto, All Owned and Hired Autos

**9.4.5 Abuse/Molestation Liability Insurance: \$1,000,000.00 each
Occurrence, \$1,000,000.00 Aggregate**
(Applicable to Contractors working directly with Youth/Minors)

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the

delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly

invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services,

equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned Procurement Waiver documents and (ii) the Consultant's proposal responding to the aforementioned Procurement Waiver documents.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: The Greater Waterbury YMCA
136 West Main Street
Waterbury, CT 06702

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than

\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: _____

Print name:

By: _____

Neil M. O'Leary, Mayor

Sign: _____

Print name:

Date: _____

WITNESSES:

THE GREATER WATERBURY YMCA

Sign: _____

Print name: Allison Pekala

By: _____

Its: Chief Executive Officer

Sign: _____

Print name: Brandi Fitzgerald

Date: _____

7/29/22

ATTACHMENT A

1. Sole Source documents (attached hereto)
2. YMCA proposal dated May 16, 2022 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)
6. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

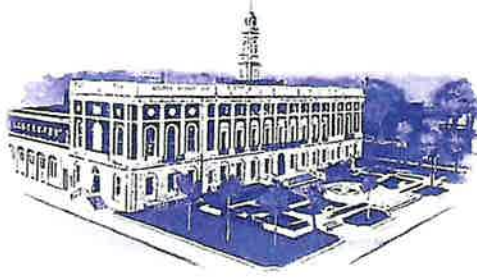
discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Shynea Paris, McKinney Vento Office – Welcome Center

From: Kevin McCaffery, Director of Purchasing *(signature)*

Subject: Sole Source for McKinney Vento Students Before and After School
Services with Greater Waterbury YMCA

Date: June 3, 2022

After review of the attached letter from Shynea Paris and other attached documents indicating that the Greater Waterbury YMCA is providing a truly unique before and after school care experience for McKinney Vento students, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



Shynea Paris
McKinney Vento Office
Welcome Center
185 South Main Street
Waterbury, CT 06706
203.346.3511 ext 3

May 31, 2022

Good Morning Kevin,

This letter is to request that Greater Waterbury YMCA be considered sole source under section 38.026 for the proposed services we are requesting including entering into a MOU (Contract) to provide before and after school services to the students under the McKinney Vento Homeless Assistance Act of Waterbury Public Schools. Great Waterbury YMCA offers a safe and high quality before and after school care services. Greater Waterbury YMCA provides: recreational activities that include but are not limited to water safety, aquatics instruction, physical programs, child development services, day camp, team building and a myriad of health and wellness programs.

Greater Waterbury YMCA is one of a kind and provides a quality program that will enhance and strengthen both the children as well as their families.

With your permission, we would like to continue to finalize the MOU (Contract) with Great Waterbury YMCA.

Thanks for your time,

Shynea Paris



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

May 16, 2022

Shynea Paris
District Liaison to Students in Transition
Waterbury Public Schools
185 South Main Street, 1st Floor
Waterbury, CT 06706

Re: McKinney Vento

Dear Ms. Paris:

It is my pleasure to provide this letter of support to the Waterbury Public Schools in its efforts to provide support of McKinney Vento students to attend the Greater Waterbury YMCA's School Age Child Care program.

The YMCA has the resources available to support opportunities for local students and can provide a safe and high quality before and after school care services to enhance and strengthen both the children as well as their families.

Please be advised, the Waterbury YMCA is a sole source provider of all encompassing enrichment and recreational activities that include but are not limited to water safety, aquatics instruction, physical programs, child development services, day camp, team building and a myriad of health and wellness programs.

The Greater Waterbury YMCA has worked collaboratively with the City of Waterbury, the Board of Education, and the Department of Public Health regarding many community wide initiatives including neighborhood revitalization, public forums and hearings, health screenings and community based health fairs, and a community wide effort to effect change across all youth serving entities.

We look forward to continuing the collaboration with the Waterbury Public Schools and will assist in any area in which we have expertise. Please let me know if there is anything further that we can do.

Sincerely,

James M. O'Rourke
CEO

Scope of Services – Before and After School Care at the Greater Waterbury YMCA

The Greater Waterbury YMCA provides before school care Monday – Friday 6:30am until bus pickup and after school care Monday – Friday from school dismissal through 6:00pm.

On Site Before School Care services are available at the YMCA from 6:30 AM until bus pick up, Monday through Friday for students from Bunker Hill, Kingsbury, Maloney, and Rotella. **Drop off will be in the Rose Hill Gym at the lower door on Park Place and Gaffney.**

On Site After-School Care services are available on-site from the bus drop off until 3:30 pm or 6:00 PM, Monday through Friday, for students attending Regan, Bucks Hill, Maloney, Kingsbury, Carrington, Brass City Charter, Bunker Hill, Wilson, Wendell Cross, Gilmartin, and Hopeville schools. Pick up is at **YMCA Rose Hill Campus, 63 Prospect St.**

The YMCA provides after-school care at Chase (serving Chase and Rotella) from school dismissal until 6:00 PM, Monday through Friday. Pick up is at Chase **Elementary School 40 Woodtick Road.**

The YMCA provides after-school care at Gilmartin (serving Gilmartin and Hopeville) from school dismissal until 6:00 PM, Monday through Friday. Pick up is at **Gilmartin Elementary 94 Spring Lake Road.**

The YMCA provides after-school care at Tinker serving Tinker Students from school dismissal until 6:00 PM, Monday through Friday. Pick up is at **Tinker Elementary 809 Highland Ave.**

The weekly cost for before care per student is \$61.

The weekly cost for after care per student is \$78.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

School Readiness

(Service or Commodity Covered by Contract)

09/01/2021-6/30/2022

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

2022 21st Century Programming – 7 sites

(Service or Commodity Covered by Purchase Order)

1/15/2022

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)

Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with
Financial Interest

X

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

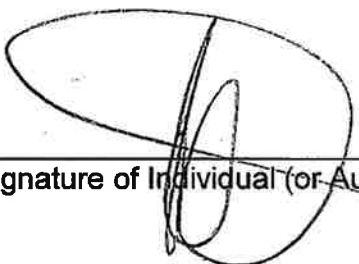
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Waterbury Young Men's Christian Assoc
(Name of Organization)


Signature of Individual (or Authorized Signatory)

4/22/22
Date

James M. O'Rourke, CEO
Print or Type Name and Title

DELIVERED | By Mail ☐ Hand-Delivered ☐

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Waterbury Young Men's Christian Assn.
136 West Main Street
Waterbury, CT 06702

Print Name and Title of Authorized Representative:

James M. O'Rourke, CEO

Signature of Authorized Representative:

Date: 4/22/22

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: _____

County of New Haven

James M. O'Rourke, Chief Executive Officer, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Chief Executive Officer** of Waterbury Young Men's Christian Assn. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

N/A The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Vernon Proctor	President	YMCA Board of Directors	N/A	2/6/61
2 Charles Oman	Vice President	YMCA Board of Directors	N/A	9/27/51
3 Adam Simonsen	Vice President	YMCA Board of Directors	N/A	12/29/76
4 Michael O'Connor	Secretary	YMCA Board of Directors	N/A	3/7/66
5 Jackie Caulfield	Treasurer	YMCA Board of Directors	N/A	8/3/64

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the

CITY OF WATERBURY**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 Vernon Proctor	President	2/6/61	N/A
2 Charles Oman	Vice President	9/27/51	N/A
3 Adam Simonsen	Vice President	12/29/76	N/A
4 Michael O'Connor	Secretary	3/7/66	N/A
5 Jackie Caulfield	Treasurer	8/3/64	N/A

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Waterbury Young Men's Christian Assn aka Greater Waterbury YMCA	State of Connecticut	136 W. Main St/ 63 Prospect St, Waterbury CT 06702
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)
My Commission Expires: _____

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For Corporation

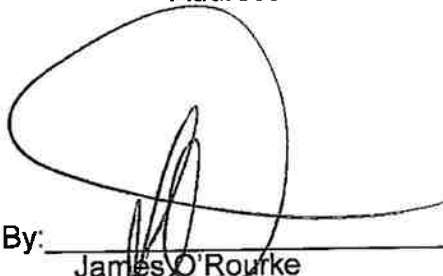

Witness

James O'Rourke
Name of Corporate Signatory

136 West Main Street, Waterbury,
CT 06702

Address of Business

Affix
Corporate
Seal

By: 
James O'Rourke

Its: Chief Executive Officer
Chief Executive Officer

State of Connecticut)


) SS

County of New Haven)

James M. O'Rourke being duly sworn,

deposes and says that he/she is Chief Executive Officer of Waterbury Young Men's
Christian Assc. and that he/she answers to the foregoing questions
and all statements therein are true and correct.

Subscribed and sworn to before me this 27th day of April 2022.


(Notary Public)

My Commission Expires: 6-30-2024

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 5/3/2022

To: Jerry Gay
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following is not delinquent.

Young Men's Christian Association of Waterbury (YMCA)
Vernon Proctor
Charles Oman
Adam Simonsen
136 West Main St.
Waterbury, CT

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NCO/wmf

Nancy J Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury



MEMORANDUM

TO: Board of Education
Board of Alderman

FROM: Melina Rodriguez, Supervisor of Special Education assigned to Pupil Services and
Nyree Toucet, Director of College and Career Readiness

DATE: July 28, 2022

RE: Executive Summary

EXECUTIVE SUMMARY

The Department of Education requests to enter into a contract with Second Step Program by Committee for Children for the purposes of providing an Social Emotional Learning (SEL) curriculum on a digital platform for staff (SEL for Adults) and students (Grades K-8) to teach staff and students the skills they will need to problem solve, create and maintain healthy relationships, have empathy for others, and manage their own emotions. The estimated cost is \$327,362.62.

This agreement was initiated under the Request for Proposal Process (RFP # 7274). There were nine proposals for this project. The provider was chosen unanimously by the District SEL Committee tasked to assist with writing the Scope of Services in this RFP for its ability in the following criteria:

1. Experience and expertise in regard to providing the types of services as those outlined in the Scope of Services in this RFP.
2. A proposer with a proven track record in providing these types of services for districts similar to Waterbury Public Schools.
3. Knowledge of Federal and State laws and regulations governing the services outlined in the Scope of Services.
4. Possess a robust system of services that can accommodate our student's needs to see a positive impact of consistency and effectiveness.
5. Professional learning for all staff regarding the use of the curriculum and platform, effectiveness of a collaborative effort and implementation within schools.

The term of the contract is upon signature of the parties and will continue until June 2025. The project is being funded up front, in one lump sum for the three years by the Department of Education's ESSER ARP grant.

Attached for your review and consideration is the proposed contract, an affidavit of Disclosure and Certification, and a tax clearance form for Second Step Program by Committee for Children..

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7274

For
Social Emotional Learning Curriculum and Professional Development
between
The City of Waterbury, Connecticut
and
Committee for Children

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and COMMITTEE FOR CHILDREN, located at 2815 2nd Avenue, Suite 400, Seattle, Washington, a State of Washington not-for-profit corporation (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7274 for a three year contract for Social Emotional Learning Curriculum and Professional Development for grades pre-kindergarten through grade 12 with related materials, equipment, supplies and professional learning as those may apply; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 7274; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions

or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1. The Project consists of and the Contractor shall provide a three year contract for Social Emotional Learning Curriculum and Professional Development for grades pre-kindergarten through grade 12 with related materials, equipment, supplies and professional learning as those may apply, including but not limited to the following:
 1. Include the five core competencies of SEL, as defined by CASEL: self-awareness, self-management, responsible decision-making, relationship skills, and social awareness.
 2. Enhance the Waterbury Public School district's Portrait of a Graduate.
 3. Include evidenced-based and tiered interventions for all students, supplemental to the core curricula.
 4. Include resources that support the teaching and learning of students needing enrichment and acceleration.
 5. Allow for flexibility in meeting the needs of a wide range of students and include accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.
 6. Include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion, and people with disabilities.
 7. Assist with creating a culture of trust and engagement.
 8. Provide students with developmentally appropriate strategies to be able to regulate their own emotions.
 9. Provide students the tools to better achieve goals.
 10. Encourage and provide guidance for students to develop their own voice.
 11. Include progress monitoring tools, assessments, data collection or other means by which to meaningfully assess student progress.
 12. Include tools, resources, and documents in multiple languages, including but not limited to Spanish, that provide parents/guardians and others with necessary resources to provide transparency into the curriculum and to provide support to social-emotional learning at home or outside the school setting.
 13. Provide digitally available student-facing, teacher-facing, and parent/guardian-facing materials and resources.
 14. Include digital learning platforms and hard-bound print formats.
 15. Include materials to use during an extended school year of instruction or district summer programs.
 16. An outline of professional development sessions, and support tools to ensure that teachers are able to implement the SEL curriculum over a three-year period of time. Services should include consultation, facilitation, writings, coaching and presentation of professional development sessions or other options to support staff training and implementation both in-person and web-

based. The professional development should provide staff with high quality student engagement training.

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's solicitation documents, RFP No. 7274 (attached hereto)

1.1.2 Contractor's Cost Proposal (attached hereto)

1.1.3 Contractor's Response to RFP No. 7274 (attached hereto)

1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

1.1.5 Certificates of Insurance, incorporated by reference

1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

1.1.7 All Required Licenses

1.1.8 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Contract document.

1.2.2 Contractor's Cost Proposal (attached hereto)

1.2.3 Contractor's Response to RFP No. 7274 (attached hereto)

1.2.4 The City's solicitation documents, RFP No. 7274.

1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and

all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the

Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall

such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminate June 30, 2025, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed Three Hundred Twenty-Seven Thousand Three Hundred Sixty-Two dollars and Sixty-Two cents (\$327,362.62).

The compensation shall be paid in conformity with the Contractor's Cost Proposal, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein. The digital programs delineated in the Cost Proposal shall be invoiced and paid for in one (1) lump sum amount. The Bullying Protection Unit materials and the Child Protection Unit materials shall be ordered by the City as needed and will be invoiced as ordered.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any

other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7274 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (iii) enforcement action or any claim for breach of the Contractor duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits

payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

Additional Insured Language: The City of Waterbury and its Board of Education are listed as additional insured on all policies except Workers Compensation and Professional Liability. All policies shall include a waiver of subrogation.

9.5. **Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. **Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. **Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least

thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any

person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has

testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the

foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7274** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7274**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Committee for Children
2815 2nd Avenue, Suite 400
Seattle, WA 98121-3207

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than

\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: _____

By: _____

Print name:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

COMMITTEE FOR CHILDREN

Sign: _____

By: _____

Print name:

Its: _____

Sign: _____

Date: _____

Print name:

ATTACHMENT A

1. The City's solicitation documents, RFP No. 7274 (attached hereto)
2. Contractor's Cost Proposal (attached hereto)
3. Contractor's Response to RFP No. 7274 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal, State and local statutes, regulations, charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

REQUEST FOR PROPOSAL
#7274
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Social Emotional Learning Curriculum and Professional Development

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a vendor to provide a Social Emotional Learning (SEL) curriculum that is current, evidence-based, relevant, and includes appropriate materials aligned with Collaborative for Academic, Social, and Emotional Learning (CASEL) that effectively supports teaching and learning of all learners, grades PreK-12. In addition, we are seeking professional development to train all school staff members to successfully and effectively implement the SEL curriculum in the classrooms, provide easy-to-understand resources for parents/guardians and be translated into multiple languages.

This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021.

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency.

This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

A listing of Federal Requirements and Representations that the Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7274 package.

A. Background and Intent

The purpose and intent of issuing this Request for Proposal (RFP) is to ensure that the above-mentioned vendor, curriculum materials, and approaches are culturally responsive; include students with disabilities and diverse learning needs; and students in need of additional intervention. Ultimately the goal is to increase student achievement, social-emotional growth, and ensure college and career readiness in order to prepare students to be successful in school and beyond, as indicated by the district's portrait of the graduate. The curriculum should include a data collection tool that will support school-improvement planning and fidelity of implementation.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. A minimum of 5 years of experience and expertise with creating social and emotional learning (SEL) curricula which are researched based and proven

- effective for students (Pre-k through Grade 12) enrolled in an urban school district.
2. A proven track record of successfully providing these types of or similar materials and services to public school districts similar to the Waterbury Public School district.
 3. Knowledge of federal and state laws and regulations governing the materials and services outlined in the scope of services.
 4. A minimum of 5 years of experience in implementing the social and emotional learning curriculum with school staff, and with students of varying ability and emotional levels from pre-k through grade 12.
 5. Experience in aligning and imbedding the curriculum in academic classes and familiarity with content areas.
 6. Aligning the curriculum with existing systems including, but not limited to district policies, de-escalation strategies, Positive Behavioral Intervention and Support (PBIS), and Restorative Practices used by the Waterbury School district.
 7. Experience with providing an SEL Curriculum and high quality professional development to school districts with multiple options for delivery, inclusive of in-person or virtual instruction.
 8. An online data management system which will safely track and hold data that is confidential.
 9. An online curriculum and training component which works with Waterbury supports and content on Google Drive and via Google Classroom and also KAMI.

C. Scope of Services

The curriculum must:

1. Include the five core competencies of SEL, as defined by CASEL: self-awareness, self-management, responsible decision-making, relationship skills, and social awareness.
2. Enhance the district's [Portrait of a Graduate](#).
3. Include evidenced-based and tiered interventions for all students, supplemental to the core curricula.
4. Include resources that support the teaching and learning of students needing enrichment and acceleration.
5. Allow for flexibility in meeting the needs of a wide range of students and include accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.
6. Include culturally relevant materials and culturally responsive teaching and instructional practices that are inclusive of a variety of cultures and ethnicities and are free from bias in the portrayal of ethnic groups, gender, age, cultures, religion, and people with disabilities.
7. Assist with creating a culture of trust and engagement.

8. Provide students with developmentally appropriate strategies to be able to regulate their own emotions.
9. Provide students the tools to better achieve goals.
10. Encourage and provide guidance for students to develop their own voice.
11. Include progress monitoring tools, assessments, data collection or other means by which to meaningfully assess student progress.
12. Include tools, resources, and documents in multiple languages, including but not limited to Spanish, that provide parents/guardians and others with necessary resources to provide transparency into the curriculum and to provide support to social-emotional learning at home or outside the school setting.
13. Provide digitally available student-facing, teacher-facing, and parent/guardian-facing materials and resources.
14. Include digital learning platforms and hard-bound print formats.
15. Include materials to use during an extended school year of instruction or district summer programs.
16. An outline of professional development sessions, and support tools to ensure that teachers are able to implement the SEL curriculum over a three year period of time. Services should include consultation, facilitation, writings, coaching and presentation of professional development sessions or other options to support staff training and implementation both in-person and web-based. The professional development should provide staff with high quality student engagement training.
17. Respondents should provide sample materials to examine evidence relative to requirements of the RFP. If the respondent will be providing access to downloadable materials for copy and use by the Waterbury Public Schools, or the use of licenses or subscriptions to access online materials or software, this should be specified in the RFP submission.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from the date an Agreement is signed and will remain in full force and in effect through June 2025.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on May 13, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by May 17, 2022, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by Melina Rodriguez, Supervisor of Special Education assigned to Pupil Services.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of **(number)** days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and 1 paper copy of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on May 27, 2022**. **Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in

Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
 - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.
2. Experience, Expertise and Capabilities
 - a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
 - b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
 - c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
 - b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
 - c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.
4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
- 6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
- 7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the

selection process, which invitations for interviews may involve a short-listing of the proposals received.

K.Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L.Federal, State and Local Employment Requirements NOT APPLICABLE

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. State DAS Requirements for Construction Projects NOT APPLICABLE

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named

Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

Five (5) Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

May 17, 2022

RFP 7274 Social Emotional Learning Curriculum and Professional Development

Please refer to the questions and answers below.

QUESTION	RESPONSE
Would the City of Waterbury consider an Early Childhood SEL curriculum with associated professional development, or are you only interested in a K-12 offering?	We are open to the possibility for an Early Childhood SEL curriculum.
Just want to confirm the certificate of insurance is not needed until contract award. Is that correct?	Yes, correct.
Do you anticipate awarding a single vendor, or multiple vendors?	We anticipate there can be multiple depending the age level they may serve.
Will you accept and consider a K-8 proposal?	Yes.
Is it okay to submit a bid for only 6-8 and 9-12 curriculum?	Yes.
Is there a preference for a digital SEL program?	Per the RFP, the curriculum must include digital learning platforms and hard-bound print formats.
Does the district have a current SEL	No.

Are vendors allowed to submit alternative proposals that they feel would best meet the needs of the RFP?	No.
Are you currently working with any other vendors for this project? If so, can you share?	No.
Who is the Office of Primary Responsibility?	Pupil Services.
What roles will be included in the professional development?	Unknown.
How many teachers will participate in the professional development?	This would be based on the curriculum(s) chosen.
How many principals will participate in the professional development?	This would be based on the curriculum(s) chosen.
How many district leaders will participate in the professional development?	This would be based on the curriculum(s) chosen.
Does the district have instructional coaches? If so, how many will participate in the professional development?	This would be based on the curriculum(s) chosen.
Does the professional development include coaching or training only?	This would be based on the curriculum(s) chosen.
If training only, can vendors propose an opportunity for follow-up coaching?	This would be based on the curriculum(s) chosen.
How many schools will participate in the professional development?	This would be based on the curriculum(s) chosen.
Is the district open to a customized approach to SEL curriculum implementation outside of a prescribed SEL curriculum?	Per the RFP, we are looking for an evidenced-based approach with tiered interventions for all students, supplemental to the core curricula and include the five core competencies of SEL, as defined by CASEL.

Per section E, Insurance, are vendors required to submit a COI with the proposal, or upon award?	Upon award.
We are working remotely; do you accept electronic signatures?	Yes.
In section I, 2.B., Summary of Relevant Experience; we have worked with more than 100 districts in the last three years; do you require that we list all 100, or an excerpt?	Per the RFP, we require a proven track record of successfully providing these types of or similar materials and services to public school districts similar to the Waterbury Public School district. Therefore, we require a list of districts that are similar to WPS.
What role does/will the City play in the professional development?	This would be based on the curriculum(s) chosen.
In section I, 4. Cost Schedule, you request hourly rates; our services are priced at a daily rate; do you accept daily rates in the cost schedule, or do you need them broken down to hourly rates?	Yes; daily rates are accepted.
What is the anticipated date for the work to commence?	August 2022.
Does the district have a current coaching model the follow? If so, can you share?	No.

Does the district prefer professional development is performed on-site, virtually, or in a hybrid?	An outline of professional development sessions, and support tools to ensure that teachers are able to implement the SEL curriculum over a three year period of time. Services should include consultation, facilitation, writings, coaching and presentation of professional development sessions or other options to support staff training and implementation both in-person and web-based. The professional development should provide staff with high quality student engagement training.
How many students does this scope of work apply to?	This would be based on the curriculum(s) chosen.
How many students are in the district?	Nearly 19,000 students.
Can you share the budget?	No.
What is the funding source?	ESSER II.
Our SEL resources targets grades 6 – 12, however we have our For Educators curriculum curation tool that provides the tools to teachers to reach pre 6th grade level with SEL support in which teachers would have to generate their own assessment. Would this be of interests to the district for elementary or can we only submit for the grades 6 – 12?	Please submit a curriculum that includes progress monitoring tools, assessments, data collection or other means by which to meaningfully assess student progress with an outline of professional development sessions, and support tools to ensure that teachers are able to implement the SEL curriculum.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

**City of Waterbury, CT
Department of Education
Social Emotional Learning Curriculum and Professional Development**



Permanent Main Office Address:

**2815 2nd Avenue, Suite 400
Seattle, Washington 98121-3207**

Phone: (800) 634-4449 x1 / (206) 343-1223

Fax: (206) 343-1445

cfchildren.org | secondstep.org



Second Step

Social-Emotional Learning (SEL) Curriculum

Jackie Mahedy

Senior Education Partnerships Manager

(800) 634-4449 x 6556 | (206) 438-6556

jmahedy@cfchildren.org



Thank you for the opportunity to submit the enclosed overview of Second Step social-emotional learning programs, for City of Waterbury Department of Education's RFP Social Emotional Learning Curriculum and Professional Development.

For more than 40 years, Committee for Children has championed the cause of educating the whole child through advocacy, leadership in the field, and creating social-emotional learning and child safety programs. Today, our Second Step programs reach over 20.5 million children each year and are taught in 30 percent of all schools within the United States. More than just a classroom curriculum, Second Step takes a holistic approach to creating a more empathetic society by providing educators, parents, and the larger community with tools to take an active role in the social-emotional growth and safety of children.

We are committed to providing well-designed, research- and evidence- based SEL curricula that promotes students' social and emotional wellbeing and safety, while addressing behavioral and learning difficulties and integrating into systems of support. We are also committed to providing high-quality professional learning to support implementation throughout the life of the program and to strengthen educators' abilities to teach programs that support mental health and emotional wellness. Committee for Children is ever-responsive to the needs of schools – but especially during the COVID-19 pandemic, we are working diligently and creatively to respond to the changing landscape of teaching social-emotional learning and prevention programs both in classrooms and at home.

By providing tools and resources that strengthen relationships, increase safety, and provide support, the Second Step program helps transform schools into supportive and successful learning environments, whether in-person or virtual, that are uniquely equipped to help children thrive.

Trial access information is included; please let me know if you would like additional materials for evaluation.

Sincerely,

Jackie Mahedy, Senior Education Partnerships Manager

Direct: 206-438-6556

Toll Free: 800-634-4449, ext. 6556

jmahedy@cfchildren.org



BROUGHT TO YOU BY



Table of Contents

Proposer Information	4
Experience, Expertise, Capabilities	7
Statement of Qualifications and Workplan	10
Second Step K-8 Digital Program Features	11
Portrait of a Graduate	11
Family and Community Engagement	11
CASEL Transformative SEL and Other Alignments	12
Culturally Responsive and Linguistically Diverse	12
Amplifying Student Voice and Promoting Identity Development	13
Extended Session/Learning Extension and Lesson Flexibility	14
Reintroduction of Mind Yeti	15
Professional Development	15
Explicit Instruction and SAFE Program Design	16
Integrated into Academics and the School Day	16
Program Target Population and MTSS Alignment	16
Teaching Support	17
Digital and Hardbound Materials	17
Program Evaluation and Assessment	17
Data management and Program Integration to Google, KAMI	17
Research- and Evidence-Base	17
Second Step Elementary Digital (K-5)	20
Second Step Middle School (Grades 6-8)	23
Second Step Classroom Kits	26
Second Step Elementary Classroom Kits (K-5)	26
Bullying Prevention Unit (K-5)	26
Child Protection Unit (PreK-5)	26
Second Step Out-of-School Time (K-5)	27
Second Step SEL for Adults (K-12)	28
Cost Schedule	34
Information Regarding: Failure to Complete Work, Default and Litigation	34
Exceptions and Alternatives	34
Additional Data	35
Trial Program Access	35
Attachment A	
Attachment C	
(Attachment D not necessary)	
Terms of Use, License Agreements and Data Processing Addenda	
Supporting Second Step Program Materials	

Proposer Information

Committee for Children

2815 Second Avenue, Suite 400
Seattle, WA 98121

Committee for Children is a global 501(c)3 nonprofit, dedicated to fostering the safety, well-being, and success of children for more than 40 years. As the world's largest provider of research-based social-emotional learning (SEL) curricula, as well as programs for in- and out-of-school that prevent bullying and sexual abuse, Committee for Children is helping to create a world in which the whole child is not only nurtured but celebrated. Each year, Committee for Children's Second Step® family of programs are utilized by 20.5 million students across 30,000 schools, and in more than 70 countries worldwide.

Historical Background

Founded by two researchers from the University of Washington in 1979, more than four decades later Second Step continues the tradition of using the best research in the field to develop and continuously improve programs that are student-centered, research- and evidence-based, and structured with the needs of educators, schools, and districts in mind.

Why is the program called Second Step? The very first curriculum Committee for Children introduced in 1981 was designed to protect children from sexual abuse, an issue not widely discussed at the time. It was a landmark and transformational program that was the *first step* in protecting children from abuse. The success of that curriculum led to the creation of the Second Step® family of programs that are the *second step*: curricula helping children succeed in school and life, helping to prevent them from becoming perpetrators of abuse.

Principal Staff of Committee for Children

Andrea Lovanhill, Executive Director

Andrea has played a pivotal role at Committee for Children for over a decade. She joined the organization in 2007, and has served as Committee for Children's Vice President of Marketing and Client Relations, a role critical to our commitment to positively and equitably transform the social-emotional well-being of 100 million children annually by 2030. Andrea received her master's degree in communications in digital media from the University of Washington.

Mary Brodd, General Counsel

Prior to joining Committee for Children, Mary served as chief or deputy legal officer at technology companies Intermec, Inc., AT&T, and Spacelabs Healthcare. Her practice included general business and intellectual property matters, and more recently, public company compliance and board governance. Mary received her bachelor's degree from Central Washington University and her law degree from New York University. She is a Certified Corporate Governance Professional and longtime member of the Society for Corporate Governance. Mary has also volunteered time as pro bono counsel to nonprofits and micro-enterprises through Communities Rise.

Loretta Corwin, Interim Chief Financial Officer

As interim CFO, one of Loretta's top goals is to help cultivate an equitable environment where employees can learn from mistakes, reflect, and succeed as individuals. Loretta earned bachelor's and master's degrees in accounting from Westminster College, as well as a master's in international management from Thunderbird School of Global Management. Before joining Committee for Children, she held finance positions at a variety of companies, including General Motors, Starbucks, and the Seattle Cancer Care Alliance.

Regi Dennis, Vice President of Marketing and Client Relations

Prior joining Committee for Children in 2021, Regi most recently served as vice president of marketing for TCS Education System in Chicago. Regi received a marketing degree from Columbia College followed by a master's degree in integrated marketing from Roosevelt University, both in Chicago.

Mia Doces, Vice President of Innovation

Mia spent a decade gaining insight into the barriers kids face when it comes to learning, and developed a particular interest in bullying prevention, while serving as a teacher and counselor in Seattle Public Schools. While she was as senior program designer and media specialist at Committee for Children, Mia played an integral part in creating our social-emotional learning (SEL) and anti-bullying curricula and trainings. Today she is at the helm of Committee for Children's Innovation Lab, exploring new avenues for broadening the organization's impact through SEL both in and outside the classroom, from conceptualizing a smart toy to help kids self-regulate to driving partnerships with like-minded organizations such as the Public Broadcasting System (PBS). Mia received her bachelor's degree in English literature from Vassar College and a master of education from Western Washington University. She has worked on state- and national-level youth initiatives, having served on the Washington State legislative anti-bullying work group and advised organizations from Sesame Workshop to the Born This Way Foundation. From 2007–2011 she co-chaired Prevention Works in Seattle, a Drug-Free Communities coalition, and in 2011 also received the CINE Golden Eagle Award for her work on the Second Step music video series.

Koua Franz, Chief Strategy Officer

Koua emigrated to the United States in the early 1980s as part of the Hmong refugee resettlement and learned firsthand about the inequities that existed in education and community systems. She credits her culture's ethos for the resilience to successfully navigate academic and cultural challenges in her formative years. Today, Koua is an entrepreneur, philanthropist, and innovator—and Committee for Children's first chief strategy officer. With experience in education, philanthropy, and nonprofit sectors, Koua's nearly two decades of executive leadership in supporting and developing strong teams, building leadership capacities, and designing and creating learning organizations have positioned her well to join our growing organization.

A champion of equity and access for underserved children and communities, Koua has been recognized by CASEL for excellence in expanding the practice of SEL, notably in her role as chief of staff to the superintendent at the Sacramento City Unified School District, where she oversaw the districtwide

implementation of SEL curriculum, including Second Step. Koua has a master's in public administration from National University and a bachelor's degree in psychology from University of the Pacific.

Tia Kim, PhD, Vice President of Research, Education, and Impact

Tia is a driving force of our organization's efforts to continually gather information about implementation fidelity, advance the evaluation process, focus on continuous improvement and learning, and promote partnerships within the field. She considers these factors essential to carrying out our mission of advancing the safety and well-being of children through social-emotional learning (SEL) and helping us increase our impact to reach our goal of positively and equitably transforming the social-emotional well-being of 100 million children annually by 2030. Tia received her doctorate in developmental psychology at the University of California, Riverside, and completed three years of post-doctoral training at the Academic Center of Excellence on Youth Violence Prevention, where her research focused on the etiology and prevention of youth violence and aggression. Before joining Committee for Children, she served as an assistant professor in the department of human development and family studies at Penn State Brandywine.

Kelsie Longbrake, Interim Chief Operating Officer

Kelsie first joined Committee for Children in 1998 as part of the Finance Department, and since then has held over a dozen roles within the organization. In March 2022, she stepped into the role of interim chief operating officer, a position that utilizes her background in finance, operations, and human resources to assist in innovative and transformative strategic planning. Kelsie holds a bachelor's degree in accounting from City University of Seattle.

Shauna McBride, Vice President of Public Relations and Communications

Shauna McBride is a seasoned journalist and communications professional with more than 15 years of public relations and media experience. As Committee for Children's vice president of public relations and communications, Shauna is responsible for overseeing internal and external communications efforts in support of extending the organization's brand influence and thought leadership. She also works to grow the organization's advocacy communications and lead key initiatives and campaigns, including developing diversity, equity, and inclusion strategies. Before joining CFC, Shauna was director of communications for Seattle Reign FC, where she developed internal and external communication strategies to drive awareness and affinity for the National Women's Soccer League startup. She holds a bachelor's degree in communication from the University of Washington and is a longtime member of the Public Relations Society of America (Puget Sound Chapter) and the Association for Women in Communications (Seattle Chapter).

Jordan Posamentier, Vice President of Policy and Advocacy

Jordan was our first director of policy and advocacy and is now our vice president of policy and advocacy. Before joining Committee for Children, Jordan was a New York City public school teacher, the legislative counsel to the California Judges Association, the director of legislative analysis at StudentsFirst, and the deputy policy director at the University of Washington's Center on Reinventing Public Education. Jordan earned his JD from the University of Houston, his MS in education from Queens College (CUNY), and his BA in human ecology from College of the Atlantic.

Polly Stansell, Vice President of Product

As a teacher, Polly Stansell saw firsthand the benefits of kids feeling safe and developing positive relationships with peers and adults, and firmly believes social-emotional skills play a vital role in education. Polly joined the organization in 2018 as our first vice president of Product. She is responsible for product vision and strategy, ensuring the tools we develop are impactful and engaging for kids, educators, and families alike. Polly earned her bachelor's degree in elementary education from Westminster College, and later, intrigued by how technology could be used in the classroom in the pursuit of learning, her master's degree in educational technology at San Diego State University. For more than two decades she has worked to develop products that effectively utilize technology in the education space, most recently as senior vice president of strategy & product development at Voyager Sopris Learning and senior director of digital learning solutions at McGraw-Hill Education. A member of numerous industry-related organizations, Polly has also served as a board member and on the strategic council for the Partnership for 21st Century Skills and worked on the Corporate Advisory Council for Excellence in Education.

Experience, Expertise, Capabilities**Philosophy Statement and Primary Business Focus**

Committee for Children is a global 501(c)(3) nonprofit located in Seattle, Washington, dedicated to fostering the safety, well-being, and success of children since its founding in 1979. Our work is guided by our vision of safe children thriving in a just and peaceful world, a world we help to create through our focus on promoting social-emotional skills and keeping children safe from violence and abuse. Visit our [Priorities](#) page to learn more.

Summary of Relevant Experience**Experience in Large Urban Districts**

Committee for Children has long-term partnerships and wide-spread program implementation with over 30,000 schools in the U.S., including two of the largest school districts, Los Angeles Unified School District and Chicago Public Schools. We have worked in both Chicago and LAUSD for more than two decades, serving diverse student groups in terms of primary language, cultural background, and learning needs, providing robust support for onboarding and program implementation over time. Committee for Children also has long-term partnerships with several other exceptionally large districts such as Hillsborough County and Orange County school districts in Florida.

Projects within the Last Three Years

Second Step programs are utilized in more than 30,000 schools each year, with more than 14,000 school districts currently using Second Step K-8 Digital curricula, introduced in 2021.

Sample of Connecticut Partnerships:

Hartford Public Schools

Hartford Public Schools
330 Wethersfield Ave
Hartford, CT 06114

Erin Doyle, MTSS District Coach
Phone Number: 860-695-8000

Services Provided: Second Step K-8 Digital Licenses

Transitioned from a counselor-led implementation with Elementary Classroom Kits (K-5) to teacher-led K-8 Digital in 2021, implementing across all Elementary and Middle Schools. We have partnered with the district since 2018. Implementation was completed within contract timeframe, and as quoted.

New Haven Public Schools

New Haven Public Schools
54 Meadow Street
New Haven, CT 06519

Monica Abbott, SEL Learning Coach
Phone Number: 475-220-1000

Services Provided: Second Step K-8 Digital Licenses

Transitioned from a few schools implementing with the Elementary Classroom Kits to teacher-led K-8 Digital in 2021, implementing across all Elementary and Middle Schools. They also are implementing the Bullying Prevention Unit in K-5, as well as the Early Learning program in some of their schools. The district has renewed their license subscriptions for 22/23 school year. We have partnered with the district since 2016. Implementation was completed within contract timeframe, and as quoted.

Norwalk Public School District

Norwalk Public School District
125 East Avenue
Norwalk CT 06852

James Martinez, Director of School Counseling
Phone Number: 203-854-4001

Services Provided: Second Step K-8 Digital

We have partnered with the district since 2018. Norwalk Public School District transitioned from a handful of schools implementing with the Elementary Classroom Kits to teacher-led K-8 Digital in 2021, implementing across all Elementary and Middle Schools with a 5-year license subscription. Once funding is in place, the district is planning on implementing SEL for Adults districtwide. Implementation was completed within contract timeframe, and as quoted.

The costs for each project align with the pricing outlined on the separate Cost Proposal.

Personnel Listing

Service Provision and Dedicated Personnel

Committee for Children has extensive experience with the roll-out, implementation, and long-term support of some of the largest school districts in the country. The Education Partnerships team manages the implementation and provision of services to districts, partnering closely with the Client Success and Support team. A dedicated Education Partnerships team member, Jackie Mahedy, will oversee and work directly with district leadership on a customized, detailed implementation plan. Jackie is supported by Kate Tovias, Regional Manager, and Jennifer Sanderlin, Development Manager. Working closely with Jackie is a dedicated Client Success Manager, Bonnie Andreason. Bonnie's role is to ensure the successful implementation of Second Step programs within districts and schools.

Jackie Mahedy, Senior Education Partnerships Manager

With a background working for regional and national nonprofits, Jackie Mahedy joined Committee for Children in 2020 Focused on the northeastern United States, Jackie provides program guidance, resources, strategies, and support to schools and districts implementing the Second Step® family of social-emotional learning (SEL) programs. She has a bachelor's degree in sociology and public health from Boston University.

Kate Tovias, Education Partnerships Regional Manager

Kate Tovias brings a teacher's perspective to her work with districts, schools, and organizations throughout the northeast United States. Prior to joining Committee for Children in 2014, she was an academic intervention specialist and long-time elementary and middle school teacher. Kate has two bachelor's degrees: one from Seattle University in psychology and one from Central Washington University in elementary education. She is also certified in leadership and management from Cornell University.

Bonnie Andreassen, Client Success Manager

Bonnie Andreassen joined Committee for Children in 2019, and helps school leaders successfully implement our Second Step® family of social-emotional learning (SEL) programs. This involves training, consultation, and providing the right resources at the right times, whether through a webinar, an engagement tool, or a custom training session to help districts and schools meet their goals. As a former teacher prior to transitioning to a career in tech, Bonnie combines her background and skills in both education and cloud-based software. She has a bachelor's degree from Westmont College and a master's degree in education from Azusa Pacific University.

Additionally, ongoing technical and program support is available through our Client Support Team of eight, several of whom have a decade or more of experience at Committee for Children, helping schools and teachers practice Second Step in their classrooms. Our knowledgeable Client Support Team is available from 6 a.m. to 4:30 p.m. Pacific time Monday through Friday via email (support@secondstep.org) and by phone at (800) 634-4449.

Conflict of Interest

Committee for Children is not aware of any current or potential conflicts of interest.

Statement of Qualifications and Workplan

Qualifications and Capabilities

Committee for Children is the largest producer of research-based social-emotional learning curricula. Decades of research show the positive effects of universal social-emotional learning (SEL) programs for children. The consistent use of research-based strategies and common language teaching SEL can directly and personally benefit students, educators, and families, but it also can have a profound positive impact on school climate and communities. Schools that focus on positive school climate find that it is one of the most effective ways to address classroom disruptions, challenging behavior, student safety and bullying. At the same time, focusing on SEL helps increase school connectedness and academic achievement, promote inclusivity, build relationships, and reduce teacher stress.

There's also broad recognition that benefits for students are even greater when children experience SEL throughout their day, across environments, and throughout developmental stages. When implemented holistically, SEL can build stronger communities and support inclusive, equitable learning. In our programs and when working with Committee for Children, you will notice our commitment to making it easy for educators to support students' social-emotional development with confidence, with guidance, and with excellent comprehensive tools.

The Second Step® family of programs includes:

- Second Step® Early Learning Classroom Kits (PreK) Released 2011
- Second Step® Elementary Digital (K-5) Released 2021
- Second Step® Elementary Classroom Kit (K-5) Updated 2011
- Second Step® Bullying Prevention Unit (K-5) Updated 2014
- Second Step® Child Protection Unit (PreK-5) Updated 2015
- Second Step® Middle School Digital (6-8) Updated 2020
- Second Step® Out-of-School Time (K-5) Released 2020
- Second Step® SEL for Adults (K-12) Released 2021

Described in this section are the Second Step programs that align with the requests put forth in the RFP. The **Program Features** section offers specific information and features requested by the City of Waterbury, Department of Education.

Second Step® K-8 Digital Programs

Built on the success and evidence of the Second Step Elementary Classroom Kits (2011) and Second Step Middle School Program (2008), the brand new **Second Step Elementary Digital** (released in March 2021) and **Second Step Middle School Digital** (updated 2021) are universal, online curricula for classroom instruction designed to support the development of students' social-emotional competence, foster a safe and supportive school climate, teach specific skills and strategies to build positive relationships with peers and adults, and includes activities that develop and reinforce social-emotional skills that support students' success in school and life.

The Second Step digital SEL programs are **teacher-led, digitally delivered** curricula that provides new ways to engage children in authentic and active social-emotional learning. As a web-based social-emotional learning curriculum, Second Step provides consistency and equitable access from classroom to classroom, and from campus to campus across the district benefiting both students and teachers. Its digital format also enables our team to provide continuous improvement based on up-to-date research and program user feedback.

The new and updated 2021 Second Step programs are offered as a convenient **K-8 Schoolwide Subscription for 1-year, 3-years, or 5-years**. Each license aligns to a single school and provides all content K-8 for an unlimited number of staff in the building, for any configuration of Grades K-8 on each campus. Licenses provide access to all content K-8 for an unlimited number of staff in the building.

Program Highlights

- Fully digital program
- Built-in training and supports for educators
- Straightforward implementation with ongoing support
- Digital format allows for easy virtual teaching
- Staff are supported with program onboarding, implementation planning and prep resources
- Principal Toolkits provide support and progress monitoring for ongoing improvement
- Aligned to the CASEL 5 SEL Core Competencies for [Elementary \(K-5\)](#), [Middle School](#) and ASCA Mindsets and Behaviors.

Second Step® K-8 Digital Program Features

Portrait of a Graduate

Waterbury Public Schools' Portrait of a Graduate outlines eight key student capacities: Growth Mindset; Collaborator; Communicator; Social and Emotionally Intelligent; Life-long Learner; Knowledgeable; Problem-Solver; and Grit. Development of these skills is supported by Second Step curricula content, as evidenced by a sample of Units in the programs: *Growth-Mindset and Goal-Setting*, *Problem-Solving*, *Emotion Management*, and *Managing Relationships and Conflict*. Units are intentionally sequenced with scaffolded lessons to build and reinforce social-emotional skills, ensuring that they are developmentally appropriate and are unique for each grade. The *Research- and Evidence-Base* section outlines some of the demonstrated impact that Second Step programs have had on students' social abilities, learning skills, and academic performance.

Family and Community Engagement

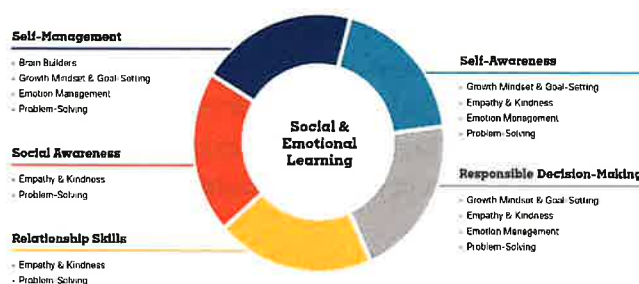
Families are the primary teachers of social-emotional learning. Because Committee for Children understands and values the influence and importance of students' families, we have a number of tools and resources designed specifically to engage families in their child's social-emotional development.

Outlined more fully in the program description, 'Engaging Families' sections below (program overviews begin on page 20), the following family engagement materials are included: an Open House Presentation and Flyer, Program Overview Family Letter, weekly family communications.

In addition to the family engagement resources within the program, Committee for Children has created diverse offerings such as podcasts and mindfulness activities, so that parents can partner in their child's learning. Parents have access to The Imagine Neighborhood™, our free podcast created to help kids and families tackle the big feelings that come with growing up; Mind Yeti® Mindfulness Sessions, designed to help adults and children practice mindfulness together; Captain Compassion® Comics, our anti-bullying superhero that addresses the challenging topic of bullying in an accessible way; Hot Chocolate Talk® Campaign, to help parents talk to their children about sexual abuse; and ParenteenConnect.org helps parents talk with their children about common adolescent issues such as independence, screen time, responsibility and communication.

CASEL Transformative SEL and Other Alignments

The units and lesson content in the Second Step® family of programs are aligned with the five social-emotional competencies identified by the Collaborative for Academic, Social and Emotional Learning (CASEL): Self-Awareness, Self-Management, Social Awareness, Relationship Skills and Problem-Solving Skills. The CASEL + Second Step alignment chart also reflects the recent updates to the CASEL framework in 2020 that adds emphasis on key settings outside of school and transformative SEL. Second Step Elementary Digital is based on Second Step Elementary Classroom Kits, which are rated by CASEL as a SElect program: [Second Step Elementary - CASEL Program Guide](#). Second Step Middle School is based on the Second Step Middle School (2008) program, rated a CASEL SElect program: [Second Step: Middle School Curriculum - CASEL Program Guide](#).



Culturally Responsive and Linguistically Diverse

Culturally Responsive

Second Step K-8 digital presents a broad range of diversity in the stories, images, and media that we have created for the program. Our goal is that every student can see their experience reflected in the program at some point. Across the program, we present students with “windows and mirrors” – “windows” into experiences different from their own, and “mirrors” that reflect experiences that are familiar.

To maintain our programs' cultural relevance, Committee for Children instructional designers work with experts in culturally responsive pedagogy throughout the writing, editing, and media production processes. These experts provide our teams with suggestions for how to best support cultural relevance in our programs for the wide variety of demographics we serve.

Second Step lessons and activities align with the CASEL transformative SEL framework to further support diversity, equity and inclusion and help students be an active part of their learning environment, by specifically:

- Promoting and affirming identity development
- Elevating school connectedness and belonging
- Cultivating a sense of community

[Learning for Justice](#), a respected leader in the field of anti-racism and anti-bias work, has designed a robust set of free lessons with direct instruction on identity, diversity, justice, and action that complement and enhance SEL skills. We've also curated a [set of lessons](#) from Learning for Justice that are aligned to Second Step Elementary and Second Step Middle School programs. These lessons are aligned by Second Step unit, lesson, and grade, as well as CASEL competencies and social justice domains. We recommend teaching these lessons in tandem with Second Step. We have curated a list of educational resources for educators to use in their teaching practice that can be found at:

<http://www.secondstep.org/anti-bias-and-anti-racism-resources>.

Linguistically Diverse

Committee for Children understands the benefits of language inclusivity in order to make the life skills lessons of social-emotional learning accessible to students and families of all different backgrounds. The entirety of Second Step® Elementary digital and Second Step® Middle School digital will be translated into Spanish in time for back-to-school. Open House materials for Second Step Elementary digital and Second Step Middle School digital are already available in Spanish, along with Weekly Family Letters. Second Step Elementary digital lesson plans and student handouts in Spanish are available for all Units. Second Step Middle school lesson plans and student handouts for Unit 1 and Unit 4 are now available, with Units 2 and 3 releasing this summer. Lesson presentations for Second Step Elementary digital will be dubbed in Spanish, and Unit 2, 3, and 4 are now available.

Additionally, Family materials (letter and weekly communications) and Open House materials for both Second Step Elementary digital and Second Step Middle School digital are available in these languages: Arabic, Chinese, Haitian-Creole, Hmong, Korean, Russian, Somali, Tagalog, and Vietnamese. These languages, combined with Spanish, represent the ten most common languages spoken in the United States.

Amplifying Student Voice and Promoting Identity Development

Student voice is elevated in Second Step's K-8 Digital program by soliciting student ideas and opinions, providing choices, connecting content to students' real-life experiences, and providing opportunities for students to share their knowledge and experiences. Adolescence is a crucial time for identity development, particularly for students who are systematically marginalized.

Second Step promotes and affirms identity development by discussing personal strengths, helping students honor and understand others' differences based on their varied personal experiences, and providing space for students to share aspects of their personal, familial, and cultural experiences.

Select Examples of Student Voice & Identity:

- In Kindergarten, all lesson objectives ask students to give a reason why they think a person is happy or sad (soliciting student ideas)
- Fifth grade, lesson 1: “Sometimes adults set goals for you. Today, you’ll set a goal that’s right for you that you want to work towards for the next few weeks.” (connecting to students’ lives)
- Third grade, lesson 6: “Thumbs up if you’ve ever wondered why we have emotions? Today, we’ll find out why we have them and what they tell us.” (connecting to students’ lives)
- Sixth grade, lesson 13: The objective of the lesson focuses on the individual student and emphasizes that there isn’t only one right solution to a problem. The activity gives space for students to talk about the social norms they have to navigate across different contexts
- Middle School bullying prevention tasks include creating a bullying prevention poster, creating a public service announcement, and creating a bullying and harassment prevention campaign. These tasks elevate student voices and options for addressing issues and creating change in their school communities.

Extended Session/Learning Extension and Lesson Flexibility

Second Step Elementary Digital (K-5) contains 20 weekly lessons, as well as daily *Prep and Extend* lessons which provide optional reinforcement activities for each school day. Second Step Middle School digital contains 26 total weekly lessons, along with almost 200 Advisory Activities for additional social-emotional skill development. For Second Step Elementary digital (6-8), additional lessons can be created with the many complementary resources and tools offered by Committee for Children at no additional cost, such as The Imagine Neighborhood™, Mind Yeti® Mindfulness Sessions, and Captain Compassion® Comics, to create 36 weekly lessons. Beginning in the fall of 2022, the Covid19 Class Meetings resource will be retooled and incorporated into Second Step Elementary Digital, to include a Class Meeting activity aligned to each lesson, grades K-5. These Meetings, focused on connecting with students and fostering a sense of community, offer additional, structured ways for teachers to engage with their students.

For Second Step Middle School digital, in addition to the Advisory Activities referenced above and described more fully in the program overview below, ParentteenConnect.org gives educators the ability to use existing content to create lessons for a 36-week curriculum. This also allows for the integration of academic and social content into social-emotional learning.

Further, as described more fully in the following section, Mind Yeti will be expanding to include 90 mindfulness sessions available in both English and Spanish (currently comprised of 19 sessions). The combination of supplemental content with Second Step lessons provides varied, enriching, and structured options for teachers, enabling them to adapt their lesson planning to the needs of their students and classrooms. These supplemental program resources and reinforcements offer additional opportunities for activities and engagement for Tier 2 and Tier 3 populations.

For out-of-school time settings, Committee for Children has created a program specific to the unique needs of students and facilitators in these settings. The Second Step Out-of-School Time program is detailed on page 27.

Reintroduction of Mind Yeti

For the fall of 2022, Committee for Children is reintroducing Mind Yeti. Mind Yeti is a mindfulness tool that helps children and their families calm their minds and focus their attention, in order to more fully connect with the world around them. Nineteen (19) Mind Yeti sessions are currently available; in the fall, Mind Yeti will expand to include 90 sessions in both English and Spanish. Sessions will be aligned to lessons in the Elementary Digital (K-5) program.



Professional Development

Professional development is integrated into Second Step programs and is available for the life of the program, whether that is 1 year, 3 years, or 5 years for digital license subscriptions (Second Step K-8 Digital programs and Second Step SEL for Adults), or more for Kit-based programs. Our digital programs utilize an online platform and offer embedded professional learning content, with on-demand, no cost training available outside of the platform on www.secondstep.org. Training is addressed in two ways:

- 1) An included, fully comprehensive set of implementation resources within the program, and
- 2) A customized, train-the-trainer session created in consultation with your dedicated Committee for Children team member, Jackie Mahedy, Senior Education Partnerships Manager, as part of your unique implementation plan

Ease and Flexibility

The programs are designed for ease of use, enabling educators to focus their attention on their students. For each curriculum, teachers and program facilitators will find:

- Structured Units, with an included Scope and Sequence for each curriculum
- Lesson plans
- Lesson scripting
- Supporting materials that allow for teachers to create lessons based on student needs, such as:
 - Imagine Neighborhood (Elementary)
 - Mind Yeti (mindfulness practices for Elementary students)
 - Advisory Activities (Middle School)

Districts and schools that use the Child Protection Unit and/or Bullying Prevention Unit have additional material that can be used to customize lessons in the classroom.

Training, Community, and Reflection

Educators have access to:

- Training webinars on a variety of topics, such as Executive Functioning, Engaging Families, and Program Implementation
- The Second Step Facebook group, actively supported by a tenured staff member
- The *Grow Kinder* podcast, featuring education thought leaders discussing ways that social-emotional learning can address current challenges

Creating Space for Student and Teacher Connection

Second Step curricula are teacher-led and use interactive lesson content and Performance Tasks to ensure that students and teachers remain connected throughout the program. Educators are supported with resources that include teaching and classroom management strategies, positive classroom climate approaches, teaching students slow breathing, and adaptations for remote and/or hybrid instruction.

Explicit Instruction and SAFE Program Design

Second Step programs use explicit instruction to develop students' life skills, strengthening their opportunities in the classroom and career. Lessons are scaffolded within each grade, and from one year to the next, to build on each other and provide reinforcement in order to develop SEL abilities over time. Specifically, curricula align with SAFE program design: intentionally sequenced (S) in a logical progression, use active (A) learning to help children gain skills and knowledge, are focused (F) on developing social-emotional skills, and are explicit (E) about the competencies they aim to develop (Durlak et al., 2010; Taylor et al., 2017). Each lesson is unique, meaning that students benefit from new content that is grounded in previous learning, enhancing their skill development. The scope and sequence documents demonstrate the structured cadence of lessons, supporting explicit skill-building of social-emotional competencies through interactive activities. The entire *Scope and Sequence* for the Second Step K-8 Digital programs can be found [here](#).

Integrated into Academics and the School Day

As teacher-led curricula, Second Step offers educators the ability to integrate lessons into the school day, whether by a specific topic, unit, or broader school initiative. In addition to the included lessons, additional activities such as *Brain Builders* for Elementary students ensure that teachers retain the ability to adapt to the needs of their classroom, while still providing robust social-emotional learning and fidelity to Second Step programs. Additionally, Second Step Elementary digital includes Academic lesson plans that incorporate SEL concepts into academic subjects. To see how the digital programs align to academic frameworks, see [Common Core Academic Standards](#).

Program Target Population and MTSS Alignment

Second Step Elementary Digital and Second Step Middle School digital are designed as a Tier 1 universal classroom-based program. Some schools also use Second Step programs at Tiers 2 & 3 to pre-teach or provide support to students with higher SEL needs in small groups or 1:1. Teachers and counselors working with small groups and targeted specials classes, etc., often utilize the advisory activities or the practice activities that accompany lessons in Tier 2 and 3 interventions. In some cases, Second Step may start out as a resource for Tiers 2 and 3 and build capacity in schools to grow to schoolwide implementation. Our Education Partnerships and Success teams are well-versed in how to support schools at any point along the spectrum of SEL implementation and will coach and guide district leaders, principals, and educators on how to reach their goals supporting Tiers 2 and 3.

In addition, the Second Step family of programs is a complement to many other frameworks that support students at every tier such as [MTSS/PBIS](#), [Trauma-Informed Practices](#), [Restorative Practices](#); all alignment information can be found at: www.secondstep.org/alignment-charts.

Teaching Support

Second Step programs are designed with both students and teachers in mind. We know that outside of the family, educators have the most meaningful role in students' social-emotional development.

Second Step Elementary Digital (K-5) includes an online dashboard, lesson plans, student handouts, Prep & Extend resources, and the lesson presentation. A short 6–8-minute *Quick Start Guide* video for each unit provides guidance for teachers before they begin. Additionally, educators will find teaching strategies, classroom management tips, as well as adaptations for remote and hybrid instruction. For Second Step Middle School digital (6-8), teachers access lesson plans, student handouts, lesson prep, Advisory Activities, and the lesson presentation. A short 6–8-minute *Quick Start Guide* video for each unit provides guidance for teachers before they begin.

Digital and Hardbound Materials

Second Step K-8 Digital programs offer web-based curricula with accompanying printable materials to use as student handouts. Second Step programs also include several kit-based offerings with physical materials, including Second Step Elementary Classroom Kits (K-5), Early Learning (PreK), Child Protection Unit (PreK-5), Bullying Prevention Unit (K-5), and Out-of-School Time (K-5). These programs are detailed more fully on pages 26 and 27.

Program Evaluation and Assessment

Assessment of social-emotional learning can be as formal and rigorous as a multi-site, randomized control trial (RCT) or as casual as asking teachers and students for feedback. Most commonly, schools and districts choose to do something that falls between these two. Second Step® Elementary Digital and Second Step® Middle School digital offer performance tasks at the end of each Unit, enabling educators to assess student progress.

For formal assessments, we have created comprehensive guides to the assessment providers that are endorsed by our research team or have a formal alignment or partnership with Second Step/Committee for Children. They can be found here: www.secondstep.org/student-assessment. These guides provide detailed information about the different ways evaluations can be designed, how to match evaluation strategies to program goals, how to implement Second Step programs with fidelity, and how to use findings to improve outcomes.

Data Management and Program Integration to Google, KAMI

Usage Reports and Lesson Completion Reports are both available to enable Districts and school administrators to assess program implementation and evaluate program fidelity. Second Step programs can use Single Sign On (SSO) with ADFS, Clever, and Classlink for teacher/administrator logins. Our programs do not collect student data of any kind, and as such, do not integrate into existing systems.

Research- and Evidence-Base

Second Step programs are based on current research in the field, with extensive experience in large studies and achieving strong evidence for effectiveness over time. Translating research findings into key components of our programs allows us to be confident our curricula will be effective in classrooms.

Second Step Elementary Digital (K-5)

Second Step Elementary Digital is based on our legacy Second Step Elementary Classroom Kits with numerous studies documenting effectiveness. For example, a two-year, longitudinal, randomized control trial study of the Second Step Elementary Classroom Kits (4th Ed.) program was conducted with children in kindergarten through grade 2 (Cook et al., in press; Low et al., 2015, 2016, 2019). Students' SEL skills were assessed in the Fall and Spring.

Findings:

- Compared to the control group, students in Second Step showed greater increases, from Fall to Spring, in skills for learning (listening and attention, use of self-talk, being respectful, being assertive) and greater reductions in emotional problems and hyperactivity. Students who began the year with weaker SEL skills showed the greatest gains.
- In the same study, students whose teachers were more engaged with Second Step lessons showed greater increases in SEL; and students who were more engaged with the lessons had higher reading scores and less disruptive behavior in class.
- After participating in Second Step Elementary for two years compared with the control group, students in Second Step had increased social-emotional skills and decreased emotional symptoms (e.g., worries, nervous or clingy behavior in new situations, easily scared) and hyperactivity (e.g., restless, easily distracted).
- Students who had the lowest scores at the beginning of year one had the biggest gains in skills for learning (e.g., attention, persistence), emotion management, and problem solving.
- However, both the Second Step and control groups had summer learning loss in their social-emotional skills, signaling a need to extend social-emotional learning through the summer.

Second Step Middle School Digital (6-8)

Second Step Middle School digital curriculum is based on, and aligned to, the original print version of the program and was updated with best practices from current research findings.

Findings:

A randomized control trial of the print version of the Second Step Middle School curriculum (Espelage et al., 2013, 2015) found that:

- After one year in Second Step, students within intervention schools were 42% less likely to self-report physical aggression than students in control schools.
- After two years, students receiving Second Step lessons were 56% less likely to endorse bullying or sexual violence.

From their research (Espelage et al., 2013):

"Specifically, participants in the intervention schools in this study were 42% less likely to self-report physical aggression post-test, even when controlling for the significant, negative influence of free or reduced lunch rates on physical aggression. The magnitude of this finding should not be minimized.

In 2009, 31.5% of U.S. students in grades 9-12 reported that they engaged in physical fighting within the previous 12 months. As a result, the U.S. Department of Health and Human Services in its "Healthy People 2020 Initiative" established an objective to reduce physical fighting perpetration from 31.5% to 28.4% by 2020, which translates to a 10% improvement in physical fighting. Thus, our finding of a 42% reduction in physical fighting after one year of SEL

intervention appears to *exceed* the U.S. Department of Health and Human Services 2020 objective.”

During the 2020-2021 school year, our research team conducted interviews with more than 50 Second Step Middle School implementers, including district SEL leaders. Teachers reported that after implementing Second Step in their classrooms, they were able to have better relationships with both students and peers, there were fewer disciplinary problems, and students felt a greater sense of belonging and connectedness. For more details about our research and outcomes: www.secondstep.org/research

Second Step® Elementary Digital (K-5)

Second Step Elementary Digital is a modern, web-based program that includes original, up-to-date content, and engaging media. The program is grounded in research from developmental psychology, pedagogical best practices, and principles of instructional design to help ensure the skills and strategies taught in our program are valuable, effective, age appropriate, and meet the needs of today's students and classroom teachers.

The Second Step Elementary Digital program is designed to increase students' social-emotional skills and executive function skills by providing opportunities for active participation and skill rehearsal at each developmental level. The program offers direct instruction, supported by teacher scripting in each lesson plan, using discussions, stories and scenarios, scaffolded activities, and skill practice and rehearsal, to strengthen students' knowledge and application of SEL skills.

Program Components

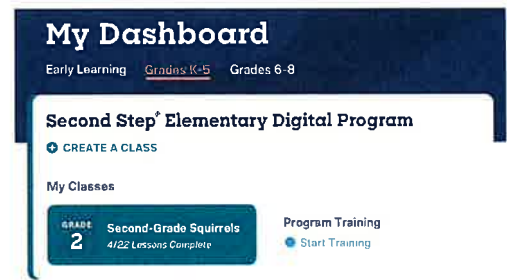
Program Content	Lesson Pacing	Reinforcement	Assessment
4 Units 5 Lessons in each 20 Lessons total	Once per week K-Gr 1: 15-20 min Gr 2-3: 20-25 min Gr 4-5: 25-30 min	7-10 minutes daily <i>Brain Builders</i> ; <i>Prep and Extend Activities</i> ; <i>Class Meetings (fall of 2022)</i> ; <i>Mind Yeti</i> mindfulness sessions	The last lesson in each unit is a <i>Performance Task</i> that requires students to apply skills

Each lesson begins with a *Brain Builder* game, and the first four lessons of each unit provide opportunities for active participation and skill rehearsal. The final lesson is a Performance Task, which requires students to apply and demonstrate what they have learned.

<div>UNIT 1</div> <div>Growth Mindset & Goal-Setting</div> <div>5 lessons per unit</div> <p>Students learn how to develop a growth mindset and apply research-based goal-setting strategies to their social and academic lives. This unit's content helps create classrooms that are connected and encouraging by helping students set and achieve collective and personal goals and learn from challenges and mistakes.</p>	<div>UNIT 2</div> <div>Emotion Management</div> <div>5 lessons per unit</div> <p>Students learn how to build their emotion vocabularies, practice identifying their own and others' emotions, and recognize the importance of labeling and processing their emotions. This unit's content helps students understand and explore how past experiences as well as unique perspectives influence how they feel and respond to situations.</p>
<div>UNIT 3</div> <div>Empathy & Kindness</div> <div>5 lessons per unit</div> <p>Students learn how to recognize kindness and act kindly toward others, and how to develop empathy by learning strategies to take others' perspectives. This unit's content helps students understand others' points of view.</p>	<div>UNIT 4</div> <div>Problem-Solving</div> <div>5 lessons per unit</div> <p>Students learn how to process strong emotions, describe a problem, identify the wants and needs of others, think of and explore the outcomes of potential solutions, and pick the best solution. This unit's content helps students ask, listen, and empathize with all parties involved during problem-solving.</p>

Teaching the Program

Accessed through an online dashboard, teachers access lesson plans, student handouts, *Prep and Extend* resources and the lesson presentation. A short 6-8 minute video for each unit provides guidance for teachers and counselors before they begin.



Brain Builders: Executive Function

Second Step Elementary Digital supports the development of students' executive function skills (focused attention, working memory, and inhibitory control) with short activities called *Brain Builders*. These fun, interactive activities presented in a video at the beginning of each lesson are designed to provide the direct, appropriately challenging practice that helps students develop their executive functions.

Training & Implementation Resources

Second Step Elementary Digital includes training and schoolwide implementation support resources to help leaders and teachers create a whole-system, positive learning community.

- **About the Second Step Program:** Learn about our holistic approach to SEL
- **How the Program Works:** A walk-through training video is included.
- **Teaching the Program:** Resources include a pacing guide and recommended best practices guidelines for an effective implementation.
- **What Are Performance Tasks?:** This resource covers the benefits of performance tasks for students and teachers and provides a sample rubric for reference.
- **Integrating Other Second Step Programs:** Guidelines for how other Committee for Children programs – Bullying Prevention Unit, Child Protection unit, and Out-of-School Time may be used with the Second Step Elementary digital program.
- **Disclosure of Abuse or Neglect:** Support recognizing signs of abuse or neglect and how to respond with a Trauma Informed lens.

Program Supports

Resources to help teachers get started with Second Step Elementary and extend SEL beyond the lessons.

Classroom Strategies

- **Teaching Strategies:** Ways to encourage participation and enhance discussion
- **Classroom Management Strategies:** Pacing lessons, giving directions, focusing kids' attention, and keeping everyone on task.
- **Mini-Posters:** These mini-posters will help teachers share concepts and reinforce skills
- **Creating a Positive Classroom Climate:** A collection of tips and strategies for teachers to create a positive classroom environment where all students feel safe and respected.
- **Anticipate, Reinforce, Reflect (ARR) Process:** The Using Skills Every Day section in each Prep & Extend document provides ways to use the ARR process with skills from every lesson.
- **Teaching Slow Breathing:** How to teach slow breathing as an emotion-management strategy
- **Adapting for Remote and Hybrid Instruction:** This resource provides recommendations on how teachers can adapt lessons to non-traditional classroom environments.



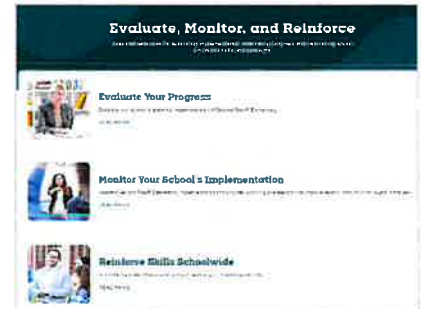
Engaging Families

The following resources and materials for communicating with families in each grade K-5:

- **Program Overview Family Letter:** A letter sent home to provide families an overview of the program. Spanish-language translation available, plus nine additional languages.
- **Weekly family communications for each lesson:** These communications provide a summary of what their child is learning that week, as well as an activity or discussion question related to the learning objective of that lesson (Spanish-language translation available).
- **Keep Families Involved:** Families are important partners and play a crucial role in reinforcing social-emotional skills and concepts at home. Use the *Family Open House Presentation and Flyer* to introduce Second Step Elementary Digital to families at the beginning of the school year and to keep them engaged all year long.

Second Step Elementary Digital Principal Toolkit

Research shows that a principal's active support is the number one factor in effective program implementation and ongoing skill reinforcement. The Second Step Elementary Digital *Principal Toolkit* contains information and tools for planning a school's Second Step implementation, training staff, monitoring program implementation, reinforcing skills and concepts schoolwide.



Resources included:

- A complete program overview, including the research behind the program to kick off with staff at the start of the year, plus mid-year and end-of-year check-ins
- Pacing Guide, Implementation Snapshot, and SEL Leadership Team Checklist
- Program monitoring tools, including Lesson Observation Rubric

Second Step® Middle School (Grades 6–8)

Released in 2017 and updated for fall 2021, the [research-based](#) Second Step Middle School digital program is designed to increase the social, behavioral, and academic success of middle-school students. The program content and platform update incorporate the latest research in instructional design and developmental psychology, as well as feedback from program users collected over the previous years.

The web based Second Step Middle School helps early adolescent students cope with challenges, create positive relationships, and succeed both socially and academically. Lessons help equip students with the mindsets, knowledge, and skills to handle strong emotions, make and follow through on good decisions, and create strong friendships while avoiding or de-escalating peer conflicts. These skills increase the protective factors for middle school students as they move through adolescence and into high school.

Teaching the Program

Through an online portal, teachers access lesson plans, student handouts, lesson prep, Advisory Activities and the lesson presentation. A short 6-8 minute video for each unit provides guidance for teachers before they begin.

Program Components

Program Content	Lesson Pacing	Reinforcement	Assessment
4 Units 5-7 Lessons in each 26 Lessons total	Once per week 25 minutes	200 Advisory Activities 10-15 minutes	The last lesson in each unit is a <i>Performance Task</i> that requires students to apply skills

The first four lessons of each unit provide opportunities for active participation and skill rehearsal. Lessons include interactive conversation prompts, *Real Voices* videos, and time for self-reflection. The last lesson in each unit is a *Performance Task*, that requires students to apply and demonstrate what they have learned.

Empowered with Skills for Life

Unit 1: Mindsets and Goals

The Second Step Middle School targets growth mindset in two arenas: intelligence (or the ability to do well in school) and personality. When students believe their intelligence and ability to do well in school are malleable and can grow and change based on experience and effort, it has a positive effect on many aspects of school-related behavior. Having a growth mindset about their own and others' personalities may improve how students respond to social exclusion and peer hostility and reduce depression.

Unit 2: Recognizing Bullying and Harassment

As children mature into adolescence, they develop an expanded self-awareness that includes a greater ability to understand and respond to what other people are feeling and an improved ability to see things from others' perspectives. Youth who develop these empathy and perspective-taking skills are also less likely to engage in physical, verbal, or indirect aggression with peers. Second Step Middle School teaches students how to identify, avoid, and resolve serious conflicts and help prevent bullying and harassment. New research has shown that early adolescence, particularly 6th and 7th grade, is a key developmental period for establishing prosocial attitudes, beliefs, and behaviors that prevent the likelihood of youth becoming victims or perpetrators of physical and sexual violence later in life.

Unit 3: Thoughts, Emotions, and Decisions

Emotional awareness and knowledge are important contributors to positive development. Second Step Middle School program helps increase students' emotion knowledge by teaching them to notice their emotions and reflect on what actions the emotions are making them feel like taking. Students learn how to recognize strong emotions and unhelpful thoughts, and they learn to apply strategies for managing their emotions and reducing stress. Teaching students to recognize strong feelings and use positive strategies to stay in control are effective ways to increase coping, reduce aggression and avoid problem behaviors in both the short and long term.

Unit 4: Managing Relationships and Social Conflict

In Second Step Middle School, students learn strategies for developing and maintaining healthy relationships, perspective-taking, and dealing with conflict. These skills provide an important framework for students that may increase their sense of safety through positive connections and authentic relationships, both with peers and teachers that can last throughout adolescence. Being able to identify, understand, and respond in a caring way to how someone is feeling provides the foundation for helpful and socially responsible behavior, friendships, and conflict resolution. As children mature into adolescence, they develop a greater ability to understand and respond to what other people are feeling and an improved ability to see things from others' perspectives.

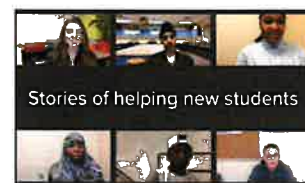
Key Lesson Features

Interactive Elements

The digital lesson presentations feature interactive elements, such as drag and drop, flip cards and image juxtaposition used to increase student engagement.

Real Voices

The Second Step for Middle School program lessons use a variety of learning strategies to engage students that address real-life scenarios, themes, discussions, and activities relevant to the lives of students in this age group. The program's *Real Voices* videos bring student voices to life by featuring candid, unscripted interviews with middle-schoolers from around the country, on topics important to teens. The *Real Voices* videos are an opportunity for students to see and hear their voice represented.



Performance Tasks

As with the elementary program, the last lesson in each unit of the Second Step Middle School is a *Performance Task* that asks students to bring together their learning from that unit. This task, which can also be used as a formative assessment to inform learning to the teachers, requires students to apply and demonstrate what they have learned in the four previous lessons of the Unit.

Middle School Advisory Activities

While approximately two-thirds of all middle schools in the U.S. have advisory programs, Second Step Middle School teaches essential social-emotional skills, supports mental health and wellbeing, and provides resources to build a unique advisory program for each school community. Advisory activities are designed to reinforce lesson concepts and provide opportunity for integration and practice.

There are nearly **200 advisory activities** that can be used as stand-alone activities or extensions to the weekly lessons. The **Class Meetings**, **Class Challenges** and **Service-Learning Projects** average 15 minutes in length, adding an additional 3,000 minutes of SEL extension activities that can also be leveraged during an extended school year, summer programs, by anyone in the building – even if they are not explicitly teaching SEL.

Advisory lessons allow educators to extend learning and reinforce skills and concepts, as well as build an advisory program around the Second Step lessons and themes. An informative *Middle School Advisory Guide* (and *Remote Advisory Guide* for virtual learning) helps educators decide how to best use resources in their buildings to suit schedules and meet program goals.

Engaging Families

For each grade 6-8 the following resources and materials are available:

- **Program Overview Family Letter:** A letter sent home to provide families an overview of the program. Also available in Spanish and nine other languages.
- **Family Letter for Unit 2:** “Recognizing Bullying & Harassment” to let families know about potentially sensitive content.
- **Weekly family communications for each lesson:** These communications provide a summary of what their child is learning that week, as well as an activity or discussion question related to the learning objective of that lesson (Also available in Spanish).
- **Keep Families Involved:** Also included in the program is a unique resource, ParentTeenConnect.org, an online experience featuring candid videos and the guidance of parenting expert Dr. Laura Kastner. Designed by SEL experts, it helps teens and the adults in their lives communicate, connect, and break through on hot-button topics like communication, independence, responsibility, and screen time.



Second Step Middle School Principal Toolkit

Like the Elementary Digital program, the Second Step Middle School Principal Toolkit contains information and tools for planning a school’s SEL implementation, training staff, monitoring program implementation, and communicating and reinforcing Second Step skills and concepts schoolwide.

- A program overview including SEL research concepts to train staff at the start of the year
- Guidance for planning an advisory program, including sample schedules

Second Step Classroom Kits

Though digital programming is our newest offering in the Second Step® family of programs, our trusted print-based Second Step Elementary Classroom Kits are also available.

Second Step Elementary Classroom Kits (K-5)

Published and updated between 2011-2020 the [evidence-based](#) Second Step Elementary Classroom Kits program is designed for all students K-5 to build social-emotional competence and self-regulation.



- Twenty-two (22) weekly lessons teach through explicit skills instruction in 20- to 40-minute weekly lessons and daily reinforcement activities
- There are four (4) units: Skills for Learning, Empathy, Emotion Management, and Problem Solving
- Colorful posters, durable cards, puppets for K-1, Brain Builder games and fun songs and video
- Digital versions of lesson scripts (including Spanish translations), streaming media and handouts
- Very little planning and prep time is needed; family resources for reinforcement included
- Training and implementation planning tools available for leaders in the optional [Principal Toolkit](#)
- **Important note:** While the Second Step Classroom Kits do come with online supports, the Elementary Digital online curriculum is not an update of the classroom kits; it is a new program



Second Step Elementary Classroom Kits program scope and sequence, review of research, sample lessons and more at www.secondstep.org/elementary-school-curriculum/digital-program

Complementary Programs for Elementary Digital or Classroom Kits (K-5)

Bullying Prevention Unit (K-5)

The Second Step Bullying Prevention Unit is an evidence-based prevention curriculum that promotes positive school climate and teaches K-5 students three R's to *Recognize, Report and Refuse* bullying.

- Five (5) lessons for K-Grade 5, taught once per week for 30-minutes
- Includes role-based 60-90 minute training modules for administrators, all staff, and those delivering lessons to help educators understand and recognize bullying, respond when bullying happens and to report bullying incidents appropriately; training completion reporting included
- Designed to be taught with the Second Step SEL program skills like empathy and assertiveness



The Bullying Prevention Unit program scope and sequence, review of research, sample lessons and much more can be found at www.secondstep.org/bullying-prevention-unit

Child Protection Unit (PreK-5)

The Second Step Child Protection Unit is an [evidence-based](#) personal safety curriculum for PreK to Grade 5 that encourages help-seeking and positive student norms teaching students to *Recognize, Refuse, and Report* unsafe or abusive situations.

- Six (6) lessons for PreK-Grade 5, taught once per week for 30-minutes
- Includes role-based 60-90 minute training modules for administrators, all staff, and those delivering lessons to help educators understand and recognize the signs of abuse or maltreatment, respond with trauma-sensitive practices, and report disclosures of abuse appropriately, as well as provide guidance to help educators feel comfortable; training completion reporting included



Child Protection Unit program scope and sequence, review of research, sample lessons, and much more can be found at www.secondstep.org/child-protection-unit

Second Step Out-of-School Time (K-5)

Introduced in October 2020, the Second Step Out-of-School Time is a [research-based](#) SEL program designed specifically to meet the needs of out-of-school time (OST) settings. Built on the foundation of the Second Step SEL programs, this new program for OST has four units: *Community-Building, Growth Mindset and Goal Setting, Understanding Emotions, and Empathy and Kindness*.

- Twelve (12) durable spiral notebooks, 147 activities that can be used in a variety of settings
- Age-appropriate activities average 20 minutes each, within three grade bands, K-1, 2-3, and 4-5 taught 2-3 times per week with elementary aged groups onsite at schools or in the community
- Online resources help site leaders build a positive environment with included program training
- [Aligned with Second Step Elementary](#) program and [core CASEL competencies](#)



Second Step Out-of-School Time program scope and sequence, review of research, sample lessons and much more can be found at www.secondstep.org/out-of-school-time-program

Second Step SEL for Adults (K-12)

Second Step® SEL for Adults is a [research-based, CASEL-aligned](#) professional learning program designed to support educator well-being and positive school climate by providing the skills, knowledge, and resources educators need to thrive in the workplace. It is designed to support every adult in a school, including a track for school leaders to help create structure, expectations, and norms that prioritizes teacher knowledge and practice.

Why Social-Emotional Learning for Adults?

Educators play the most meaningful role in a child's social-emotional development outside of the family. In addition, research shows that teacher well-being strongly affects school climate. At the same time, educators face a high number of professional demands and challenges. Teaching consistently ranks among the highest-stress professions, second only to nursing (Gallup, 2017), with 41 percent of educators leaving the profession within the first five years (Ingersoll et al., 2018). Teacher stress imposes a significant burden on the educational system, with teacher turnover costs of \$7.3 billion annually (Barnes et al., 2007). Stress and burnout can significantly impair the instructional effectiveness and classroom climate of educators who stay in the profession, which in turn can affect the social-emotional and academic growth of their students (Jennings & Greenberg, 2009).

In a study of 730 classrooms, researchers found teacher psychological variables were stronger predictors of classroom quality than were teacher educational attainment and experience (La Paro et al., 2009).

Clearly, tending to the social and emotional needs of teachers can have broad, beneficial impacts on not only teachers, but students and schools.

About the Second Step® SEL for Adults Program Structure

Committee for Children has spent more than four decades working with and training educators to support the social-emotional development needs of children. Because of this experience and our in-depth research, we know that adults learn best when:

- they're self-directed,
- when they understand the relevance and personal significance of what they're learning,
- when new learning builds upon preexisting knowledge, and
- when theoretical knowledge is grounded in actual events (Bransford et al., 2000; Knowles et al., 1998)

With this in mind, Second Step® SEL for Adults was created as a professional development program designed to meet the unique learning needs of educators and school staff. As a digital, on-demand platform, educators have the flexibility to engage with content at times that are convenient for them, with ongoing opportunities for self-reflection and the creation of new, sustainable practices. Short, individual learning segments called microlearnings are then coupled with small-group activities that provide for optimal learning experiences. *Research has shown that educators prefer these modes of learning over full-day workshops and consultation from experts (Thacker, 2017).*

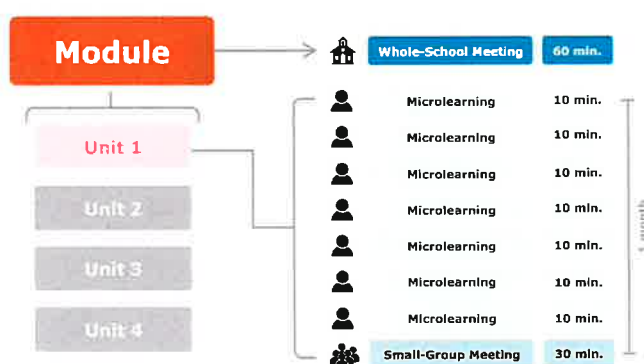
Designed for schoolwide implementation offering continuous professional learning throughout the school year, the program is divided into four semester-long modules that align with adult SEL domains of

relationships, emotions and stress, equity, and self-efficacy and collective teacher efficacy. The units build on each other, starting with the individual and building outward to colleagues, students, and schoolwide culture.

Within each unit there are 4-8 microlearnings, and the unit ends with a 30-minute small group meeting that allow staff to share what outcomes they're seeing as a result of their efforts, and to discuss ideas for expanding or scaling social-emotional routines throughout the school.

Each module is equal to seven-to-eight hours of professional learning time (or 14-16 hours per year). Leaders should plan for an additional two to three hours at the beginning of the year. To see how the program works, please watch this [short video](#).

Components of Modules



Leaders should plan for an additional two to three hours of training time at the beginning of the year. Below is a sample schedule for Second Step® SEL for Adults.

Sample Implementation Schedule

	Semester 1	Semester 2
Year 1	Building Trust	Managing Stress
Year 2	Equity & Belonging	Resilience & Efficacy

Modules 1, 2, and 3 are now available. Module 4 will be available in fall 2022, and additional learning content will be added on a continuous basis.

A Look Inside the Modules of Second Step® SEL for Adults

<div>MODULE 1</div> <div>Building Trust</div> <div>Educators reflect on why it's important for schools to focus on cultivating a culture of trust, explore types of trust and effects of trust on school culture, learn routines that can be used to build trust with colleagues and with students, and help students build trust with each other.</div>	<div>MODULE 2</div> <div>Managing Stress</div> <div>Educators learn about the importance of reducing stress while building a positive classroom environment, examine their own levels of stress, learn routines that can be used with colleagues to reduce stress in the workplace and the classroom, and focus on helping students manage stress.</div>
<div>MODULE 3</div> <div>Equity & Belonging</div> <div>Educators explore social identity and how it influences not only their own sense of belonging but also that of their colleagues and students. They examine how mitigating unconscious biases can increase belonging. They also learn individual and collective routines that increase belonging and advance equity in their school.</div>	<div>MODULE 4</div> <div>Resilience & Efficacy <i>Available Summer 2022</i></div> <div>Educators explore the relationship between efficacy and resilience and examine how nurturing self-efficacy and efficacy with colleagues increases resilience. They also learn routines that foster efficacy to bolster the collective resilience in their school.</div>

Module 1: Building Trust

Trust is the first topic addressed by Second Step® for SEL for Adults, as research demonstrates the foundational importance of trust for educator well-being and positive student outcomes. Teachers who actively collaborate with colleagues are more motivated; experience a lighter workload, less isolation, and more emotional resilience; and display more self-efficacy, job satisfaction, and improved retention (Vangrieken et al., 2015). This in turn leads to improved student learning and performance (Egodawatte et al., 2011; Goddard et al., 2007).

This module will help educators understand:

- Why trust matters for teachers' job satisfaction and student learning outcomes
- The five elements of trust
- Recognize the signs of low- and high-trust schools
- Reflect on their own relationships with colleagues and students
- Integrate routines to build trust with colleagues and students into the fabric of the school day

Module 2: Managing Stress

While managing stress may appear to be an individual matter, as teachers' emotion regulation is directly related to their instructional efficacy: increasing their use of effective instructional strategies and enhancing

student engagement (Sutton, 2005). Further, teachers who experience more positive emotions are more likely to use student-focused teaching approaches (Trigwell, 2012), provide adequate examples, give clearer and more comprehensible explanations, make connections between the subject matter and the real world, and teach with greater enthusiasm (Sutton, 2005). Finally, teachers' emotions are related to teacher well-being, health, job satisfaction, and burnout (Taxer & Gross, 2018).

This module will:

- Help educators understand how stress might be affecting them personally
- Provide some concrete steps to take to help manage stress more effectively
- Support their self-care, helping them identify and reframe unhelpful thoughts, pay attention to positives, practice mindfulness, and act in alignment with their values and intentions

Module 3: Equity & Belonging

Advancing equity can benefit the entire classroom and enhance the learning environment. Research shows that teachers who actively tackle equity issues show more proactive classroom-management practices and improved student classroom cooperation, and give fewer office discipline referrals, particularly for students of color (*Bradshaw et al., 2018; Cook et al., 2018*). This module will guide educators through a process of self-reflection, where they'll explore the role of social identity and systemic biases in their own lives and in the lives of their students including individual differences of race, disability, LGBTQ, language, religion, citizenship and gender. Educators will then practice skills of self-awareness that will help them have difficult but necessary conversations about equity with their colleagues. Finally, educators will learn and implement practices that help them see implicit bias and encourage diversity in their classrooms to create an inclusive and safe environment for every student.

Module 4: Resilience & Efficacy

A recent meta-analysis identified collective teacher efficacy as the number one influence on student achievement (Hattie, 2015). High teacher efficacy facilitates student academic competence, motivation, and achievement (Lumpe et al., 2012; Zee & Koomen, 2016). In this module, educators learn the science behind the development of efficacy, create stretch goals, and examine thoughts about their successes and shortfalls (Bandura, 1997). Educators also learn the conditions that create collective efficacy and commit to acting as a team (Donohoo, 2016). Finally, they put their learning to work in support of student efficacy by taking steps to reflect on and openly share their practice with others (Fisher et al., 2020).

Second Step® SEL for Adults program scope and sequence, review of research, sample lessons and much more can be found at www.secondstep.org/social-emotional-learning-adults.

Guidance and Counseling Applications

For Guidance and Counseling professionals implementing professional development programs focused on educator wellbeing, Second Step SEL for Adults can strengthen educators' interpersonal skills, benefitting teachers, colleagues, and students. The program offers a Leader Track that can be used by existing identified District and/or School Leaders, and, can also be used to develop staff with leadership aspirations.

Leadership and Implementation Resources

Second Step® SEL for Adults is designed for school leaders to learn along with their staff, while also providing implementation guidance to staff. Staff follow a Staff Track, while leaders follow a Leader Track. The Leader Track is included not only for ease of implementation, but also because it can dramatically increase the impact a program has on a school. In one evaluation of an SEL program (Banerjee, 2010), differences in follow-on implementation monitoring and implementation climate accounted for 49.8 percent of school-level variance in academic attainment. Programs that school leaders systematically monitor can obtain effect sizes that are two to three times as large as unmonitored implementations (DuBois et al., 2002; Smith et al., 2004).

The Staff and Leader tracks include:

- A Leader Team Introduction Module designed to support planning before rollout of the program, with a customizable whole-staff kickoff presentation
- The same module content that's in the Staff Track, with the addition of implementation tips and resources for leaders to support their staff along the way
- Supports for Leader Team meetings, which are monthly meetings to discuss ways Leader Team members can support staff, answer questions, monitor progress, and celebrate successes
- A Leader Hub resource space in the program where the leaders can find whole-staff meeting presentations as well as implementation supports, including pacing guides, an implementation checklist, and alignment documentation

Leadership Track

- Includes executive guidance for a successful program launch
- Develops leadership teams' own SEL understanding and proficiency
- Whole-staff meetings and guidance for supporting staff throughout the program

Staff Track

- Understand the importance of SEL for personal and professional well-being
- Build and grow SEL competencies, both personally and with colleagues

Early Results from Program Use

To date, the Second Step® SEL for Adults team has gathered data on how educators reported their stress and trust levels in our sample of field test scores before and after using the stress and trust units. Our field tests are conducted in 12 schools, elementary to high, and involve more than 400 educators.

Following program use, reports revealed **statistically significant improvements in both stress and trust.** Under ESSA, this qualifies as a "correlational study" and suggests "promising evidence" under Tier 3. We're actively planning research studies to establish SEL for Adults as a Tier 1 intervention.

Work Plan

One of the most valuable benefits of the Second Step® family of programs is that everything that schools need to train their staff to implement the program is included for no additional cost and very little time. The online program training is available for as long as the program is being delivered with no need to utilize outside trainers or use valuable time in the PD schedule.

Program Training:	District Level Training and Support:	Additional Support:
<ul style="list-style-type: none">• Online interactive program overview and training, tutorials, and classroom demonstrations• Principal tools include Staff Orientation and ongoing staff meeting agendas with videos, handouts and PowerPoint presentation facilitator notes• SecondStep.org resources include implementation planning tools and teaching strategies• Online and virtual teaching guidance and support webinars on various topics	<ul style="list-style-type: none">• Free web-based meetings and customized implementation planning sessions are available for district teams to support schools• District-level leadership program onboarding sessions and networking opportunities (virtual or in-person when available) are typically held June, July and/or August• Online implementation planning resources specifically for leaders• Customized in-person or virtual workshop sessions may be available for additional fees	<ul style="list-style-type: none">• Implementation Support: Resources for bringing Second Step programs into schools and classrooms• Bullying Prevention resources Captain Compassion• Child Protection resources at HotChocolateTalk.org• Anti-racism and Anti-bias Resource webpage and alignment with Learning for Justice to address diversity, equity, and inclusion

Teacher and Instructional Support

Second Step K-8 digital curricula include a variety of instructional elements, including engaging media, show-what-you-know lessons for skill rehearsal and demonstration, and both interactive and reflective activities. Second Step programs include lesson plans and student handouts, along with additional supportive resources for teaching the program. While the curricula are provided in a digital format, it is designed as a teacher-delivered program, ensuring that face-to-face connection is prioritized. More detailed information about teaching the program can be found described along with curriculum content below.

Implementation Support

Committee for Children’s Education Partnerships team works closely with interested schools, districts, and organizations to develop plans for adding Second Step social-emotional learning curricula to their schools, programs, and communities. With decades of experience, we partner with identified district leadership to coordinate implementation plan details and timing. This can include Committee for Children training webinars for district-level leadership onboarding to ensure a successful rollout of the program across the district, as well as ongoing implementation support while the program is being taught in schools and program sites. This comprehensive support is included in the cost of the program.

Sample Implementation Schedule

Below is a potential outline for implementation and training for District and school staff. First, dedicated Committee for Children staff will work with District Leadership to create a plan aligned with the needs of the district. Next, Committee for Children staff will collaboratively plan the program roll-out and oversee all the implementation needs of the district.

Timeframe	Duration	Function
Upon Award	1 hour	Kick-off Meeting with District Leaders
June	1.5 hours	Second Step Training for District Leaders
June	1 hour	License Administration Support and Integration Meeting (Clever integration support and/or license dissemination support) Introduction to Client Success and Support Team Introduction to the Technical Teams for Integration Support
June	1 hour	Training Plan Meeting: Customized Plan for Implementation Leads and Educators
July	1 hour	Train-the-Trainer Sessions Principal/SEL Implementation Lead Webinars
July	1 hour	Back-to-School Open Office Hours for District Leads
July	1 hour	Follow-up License Administration Support and Integration Meeting if needed
August 29th		First Day of School, Waterbury Public Schools
August	1 hour	Back-to-School Office Hours for District Leads
Fall	0.5 hour	Monthly Usage Check-ins, and as requested going forward
Quarterly	1 hour	Open Office Hours for District Leads

Cost Schedule

As specified in the bid, a Cost Schedule is included as a separate, sealed submission, and as a separate file on the required USB drive.

Information Regarding: Failure to Complete Work, Default and Litigation

Committee for Children **has not**: failed to complete work awarded to us; defaulted on a contract; there is no pending litigation that could affect our ability to perform any subsequent agreement; had a contract terminated for cause in the last five years; been named in a lawsuit due to errors and omissions in the last five years; filed for protection under Federal Bankruptcy laws. There are no other factors affecting Committee for Children's ability to provide the requested services about which that the City of Waterbury should be aware.

Exceptions and Alternatives

Program Terms

The Second Step family of programs contain proprietary materials that are copyrighted and are meant for school use. More information on our copyrights can be found here: [Copyright Permissions \(secondstep.org\)](https://www.secondstep.org/copyright-permissions). When a district purchases a Second Step program, they are purchasing a subscription license to the program. Terms for our programs are available for review online.

Terms of Use: [Terms of Use \(secondstep.org\)](https://www.secondstep.org/terms-of-use)

License Agreement: [Second Step K–8 Digital Curriculum License Agreement](#).

[Second Step® SEL for Adults Digital Program License Agreement](#)

Data Processing Addendum: [Second Step Grades K-8 Digital Program Data Processing Addendum](#)
[Second Step SEL for Adults Digital Program Data Processing Addendum](#)

Additional Data

Contracts or Purchase Orders with the City of Waterbury

Committee for Children has no current Purchase Orders or Contracts with the City of Waterbury.

Trial Program Access

Committee for Children's Second Step K-8 Digital and Second Step SEL for Adults program licenses include access to Second Step Elementary Digital (K-5), Second Step Middle School digital (6-8), and Second Step SEL for Adults (K-12). Our programs function with a user log-in; we have sent a trial license to you for your review and consideration, to the email lara.white@waterbury.k12.ct.us. We can also set up access for additional email addresses if needed, to ensure you are able to do a full review of our programs.

If this email was not received, please check the spam folder as they sometimes end up there. You can also go to secondstep.org and create an account using this email address; you will also see access once you go to your 'Dashboard.'

If you would like to share this license amongst other stakeholders in the district, you will be able to add administrators to the license via the user management tab which is also found on your dashboard. For additional information on set-up, please visit the site: <https://support.secondstep.org/hc/en-us/articles/360023610733-I-am-a-setup-administrator-What-does-that-mean->. If any additional assistance is needed, please do not hesitate to reach out to ensure that all individuals reviewing materials have the access they require.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20222)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Committee for Children

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

May 18, 2022

Date

Loretta Corwin, Interim Vice President of Finance and Operations

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Committee for Children

Loretta Corwin, Interim Vice President of Finance and Operations

Date: May 18, 2022

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Washington

SS.: Federal Tax ID: 91-1188127

County of King

Loretta Corwin, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** of Committee for Children (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☐ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 N/A				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 N/A				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 N/A		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	N/A			
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	N/A				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	N/A		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Type text here

Name of Partnership/Business

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)
My Commission Expires: _____

For Corporation

Witness

Loretta Corwin

Name of Corporate Signatory

2815 Second Ave., Suite 400, Seattle, WA 98121

Address of Business

N/A

Affix
Corporate
Seal

By: 

Name of Authorized Corporate Officer

Its: Interim Vice President of Finance and Operations

Title

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

State of Washington)

) SS Federal Tax ID: 91-1188127

County of King)

Loretta Corwin being duly sworn,

deposes and says that he/she is Interim Vice President of Finance and Operations of Committee for Children and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 18 day of MAY 2022.

Ashley Horne
(Notary Public)

My Commission Expires: 9-12-22



ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

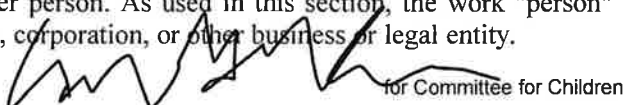
1	May 17, 2022	4	_____
2	_____	5	_____
3	_____	6	_____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

91-1188127

Social Security Number
or Federal Identification Number


for Committee for Children

Signature of Individual or Corporate Name

Committee for Children is a 501(c)(3)

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Loretta Corwin on behalf of Committee for Children
By: Interim Vice President of Finance and Operations
(Title)
Business Address: 2815 Second Ave., Suite 400, Seattle, WA 98121
(City, State, Zip Code)

Phone: 800-634-4449 ext. 1
Email: rfps@cfchildren.org
Date: May 18, 2022

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Terms of Use

Last Updated: November 2017

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE SERVICES.

These Terms of Use (these "Terms") apply when you access or use the www.secondstep.org website, the www.cfchildren.org website, the www.mindyeti.com website, the www.earlyopenoften.org website, the www.abiertoyamenudo.org website, or the Mind Yeti mobile application (collectively, the "Services") provided by Committee for Children ("Committee for Children" or "CFC"). These Terms do not change the terms or conditions of any other agreement you may have with CFC for products, services, or otherwise, including, without limitation, the Second Step Kit License Agreement, the Second Step Middle School License Agreement, and the Mind Yeti for Schools License Agreement. If you are using the Services on behalf of an entity, you represent and warrant that you are authorized to accept these Terms on the entity's behalf, and that the entity agrees to be responsible to CFC if you violate these Terms.

Changes to These Terms

CFC reserves the right to change these Terms at any time and at its sole discretion. If CFC makes changes to these Terms, it will provide notice of such changes, such as by sending you an email, by providing notice through the Services, or by updating the "Last updated" date at the top of these Terms. Your continued use of this Site following the posting of changes will confirm that you accept the changed Terms. CFC encourages you to review the Terms regularly to ensure that you understand the terms and conditions that apply to your use of the Services. If you do not agree to the changed Terms, you must stop using the Services.

Privacy Policy

Please refer to the CFC [Privacy Policy](#) for information about how CFC collects, uses, and discloses information about users of the Services.

Accounts

To access certain areas and features of the Services, you must register for an account using the activation key provided to you by CFC. If you register an account, you will (a) provide accurate, truthful, current, and complete account information; (b) maintain and promptly update your account information to keep it accurate, current, and complete; (c) maintain the security of your account; (d) promptly notify CFC if you discover or otherwise suspect any security breaches related to the Services; and (e) accept all risks of unauthorized access to your account information and any other information you provide to CFC.

Copyright and Limited License

Unless otherwise indicated, the Services and all content and other materials in the Services, including, without limitation, the Committee for Children logo, Second Step logo, Mind Yeti logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the "CFC Materials") are the proprietary property of CFC or its licensors and are protected by United States and international copyright laws.

Notwithstanding any agreement you may have with CFC that includes broader license rights to the Services or any CFC Materials therein, you are granted a limited, non-exclusive, non-sublicensable, revocable license to (i) access and use the Services, (ii) download CFC Materials that are expressly provided through the Services for download, and (iii) electronically copy (except where prohibited without a license) and print to hard copy parts of the CFC Materials, but in each instance solely for your informational, noncommercial, and personal use or otherwise in accordance with a written agreement between you and CFC. This license is subject to these Terms and, except as expressly permitted on the Services or under a separate written agreement between you and CFC, you do NOT have the right to do any of the following: (a) sell, resell, or commercially use the Services or the CFC Materials; (b) distribute, publicly perform, or publicly display any part of the CFC Materials; (c) publish or reproduce any part of the

CFC Materials on the Internet or any external websites, networks, or servers; (d) modify or otherwise make any derivative uses of any part of the Services or the CFC Materials; (e) use any data mining, robots, or similar data gathering or extraction methods; (f) download (other than via page caching) any part of the Services or the CFC Materials that are not expressly provided by CFC for download; or (g) use any part of the Services or the CFC Materials for anything other than for their intended purposes. You will not obscure any copyright notices or other legends or notices appearing on any part of the CFC Materials and will ensure that all permitted copies of the CFC Materials contain the same copyright notice and other legends or notices that appear on the copies provided by CFC or as otherwise may be instructed by CFC. Any use of the Services or the CFC Materials other than as specifically authorized by these Terms or in writing by CFC is strictly prohibited and will terminate your license to the Services and the CFC Materials. Such unauthorized use also may violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, CFC has adopted a policy of terminating, in appropriate circumstances and at CFC's sole discretion, accounts of account holders who are deemed to be repeat infringers. CFC also may, at its sole discretion, limit access to the Services and terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Copyright Complaints

If you believe that anything in the Services infringes on any copyright you own or control, you may file a notification with CFC's Designated Agent as set forth below:

Agent Designated to Receive Notification of Claimed Infringement: Mary Brodd

Address to Send Notification: 2815 Second Avenue, Suite 400, Seattle, WA 98121

Telephone Number of Designated Agent: 206-438-6318

Email Address of Designated Agent: mbrodd@cfchildren.org

Please see [17 U.S.C. § 512\(c\)\(3\)](#) for the requirements of a proper notification. If you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by CFC or the alleged infringer as the result of CFC relying on such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

Trademarks

"Committee for Children," "Second Step," the CFC logos, and any other CFC product or service name or slogan contained in the Services are trademarks of CFC and its licensors, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of CFC or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Committee for Children" or any other name, trademark, or product or service name of CFC without CFC's prior written permission. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark, or trade dress of CFC and may not be copied, imitated, or used, in whole or in part, without CFC's prior written permission. All other trademarks, registered trademarks, product names, and names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by CFC.

Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the home page of the Services for noncommercial purposes, provided that (a) such link does not portray CFC in a false, misleading, derogatory, or otherwise defamatory manner, and (b) the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. You may not use any CFC logo or other proprietary graphic of CFC to link to the Services without CFC's express written permission. You may not, without CFC's express written permission, use, frame, or utilize framing techniques to enclose CFC's trademark, logo, or other proprietary

information, including the images found in the Services, the content of any text, or the layout or design of any page or form contained on a page of the Services.

CFC makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of any third-party websites accessible via hyperlink or linking to the Services. These websites are not under the control of CFC, and CFC is not responsible for any embedded content or the contents of these websites, or any changes or updates to these websites. CFC and its users may provide these links to you as a convenience, and the inclusion of any link does not imply any affiliation, endorsement, or adoption by CFC of any site or any information contained therein. When you visit other websites via links or embedded content, you should understand that these Terms no longer govern and that the terms and policies of those third party websites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services.

Third Party Products and Services

CFC may provide information about or links to third-party products or services. CFC does not control, endorse, or adopt any third party information in the Services and makes no representation or warranties of any kind regarding third-party information in the Services, including, without limitation, regarding its accuracy or completeness. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties, or representations associated with these dealings, correspondence, or promotions, are solely between you and such third party. CFC is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, correspondence, or promotions, or any third-party information in the Services. You may "opt out" of receiving marketing or promotional communications from us by following the directions in the communications. If you opt out, we may still send you non-promotional communications, such as those about your account or our ongoing business relations.

No Unlawful or Prohibited Use

As a condition of your use of the Services, you warrant to CFC that you will not use the Services for any purpose that is unlawful or prohibited by these Terms, any notices, policies, or guidelines contained within the Services, or any other agreement you may

have with CFC. You may not use the Services in any manner that could damage, disable, overburden, or impair the functioning of the Services or could interfere with, disrupt, negatively affect, or inhibit any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

Permitted Use of the Services

The Services may contain interactive areas or services ("Interactive Areas"), such as discussion forums, blogs, private messages, emails, or other interactive features or areas in which you or other users can create, post, transmit, or store content, including, without limitation, text, music, sound, photos, images, video, graphics, code, and other items or materials (collectively, "User Content"). User Content posted on Interactive Areas may be publicly viewable to others. You are solely responsible for your User Content and for your use of Interactive Areas, which you use at your own risk. You will use Interactive Areas only to post, send, and receive messages and material that are proper and related to the Interactive Areas.

You will not post, upload to, transmit, distribute, store, create, or otherwise publish through the Services any of the following:

- User Content that would constitute, encourage, or provide instructions for a criminal offense, violate the legal rights of any party, or otherwise create liability, or violate any local, state, national, or international law;
- User Content that is unlawful, libelous, indecent, inappropriate, profane, defamatory, infringing, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or otherwise objectionable;
- User Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;

- Viruses, corrupted files, or other harmful, disruptive, or destructive files; Unsolicited promotions, political campaigning, advertising, or solicitations, unless the applicable Interactive Areas specifically allow such messages;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and payment card information; or
- User Content that, in the sole judgment of CFC, is objectionable or restricts or inhibits any other person from using or enjoying the Services, or may expose CFC or CFC's users to any harm or liability.

You are solely responsible for your conduct while accessing or using the Services and will not violate any law, contract, intellectual property, or other third-party right, or commit any tort in connection with your access to or use of the Services. You will abide by these Terms and will not do any of the following in connection with the Services or its users:

- Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, surveys, contests, pyramid schemes, or chain letters;
- Download any file posted by another user of the Services that you know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Restrict or inhibit any other user from using and enjoying any Interactive Areas;
- Engage in any harassing, intimidating, predatory, or stalking conduct;
- Use or attempt to use any account you are not authorized to use;
- Harvest or otherwise collect information about others, including user names, e-mail addresses, or other contact information, without their consent or for the purpose of sending spam or other commercial messages;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by CFC to access the Services or to extract data;
- Attempt to circumvent any content filtering techniques CFC employs, or attempt to access any service or area of the Services that you are not authorized to access;
- Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit

access to any area, content or code of the Services (except as otherwise expressly permitted by law);

- Attempt to indicate in any manner that you have a relationship with CFC or that CFC has endorsed you or any products or services for any purpose;
- Develop any third-party applications that interact with User Content and the Services without CFC's prior written permission; or
- Use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any activity that violates these Terms or any code of conduct or other guidelines that apply to the Interactive Areas.

CFC takes no responsibility and assumes no liability for (a) any User Content posted, stored, or uploaded by you or any third party, (b) any associated loss or damage; (c) any user conduct; or (d) any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. Your use of Interactive Areas is at your own risk. These Terms do not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules. As a provider of interactive services, CFC is not liable for any statements, representations, or User Content provided by its users in any public forum, personal home page, or other Interactive Areas. Although CFC has no obligation to screen, edit, or monitor any of the Content posted in any Interactive Areas, CFC reserves the right, and has absolute discretion, to remove, screen, or edit any User Content posted or stored through the Services at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store through the Services at your sole cost and expense. Any use of the Interactive Areas or other parts of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination, or suspension of your rights to use the Services.

Rights in User Content

By submitting or posting User Content to the Services, you hereby grant CFC a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content throughout the world in any media on or in connection with the Services and the promotion of the Services or CFC's products and services, including, without limitation, the right to use your name, likeness, voice, or

identity. You grant CFC and its sublicensees the right to use the name, location, and other information that you submit in connection with such User Content. The use of your or other users' name, likeness, voice, or identity in connection with various features in connection with the Services does not imply any endorsement of such feature or of the Services unless explicitly stated otherwise. You represent and warrant that (a) the User Content is not confidential; (b) you own and control all of the rights to the User Content that you post, or otherwise have the right to post such User Content to the Services; (c) the User Content is accurate and not misleading or harmful in any manner; and (d) the use and posting of the User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

Submissions

You can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original, or creative materials or other information about CFC, the Services, or CFC's products or services (collectively, "Submissions"). Submissions, whether posted to the Services or provided to CFC by email or otherwise, are nonconfidential and shall become the sole property of CFC. CFC shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY CFC, THE SERVICES AND CFC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. CFC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES AND THE CFC MATERIALS, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY CFC, CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR ANY CONTENT CONTAINED THEREIN IS ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IT IS YOUR

RESPONSIBILITY TO USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ITS INDEPENDENT CONTRACTORS, SUPPLIERS, AND CONSULTANTS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, and AGENTS (COLLECTIVELY, THE "CFC PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES OR THE CONTENT CONTAINED THEREIN, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE ON ANY INFORMATION OBTAINED FROM CFC OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF INFORMATION, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION. OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SERVICES OR CFC'S RECORDS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY OF THE CFC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PART OF THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

Indemnification

You will defend, indemnify, and hold harmless the CFC Parties from and against any third party claims, damages of any kind, costs, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to (a) your use of

the Services, (b) your conduct in connection with the Services, (c) any User Content or Submissions you provide, (d) your violation of these Terms, and (e) your violation of the rights of another.

Termination; Modification to the Services

CFC reserves the right, without notice and in its sole discretion, to terminate your license to use the Services and to block or prevent your future access to and use of the Services. CFC reserves the right to modify or discontinue, temporarily or permanently, the Services, or any features or parts thereof, without prior notice, and disclaims all liability for any modification, suspension, or discontinuance of the Services, or any part thereof.

Governing Law and Venue

To the maximum extent permitted by law, these Terms are governed by, and will be construed in accordance with and enforced by, the laws of the State of Washington, USA, without regard for its choice of law provisions. You hereby consent to the exclusive jurisdiction and venue of courts in King County, Washington, USA in all disputes arising out of or relating to the use of the Services. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms (including this paragraph).

No Waiver

Enforcement of these Terms is solely at CFC's discretion, and failure to enforce any part of these Terms in some instances does not constitute a waiver of CFC's right to enforce the same or other part of these Terms in other instances.

Severability

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, without limitation, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Questions or Comments

Questions or comments about the Services may be directed to CFC by [email](#) or by mail at:

Committee for Children
2815 Second Avenue, Suite 400
Seattle WA, 98121

Second Step® K-8 Digital Curriculum License Agreement

Last Updated: March 2021

Applies if first use is on or after March 15, 2021

This Digital Curriculum License Agreement (“Agreement”) governs your access and use of the online service and support (the “Service”) that allows you and an educator accessing the Service on behalf of your organization in an authorized classroom (each an “Authorized User”) to access Second Step Elementary and Second Step Middle School (together, also referred to as “Second Step K-8”) digital lessons, videos, supplemental and related activities, professional learning, an administrative dashboard, and other resources (collectively, the “Curriculum”) and your use and the use by Authorized Users of the Curriculum provided by Committee for Children (“Committee for Children,” “CFC,” “we,” or “us”).

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE AND USE BY AUTHORIZED USERS OF THE SERVICE AND THE CURRICULUM. BY ACCESSING OR USING THE SERVICE OR USING THE CURRICULUM AND BY PERMITTING AUTHORIZED USERS TO DO SO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR DATA PROCESSING ADDENDUM AND OUR TERMS OF USE, BOTH OF WHICH ARE INCORPORATED BY THIS REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR OUR [DATA PROCESSING ADDENDUM](#) AND/OR OUR [TERMS OF USE](#), YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR THE CURRICULUM. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms in this Agreement shall prevail. The Data Processing Addendum is Exhibit A to this Agreement.

1. 1. Consent to Electronic Communications; Eligibility. CFC may be required by law to send communications to you that pertain to the Service or the Curriculum and your use thereof. You consent to receive these communications electronically (e.g., via email, through the CFC websites, or via the Service) in accordance with our [Privacy Policy](#). You must be at least 18 years of age to access or use the Service or the Curriculum. By using the Service or the Curriculum, you represent and warrant that you (a) are 18 years of age or older; (b) have not been previously suspended or removed from the Service or engaged in any

activity that could result in suspension or removal from the Service; (c) have the full power and authority to enter into this Agreement and in so doing will not violate any other agreement to which you are a party; (d) are not barred from receiving or using the Service or the Curriculum under the laws of the United States or any other applicable jurisdiction; and (e) to the extent that you make available the Service or the Curriculum to an Authorized User, you will ensure that each Authorized User meets the above eligibility requirements and acts in accordance with this Agreement, including the Terms of Use, and you will be responsible for the acts and omissions of each Authorized User under this Agreement. You further represent and warrant that you are authorized to agree to the terms of this Agreement and our Terms of Use on behalf of any and all Authorized Users. If you are accessing or using the Service or the Curriculum on behalf of another person or entity, you represent that you are authorized to accept this Agreement and our Terms of Use on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates this Agreement or our Terms of Use.

2. 2. Scope of License to the Service.

1. 2.1. License to Service and Curriculum. Subject to the terms and conditions of this Agreement, CFC grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during your Subscription to (i) access and use the Service and the Curriculum and any associated documentation and information provided by CFC online via CFC's website(s) or, in the case of downloadable portions of the Curriculum, via a hosted, password protected platform owned and controlled by an authorized school district or school used to deliver such portions of the Curriculum to Authorized Users, (ii) display and perform the Service and the Curriculum, and (iii) download, use, copy and distribute the downloadable portions of the Curriculum and permit Authorized Users to download, copy and use the same; all of the foregoing solely for your own or an Authorized User's internal, noncommercial use and solely for purposes of (y) real-time, synchronous, in-person classroom instruction and (z) real-time, synchronous remote video instruction over a secure, locked, password-protected service. Any CFC updates or upgrades to the Service or Curriculum, including any updates or upgrades that supplement or replace the original Service or Curriculum shall also be governed by this Agreement unless separate license terms accompany such updates or upgrades, in which case such

separate terms will govern in the event of a conflict between such separate terms and this Agreement or as otherwise provided in such separate terms. We reserve the right, but shall have no obligation, in our sole discretion, to modify, update, upgrade or otherwise make changes, modifications, alterations, additions to or deletions from the Service and the Curriculum and to change, modify, alter, add to, or eliminate features, functionality or components from the Service or Curriculum at any time without notice and without obligation or liability to you.

2. 2.2. Rights to Your Data. You agree that, in order to provide the Service and the Curriculum, CFC may process, transfer, use, store, transmit, display, and modify the data provided to CFC by you, including data that relates to you and your Authorized Users ("Your Data"). To the extent that CFC processes Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) contained within Your Data in connection with this Agreement, it will be subject to the Data Processing Addendum. As between you and CFC, you retain all right, title and interest in and to Your Data. You also acknowledge and agree that, where not prohibited by applicable law, CFC may deidentify and aggregate technical, usage, and other data about you and your Authorized Users' use of the Service and the Curriculum ("Aggregated Data"). CFC may use the Aggregated Data to analyze, improve, support and operate the Service and the Curriculum and otherwise for any business purpose, during and after the term of this Agreement. For clarity, Aggregated Data excludes any Personal Data (as defined in the Data Processing Addendum attached hereto as Exhibit A) and will not identify you, your school, or district. Aggregated Data will not be considered Your Data.
3. 3. License Restrictions. The rights granted in Section 2.1 of this Agreement constitute the entirety of your rights with respect to the Service and the Curriculum and CFC reserves all rights in and to the Service and the Curriculum not expressly granted to you in this Agreement. The license granted to you in Section 2.1 is for internal purposes only and does not allow you or any Authorized User to do any of the following: (a) except as specifically provided in Section 2.1, permit or authorize any third party (other than an Authorized User) to access or use the Service; (b) use the Service or Curriculum on any device you do not own or control; (c) reverse engineer, decompile, disassemble or attempt to discover any source code or trade secrets related to the

Service or any proprietary materials of CFC; (d) modify, alter or create any derivative works of the Service or the Curriculum; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Service or the Curriculum; (f) use or incorporate your trademark(s) or other proprietary notice(s) or any third party trademark(s) or other proprietary notice(s) on, in or in connection with the Service or the Curriculum or to suggest or imply any association between you or any third party and CFC or the Service or the Curriculum; (g) work around any technical limitations in the Service; (h) combine, integrate into or with, or otherwise connect for any purpose the Service or the Curriculum with your goods or services or any third-party goods or services (other than the hosting of the Service on an authorized school district or school platform used to deliver the Service and the Curriculum to Authorized Users) or (i) use the Service or the Curriculum for purposes other than those for which it was designed or permitted under this Agreement, including, but not limited to, for purposes of downloading or distributing the Curriculum or any other content made available via the Service (except as provided in Section 2.1). Unless stated in this Agreement or otherwise by CFC, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication, statute or otherwise. If you or any Authorized User breach any of these restrictions, you may be subject to prosecution and damages. The license granted in Section 2.1 is revocable at any time.

4. 4. Ownership of the Service and the Curriculum. The Service and the Curriculum are licensed, not sold, subject to the terms of this Agreement. The Service and the Curriculum are valuable property of CFC and our licensors and are protected by copyright and other intellectual property laws and treaties. CFC, and our licensors, own all right, title, and interest in and to the Service and the Curriculum, including all copyright and other intellectual property rights therein.

5. 5. Payment Terms.

1. 5.1 Subscriptions. We offer different subscription plans for access and use of the Service and the Curriculum (each, a "Subscription"), on an annual or other periodic basis, all as specified on [the Service site](#).

WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) CFC (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU IN FULL OR ON A PERIODIC BASIS (AS

SELECTED BY YOU VIA THE SERVICE) FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) IN ADVANCE; AND (B) YOUR SUBSCRIPTION WILL CONTINUE THROUGH THE APPLICABLE SUBSCRIPTION TERM UNLESS WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT.

2. 5.2 Cancellation Policy. YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY CALLING COMMITTEE FOR CHILDREN AT THE NUMBER INDICATED ON OUR [CONTACT US](#) PAGE. IF YOU CANCEL YOUR SUBSCRIPTION WITHIN NINETY (90) DAYS OF PURCHASE, YOU WILL RECEIVE A FULL REFUND. COMMITTEE FOR CHILDREN HAS NO OBLIGATION TO REFUND ANY AMOUNTS FOR SUBSCRIPTIONS CANCELLED MORE THAN NINETY (90) DAYS AFTER PURCHASE.
3. 5.3 Free or Promotional Trials. From time to time, to the extent legally permitted, we may offer free or reduced rate promotional trials of certain Subscriptions for specified periods of time without payment or for a reduced promotional price. If we offer you a free or promotional trial, the specific terms of your free trial will be provided in the marketing materials describing the particular trial, during the registration process on SecondStep.org, or when the code for the trial is entered on SecondStep.org.

ONCE YOUR FREE OR REDUCED-RATE PROMOTIONAL TRIAL ENDS, YOUR ACCESS TO AND RIGHT TO USE FOR ALL PURPOSES THE SERVICE AND THE CURRICULUM WILL AUTOMATICALLY END AS WELL, WITHOUT NOTICE FROM US. AT SUCH TIME (OR AT ANYTIME BEFORE THE END OF YOUR FREE OR REDUCED RATE PROMOTIONAL TRIAL), YOU HAVE THE OPTION TO PURCHASE A SUBSCRIPTION THROUGH THE PROCESS DESCRIBED IN THIS AGREEMENT. WE RESERVE THE RIGHT TO MODIFY OR TERMINATE FREE OR REDUCED-RATE PROMOTIONAL TRIALS AT ANY TIME, WITHOUT NOTICE, AND IN OUR SOLE DISCRETION.

4. 5.4 Payment and Billing Information. By providing a payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you permit us (or our third party payment processor) to charge your

payment method for the total amount of your Subscription or other purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change or update payment information associated with your account, you can do so by calling, emailing or otherwise contacting us to adjust or edit your payment information. You acknowledge that the amount billed may vary due to promotional offers, changes to your Subscription or changes in applicable taxes or other charges, and you authorize us (or our third party payment processor) to charge your payment method for the corresponding amount.

5. 5.5 Pricing and Availability. All prices are shown in US dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Subscription, we will provide advance notice of such changes. We will not, however, be required to notify you of changes in any applicable taxes. All of our Service, Curriculum and Subscriptions are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, or to discontinue offering certain Service, Curriculum or Subscriptions without prior notice, even if you have already placed an order.
6. 5.6 Taxes. You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of a Subscription. We will collect applicable sales tax if we determine that we have a duty to collect sales tax. We will present any taxes that we are required to collect on your invoice, but note that actual taxes charged may be adjusted from the amount shown on the invoice. Several factors may cause this, such as variances between processor programs and changes in tax rates.
6. 6. Your Privacy Obligations. You represent and warrant that: (a) that you have sufficient rights in Your Data to grant the rights granted to CFC in Section 2.2; (b) all of Your Data provided in connection with the Service and the Curriculum is and will remain accurate and complete, and you will maintain and update such data as needed; (b) all of Your Data has been collected in accordance with Applicable Law (as defined in the Data Processing Addendum) including the provision of any required notice and the collection of any required consents necessary

for CFC's provision of the Service and the Curriculum; and (c) CFC's use of Your Data in accordance with this Agreement and on your instructions will not cause CFC to violate any Applicable Law.

7. 7. Feedback. You may provide CFC with comments, suggestions, observations, information, and other feedback regarding the performance, features, and functionality of the Service, including in response to any surveys or questions posed by CFC (collectively, "Feedback"). To the extent you voluntarily provide Feedback, you understand and agree that the Service-related and Curriculum-related data and information obtained or collected by CFC in connection with such access will be non-confidential and part of any Feedback you provide under this Agreement. CFC will own exclusive rights, including, without limitation, all intellectual property rights, in and to all Feedback and any resulting upgrades, updates, modifications, alterations, additions or changes to the Service or the Curriculum based on the Feedback, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
8. 8. Support Resources. CFC may provide certain support or maintenance resources for the Service and/or the Curriculum during your Subscription. If you have any questions regarding the Service or the Curriculum, please contact CFC at 800-634-4449 or support@cfchildren.org.
9. 9. No Warranty. IN ADDITION TO THE WARRANTY DISCLAIMERS IN OUR TERMS OF USE, YOU ACKNOWLEDGE AND AGREE THAT (A) THE SERVICE OR THE CURRICULUM MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) ACCESS AND USE OF THE SERVICE AND THE CURRICULUM IS AT YOUR SOLE RISK; (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; AND (D) YOU SHALL HAVE NO CLAIM AGAINST CFC OR RIGHT TO ANY REFUND FOR ANY UPDATE, UPGRADE, MODIFICATION, ALTERATION, CHANGE, ADDITION TO OR DELETION FROM THE SERVICE OR THE CURRICULUM OR WITH RESPECT TO ANY FEATURE, FUNCTIONALITY OR COMPONENT OF THE SERVICE OR THE CURRICULUM. CFC SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE SERVICE OR THE CURRICULUM OR FOR ANY LOSS OF DATA. CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE CURRICULUM WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS

(COLLECTIVELY, "FAULTS") OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, STATEMENT, REPRESENTATION OR ADVICE GIVEN BY CFC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS ABOVE AND IN OUR TERMS OF USE MAY NOT APPLY TO YOU.

10. 10. Limitation of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY IN OUR TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ANY OF THE OTHER CFC PARTIES (AS DEFINED IN OUR TERMS OF USE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OR THE ACCESS OR USE BY ANY AUTHORIZED USER OF THE SERVICE OR THE CURRICULUM (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE OR THE RELIANCE BY AUTHORIZED USERS ON ANY INFORMATION OBTAINED FROM CFC, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, FAULTS, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CFC'S RECORDS, PROGRAMS OR SYSTEMS), AND EVEN IF CFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALL LIMITATIONS OF LIABILITY UNDER SECTION 10 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

11. 11. Indemnification. In addition to your indemnification obligations set forth in our Terms of Use, to the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless CFC Parties from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to (a) your access to or use of the Services and Curriculum; (b) your violation of this Agreement; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (d) an Authorized Users' access to or use of the Services and Curriculum or violation of this Agreement; or (e) Your Data (including, without limitation, the violation of any Applicable Law). You agree to promptly notify the CFC Parties of any third-party Claims, cooperate with CFC Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the CFC Parties will have control of the defense or settlement, at CFC's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and CFC or the other CFC Parties.
12. 12. Term and Termination; Survival. The license granted under Section 2 shall be in effect from the date you first access the Service until the end of your Subscription. Either party may terminate this Agreement at any time, with or without cause, by providing written notice (email is sufficient) of termination to the other party. Upon such termination, the license granted under Section 2.1 will automatically terminate and you must promptly: (a) cease accessing and using the Service and any information related to the Service; and (b) destroy all information related to the Service in your possession or control. The following sections of this Agreement will survive any termination or expiration of this Agreement: Sections 1, 2.2, 3–15 and Exhibit A, Data Processing Addendum.
13. 13. Severability. If any term, clause, or provision of this Agreement is held invalid or unenforceable, then that term, clause, or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of this Agreement.
14. 14. Miscellaneous. This Agreement (including the Data Processing Addendum), together with CFC's Terms of Use and Privacy Policy (as applicable), constitute the entire agreement between CFC and you regarding your Subscription and use of the Service and the Curriculum. THIS AGREEMENT IS GOVERNED BY THE LAWS OF

THE STATE OF WASHINGTON WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN KING COUNTY, WASHINGTON.

15. 15. Contact. If you have any questions or concerns regarding the Service or this Agreement, please contact CFC by email at support@cfchildren.org or by mail or phone at:

Committee for Children
2815 Second Ave., Suite 400
Seattle, WA 98121
[800-634-4449](tel:800-634-4449)

EXHIBIT A TO
SECOND STEP® K-8 DIGITAL CURRICULUM LICENSE AGREEMENT
[DATA PROCESSING ADDENDUM](#)

Exhibit A to Second Step® K-8 Digital Curriculum License Agreement - Data Processing Addendum

Last Updated: March 2021

Applies if first use is on or after March 15, 2021

This Data Processing Addendum ("Addendum") supplements the Second Step® K-8 Digital Curriculum License Agreement (the "Agreement"), between You ("Customer") and Committee for Children ("CFC"), is effective as of the date You begin to implement use of the Services and Curriculum as defined in the Agreement (the "Effective Date"), and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreement. In the event of any inconsistency or conflict between this Addendum and the Agreement, this Addendum will govern. Customer and CFC agree as follows:

1. 1. Personal Information. In connection with providing the Service and the Curriculum under the Agreement, CFC will be Processing Personal Information on behalf of Customer. "Personal Information" means information that relates, directly or indirectly, to an identified or identifiable person (a "Data Subject"), which may include names, email addresses, postal addresses, or online identifiers, that Customer provides or submits in connection with the Agreement. For the avoidance of doubt "Personal Information" includes all information that falls under the definition of "Personally Identifiable Information" as that term is defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. §1232, 34 C.F.R. Part 99 ("FERPA"). As between Customer and CFC, all Personal Information is the sole and exclusive property of Customer.
2. 2. CFC and Customer Responsibilities. The parties acknowledge and agree that: (a) CFC is a processor and/or service provider, as applicable, with respect to Personal Information under Applicable Law (defined below); (b) Customer is a controller and/or business with respect to Personal Information under Applicable Law; and (c) each party will comply with the obligations applicable to it under Applicable Law with respect to the Processing of Personal Information.
3. 3. CFC Responsibilities. "Process" or "Processing" means any operation or set of operations which is performed on Personal Information, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Personal Information. As a part of providing the Curriculum and the Service under the Agreement, CFC will:
 1. (a) Process Personal Information solely in accordance with Customer's documented instructions, including as contained within the Agreement and as necessary to provide the Curriculum and the Service. Without limiting the foregoing, CFC will not: (i) collect, retain, use, or disclose Personal

Information for any purpose other than as necessary for the specific purpose of performing the Service and providing the Curriculum, or as described in the Agreement, including use of the Personal Information for a commercial purpose other than providing the Service and the Curriculum; and (ii) sell the Personal Information;

2. (b) Process Personal Information in accordance with laws, rules, and regulations that apply to CFC's provision of the Service and the Curriculum under the Agreement, including, as applicable, the California Consumer Privacy Act ("CCPA"), FERPA, the Children's Internet Protection Act, Pub. L. 106-554 (the "CIPA"), the Protection of Pupil Rights Amendment Act, 20 U.S.C. §1232h, 34 C.F.R. Part 98 (the "PPRA"), and Washington's Public Records Act (the "PRA"), Chapter 42.56 RCW (collectively, "Applicable Law");
3. (c) not disclose Personal Information to any third party without first, except to the extent prohibited by Applicable Law, (i) notifying Customer of the anticipated disclosure (so as to provide Customer the opportunity to oppose the disclosure and obtain a protective order or seek other relief); (ii) obtaining Customer's prior consent to the disclosure; or (iii) imposing contractual obligations on the third party recipient that are at least reasonably equivalent to those obligations imposed on CFC under this Addendum;
4. (d) amend, correct, or erase Personal Information at Customer's reasonable written request and provide a means for Customer to update and make accurate Personal Information Processed by CFC;
5. (e) notify Customer of any third party request (by a Data Subject or otherwise) to (i) restrict the Processing of Personal Information; (ii) port Personal Information to a third party; or (iii) access, rectify, or erase Personal Information. CFC will use commercially reasonable efforts to assist Customer, at Customer's reasonable written request and expense, in complying with Customer's obligations to respond to requests and complaints directed to Customer with respect to Personal Information Processed by CFC;
6. (f) ensure that CFC personnel Processing Personal Information are subject to obligations of confidentiality; and
7. (g) keep Personal Information logically distinct from other information of CFC or its personnel, suppliers, customers or other third parties.

CFC will use commercially reasonable efforts to inform Customer if CFC becomes aware or reasonably suspects that Customer's instructions regarding the Processing of Personal Information may breach any Applicable Law.

4. 4. CFC's Processing of Education Records. With respect to CFC's Processing of Personal Information contained within Education Records (as defined within FERPA), CFC agrees that in performing its obligations under this Addendum, (1) CFC is acting as a "School Official," as that term is used in FERPA, by providing, developing, or evaluating educational products or services to Customer and Customer's students as described in the Agreement. Without

limiting the generality of the foregoing, CFC will comply with applicable obligations related to education records and Personal Information, and will use the educational records and Personal Information of Customer's students only to the extent necessary to fulfill the specific purpose of this Addendum and the Agreement. CFC is under the direct control of Customer with respect to the use and maintenance of education records including, but not limited to, 34 C.F.R. §99.33, when using and re-disclosing Personal Information. CFC shall at all times reasonably comply with relevant policies or procedures of Customer relating to FERPA, privacy, minors, the protection of data, and the like, to the extent that such policies or procedures are not inconsistent with this Addendum, including, but not limited to, Customer's privacy statements.

1. (a) *Production of Education Records*. During the Term, CFC shall after its receipt of a written request from Customer, produce to Customer any data, whether electronic or hard copy, that is in the possession of CFC and that constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if the requested record(s) is/are also in the possession of Customer.
2. (b) *Return of Education Records*. Unless CFC obtains Customer's written consent to the contrary, then reasonably promptly after the expiration of the Term or sooner termination of the Agreement, CFC shall return to Customer all data in its possession, whether electronic or hard copy, that contains or constitutes an education record of a student of Customer. CFC shall not be required to comply with the foregoing if CFC has no such data; or (b) the Customer already has access to such data and that such access shall continue indefinitely.
3. (c) *Destruction of Education Records*. During the Term, CFC shall not destroy any record that constitutes or contains Personal Information or an education record. After the expiration or sooner termination of the Agreement, CFC shall not destroy any record that constitutes or contains Personal Information or an education record of a student of Customer under FERPA without providing advance written notice to Customer.
4. (d) *Retention of Education Records*. After the expiration or sooner termination of the Agreement, CFC may retain data obtained as a result of this Addendum and the Agreement to the extent required to comply with applicable law or CFC's recordkeeping policies, or such data that is fully "de-identified," which, for the purpose of this Addendum, means that it has been stripped of all direct and indirect student identifiers and does not constitute "Personally Identifiable Information" under FERPA.
5. 5. Subcontractors. CFC will not engage another processor to process Customer's Personal Information without authorization from Customer, which Customer hereby provides. Customer hereby provides its general written authorization for CFC's use of subcontractors to Process Personal Information on behalf of Customer.
6. 6. Security Safeguards. CFC will use commercially reasonable efforts to implement and maintain appropriate technical and organizational measures

consistent with industry standards to protect and ensure the confidentiality, integrity, and availability of Personal Information.

7. 7. Security Breach. If CFC becomes aware of any actual Security Breach (defined below), CFC will take commercially reasonable efforts to, without undue delay: (a) notify Customer of the Security Breach and any third-party legal processes relating to the Security Breach; and (b) help Customer investigate, remediate, and take any action required under Applicable Law regarding the Security Breach. "Security Breach" means any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of Personal Information under CFC's possession or control. The obligations in this Section do not apply to incidents that are caused by Customer or Customer's personnel or Authorized Users.
8. 8. Return or Destruction of Personal Information. Upon written request by Customer or when CFC no longer is required to Process Personal Information to fulfill its obligations under the Agreement, CFC will use commercially reasonable efforts to (a) cease all use of Personal Information; and (b) return all Personal Information to Customer or, at Customer's option, destroy all Personal Information and all copies thereof, except to the extent that CFC is required under Applicable Law to keep a copy of Personal Information for a specified period of time.
9. 9. Disclaimer. CFC makes no representation or warranty that this addendum is legally sufficient to meet Customer's needs under applicable law, including the CCPA, FERPA, CIPA, PPRA and PRA. CFC expressly disclaims all representations or warranties, whether express, implied, statutory, through a course of dealing, or otherwise that this addendum will comply with or satisfy any of Customer's obligations under applicable law. Customer fully understands that it is solely responsible for complying with all of its obligations imposed by applicable law. the parties agree that there will be no presumption that any ambiguities in this addendum will be construed or interpreted against the drafter.

Second Step® SEL for Adults Digital Program License Agreement

Last Updated: June 2021

Applies if first use is on or after June 1, 2021

This Digital Program License Agreement (“Agreement”) with Committee for Children (“Committee for Children,” “CFC,” “we,” or “us”) governs access and use of the online service and support (the “Service”) that allows “You” (the school, district or other institution that is the purchaser of this license subscription) and an educator accessing the Service on behalf of Your organization in an authorized school facility (each an “Authorized User”) to access Second Step SEL for Adults professional learning materials, micro-learnings, videos, supplemental and related activities, administrative dashboard, and other resources (collectively, the “Program”), and governs the use by You and Authorized Users of the Program.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE AND USE BY AUTHORIZED USERS OF THE SERVICE AND THE PROGRAM. BY ACCESSING OR USING THE SERVICE OR USING THE PROGRAM AND BY PERMITTING AUTHORIZED USERS TO DO SO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR DATA PROCESSING ADDENDUM AND OUR TERMS OF USE, BOTH OF WHICH ARE INCORPORATED BY THIS REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR OUR [DATA PROCESSING ADDENDUM](#) AND/OR OUR [TERMS OF USE](#), YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR THE PROGRAM. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms in this Agreement shall prevail. The Data Processing Addendum is Exhibit A to this Agreement.

1. 1. Consent to Electronic Communications; Eligibility. CFC may be required by law to send communications to You or Authorized Users that pertain to the Service or the Program and use thereof. You consent to receipt of these communications electronically (e.g., via email, through the CFC websites, or via the Service) in accordance with our [Privacy Policy](#). Authorized Users and other individuals must be at least 18 years of age to access or use the Service or the Program. By using the Service or the Program, You represent and warrant that all Authorized Users and any individual acting on Your behalf (a) are 18 years of age or older; (b) have not been previously suspended or removed from the Service or engaged in any activity that could result in suspension or removal from the Service; (c) have the full power and authority to enter into this Agreement and in so doing will not violate any other agreement to which You are a party; (d) are not barred from receiving or using the Service or the Program under the laws of the United States or any other applicable jurisdiction; and (e) to the extent that You make available the Service or the Program to an Authorized User, You will ensure that each Authorized User meets the above eligibility requirements and acts in accordance with this Agreement, including the Terms of Use, and You will be responsible for the acts and omissions of each Authorized User under this Agreement. You further represent and warrant that the individual acting for You is authorized to agree to the terms of this Agreement and our Terms of Use on behalf of You and any and all Authorized Users. If You are accessing or using the Service or the Program on behalf of another person or entity, You represent that You are authorized to accept this Agreement and our Terms of Use on that person or entity’s behalf and that the person or entity agrees to

be responsible to us if You or the other person or entity violates this Agreement or our Terms of Use.

2. 2. Scope of License to the Service.

1. 2.1. License to Service and Program. Subject to the terms and conditions of this Agreement, CFC grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during Your Subscription to (i) access and use the Service and the Program and any associated documentation and information provided by CFC online via CFC's website(s) or, in the case of downloadable portions of the Program, via a hosted, password protected platform owned and controlled by an authorized school district or school used to deliver such portions of the Program to Authorized Users, (ii) display and perform the Service and the Program, and (iii) download, use, copy and distribute the downloadable portions of the Program and permit Authorized Users to download, copy and use the same; all of the foregoing solely for Your own or an Authorized User's internal, noncommercial use and solely for purposes of (y) real-time, synchronous, in-person professional instruction and (z) real-time, synchronous remote video instruction over a secure, locked, password-protected service. Any CFC updates or upgrades to the Service or Program, including any updates or upgrades that supplement or replace the original Service or Program shall also be governed by this Agreement unless separate license terms accompany such updates or upgrades, in which case such separate terms will govern in the event of a conflict between such separate terms and this Agreement or as otherwise provided in such separate terms. We reserve the right, but shall have no obligation, in our sole discretion, to modify, update, upgrade or otherwise make changes, modifications, alterations, additions to or deletions from the Service and the Program and to change, modify, alter, add to, or eliminate features, functionality or components from the Service or Program at any time without notice and without obligation or liability to You.
2. 2.2. Rights to Your Data. You agree that, in order to provide the Service and the Program, CFC may process, transfer, use, store, transmit, display, and modify the data provided to CFC by You, including data that relates to You and your Authorized Users ("Your Data"). To the extent that CFC processes Personal Data (as defined in the Data Processing Addendum attached hereto as [Exhibit A](#)) contained within Your Data in connection with this Agreement, it will be subject to the Data Processing Addendum. As between You and CFC, You retain all right, title and interest in and to Your Data. You also acknowledge and agree that, where not prohibited by applicable law, CFC may deidentify and aggregate technical, usage, and other data about You and Your Authorized Users' use of the Service and the Program ("Aggregated Data"). CFC may use the Aggregated Data to analyze, improve, support and operate the Service and the Program and otherwise for any business purpose, during and after the term of this Agreement. For clarity, Aggregated Data excludes any Personal Data (as defined in the Data Processing Addendum attached hereto as [Exhibit A](#)) and will not identify You or Authorized Users. Aggregated Data will not be considered Your Data.
3. 3. License Restrictions. The rights granted in Section 2.1 of this Agreement constitute the entirety of Your rights with respect to the Service and the Program and CFC reserves all rights in and to the Service and the Program not expressly granted to you in this Agreement. The license granted to you in Section 2.1 is for internal purposes only and does not allow You or any Authorized User to do any of the following: (a) except as specifically provided in Section 2.1, permit or authorize any third party (other than an Authorized User) to access or use the Service; (b) use the Service or Program on any device You do not own or control; (c) reverse engineer,

decompile, disassemble or attempt to discover any source code or trade secrets related to the Service or any proprietary materials of CFC; (d) modify, alter or create any derivative works of the Service or the Program; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Service or the Program; (f) use or incorporate Your trademark(s) or other proprietary notice(s) or any third party trademark(s) or other proprietary notice(s) on, in or in connection with the Service or the Program or to suggest or imply any association between You or any third party and CFC or the Service or the Program; (g) work around any technical limitations in the Service; (h) combine, integrate into or with, or otherwise connect for any purpose the Service or the Program with Your goods or services or any third-party goods or services (other than the hosting of the Service on an authorized school district or school platform used to deliver the Service and the Program to Authorized Users) or (i) use the Service or the Program for purposes other than those for which it was designed or permitted under this Agreement, including, but not limited to, for purposes of downloading or distributing the Program or any other content made available via the Service (except as provided in Section 2.1). Unless stated in this Agreement or otherwise by CFC, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication, statute or otherwise. If You or any Authorized User breach any of these restrictions, You may be subject to prosecution and damages. The license granted in Section 2.1 is revocable at any time.

4. 4. Ownership of the Service and the Program. The Service and the Program are licensed, not sold, subject to the terms of this Agreement. The Service and the Program are valuable property of CFC and our licensors and are protected by copyright and other intellectual property laws and treaties. CFC, and our licensors, own all right, title, and interest in and to the Service and the Program, including all copyright and other intellectual property rights therein.
5. 5. Payment Terms.
 1. 5.1 Subscriptions. We offer different subscription plans for access and use of the Service and the Program (each, a "Subscription"), on an annual or other periodic basis, all as specified on [the Service site](#).
WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) CFC (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU IN FULL OR ON A PERIODIC BASIS (AS SELECTED BY YOU VIA THE SERVICE) FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) IN ADVANCE; AND (B) YOUR SUBSCRIPTION WILL CONTINUE THROUGH THE APPLICABLE SUBSCRIPTION TERM UNLESS WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT.
 2. 5.2 Cancellation Policy. YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY CALLING COMMITTEE FOR CHILDREN AT THE NUMBER INDICATED ON OUR [CONTACT US](#) PAGE. IF YOU CANCEL YOUR SUBSCRIPTION WITHIN NINETY (90) DAYS OF PURCHASE, YOU WILL RECEIVE A FULL REFUND. COMMITTEE FOR CHILDREN HAS NO OBLIGATION TO REFUND ANY AMOUNTS FOR SUBSCRIPTIONS CANCELLED MORE THAN NINETY (90) DAYS AFTER PURCHASE.
 3. 5.3 Free or Promotional Trials. From time to time, to the extent legally permitted, we may offer free or reduced rate promotional trials of certain Subscriptions for specified periods of time without payment or for a reduced promotional price. If we offer You a free or promotional trial, the specific terms of Your free trial will be provided in the marketing materials describing the particular trial, during the registration process on SecondStep.org, or when the code for the trial is entered on SecondStep.org.

ONCE YOUR FREE OR REDUCED-RATE PROMOTIONAL TRIAL ENDS, YOUR ACCESS TO AND RIGHT TO USE FOR ALL PURPOSES THE SERVICE AND THE PROGRAM WILL AUTOMATICALLY END AS WELL, WITHOUT NOTICE FROM US. AT SUCH TIME (OR AT ANYTIME BEFORE THE END OF YOUR FREE OR REDUCED RATE PROMOTIONAL TRIAL), YOU HAVE THE OPTION TO PURCHASE A SUBSCRIPTION THROUGH THE PROCESS DESCRIBED IN THIS AGREEMENT. WE RESERVE THE RIGHT TO MODIFY OR TERMINATE FREE OR REDUCED-RATE PROMOTIONAL TRIALS AT ANY TIME, WITHOUT NOTICE, AND IN OUR SOLE DISCRETION.

4. 5.4 Payment and Billing Information. By providing a payment method that we accept, You represent and warrant that You are authorized to use the designated payment method and that You permit us (or our third party payment processor) to charge Your payment method for the total amount of your Subscription or other purchase (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, Your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with Your order. In the event You want to change or update payment information associated with Your account, You can do so by calling, emailing or otherwise contacting us to adjust or edit Your payment information. You acknowledge that the amount billed may vary due to promotional offers, changes to Your Subscription or changes in applicable taxes or other charges, and You authorize us (or our third party payment processor) to charge Your payment method for the corresponding amount.
5. 5.5 Pricing and Availability. All prices are shown in US dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with Your Subscription, we will provide advance notice of such changes. We will not, however, be required to notify You of changes in any applicable taxes. All of our Service, Program and Subscriptions are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, or to discontinue offering certain Service, Program or Subscriptions without prior notice, even if You have already placed an order.
6. 5.6 Taxes. You are responsible for any sales, duty or other governmental taxes or fees due with respect to Your purchase of a Subscription. We will collect applicable sales tax if we determine that we have a duty to collect sales tax. We will present any taxes that we are required to collect on Your invoice, but note that actual taxes charged may be adjusted from the amount shown on the invoice. Several factors may cause this, such as variances between processor programs and changes in tax rates.
6. 6. Your Privacy Obligations. You represent and warrant that: (a) that You have sufficient rights in Your Data to grant the rights granted to CFC in Section 2.2; (b) all of Your Data provided in connection with the Service and the Program is and will remain accurate and complete, and You will maintain and update such data as needed; (b) all of Your Data has been collected in accordance with Applicable Law (as defined in the Data Processing Addendum) including the provision of any required notice and the collection of any required consents necessary for CFC's provision of the Service and the Program; and (c) CFC's use of Your Data in accordance with this Agreement and on Your instructions will not cause CFC to violate any Applicable Law.
7. 7. Feedback. You and Authorized Users may provide CFC with comments, suggestions, observations, information, and other feedback regarding the performance, features, and functionality of the Service, including in response to any surveys or questions posed by CFC (collectively, "Feedback"). To the extent You or an Authorized User voluntarily provide

Feedback, You understand and agree that the Service-related and Program-related data and information obtained or collected by CFC in connection with such access will be non-confidential and part of any Feedback You provide under this Agreement. CFC will own exclusive rights, including, without limitation, all intellectual property rights, in and to all Feedback and any resulting upgrades, updates, modifications, alterations, additions or changes to the Service or the Program based on the Feedback, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to You or Authorized Users.

8. 8. Disclaimers. CFC shall have no obligation to monitor, moderate, screen, scan, or review Your Data or any content You or an Authorized User uploads or posts to the Service. In addition, to the greatest extent permissible under applicable law, CFC makes no representation regarding, and will accept no liability for, any obligation as a mandatory reporter for Your Data or content uploaded or posted to the Service, or to otherwise notify you about content posted by an Authorized User to the Service.
9. 9. Support Resources. CFC may provide certain support or maintenance resources for the Service and/or the Program during Your Subscription. If you have any questions regarding the Service or the Program, please contact CFC at 800-634-4449 or support@cfchildren.org.
10. 10. No Warranty. IN ADDITION TO THE WARRANTY DISCLAIMERS IN OUR TERMS OF USE, YOU ACKNOWLEDGE AND AGREE THAT (A) THE SERVICE OR THE PROGRAM MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) ACCESS AND USE OF THE SERVICE AND THE PROGRAM IS AT YOUR SOLE RISK; (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; AND (D) YOU SHALL HAVE NO CLAIM AGAINST CFC OR RIGHT TO ANY REFUND FOR ANY UPDATE, UPGRADE, MODIFICATION, ALTERATION, CHANGE, ADDITION TO OR DELETION FROM THE SERVICE OR THE PROGRAM OR WITH RESPECT TO ANY FEATURE, FUNCTIONALITY OR COMPONENT OF THE SERVICE OR THE PROGRAM. CFC SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE SERVICE OR THE PROGRAM OR FOR ANY LOSS OF DATA. CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE PROGRAM WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (COLLECTIVELY, "FAULTS") OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, STATEMENT, REPRESENTATION OR ADVICE GIVEN BY CFC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS ABOVE AND IN OUR TERMS OF USE MAY NOT APPLY TO YOU.
11. 11. Limitation of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY IN OUR TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ANY OF THE OTHER CFC PARTIES (AS DEFINED IN OUR TERMS OF USE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OR THE ACCESS OR USE BY ANY AUTHORIZED USER OF THE SERVICE OR THE PROGRAM (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE OR THE RELIANCE BY AUTHORIZED USERS ON ANY INFORMATION OBTAINED FROM CFC, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, FAULTS, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CFC'S RECORDS, PROGRAMS OR SYSTEMS), AND EVEN IF CFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALL LIMITATIONS OF LIABILITY UNDER SECTION 11 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

12. 12. Indemnification. In addition to your indemnification obligations set forth in our Terms of Use, to the fullest extent permitted by applicable law, You will indemnify, defend and hold harmless CFC Parties from and against any losses, liabilities, claims, demands, damages, expenses or costs ("Claims") arising out of or related to (a) Your access to or use of the Services and Program; (b) Your violation of this Agreement; (c) Your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (d) an Authorized Users' access to or use of the Services and Program or violation of this Agreement; or (e) Your Data (including, without limitation, the violation of any Applicable Law). You agree to promptly notify the CFC Parties of any third-party Claims, cooperate with CFC Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the CFC Parties will have control of the defense or settlement, at CFC's sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and CFC or the other CFC Parties.
13. 13. Term and Termination; Survival. The license granted under Section 2 shall be in effect from the date You first access the Service until the end of your Subscription. Either party may terminate this Agreement at any time, with or without cause, by providing written notice (email is sufficient) of termination to the other party. Upon such termination, the license granted under Section 2.1 will automatically terminate and You must promptly: (a) cease accessing and using the Service and any information related to the Service; and (b) destroy all information related to the Service in Your possession or control. The following sections of this Agreement will survive any termination or expiration of this Agreement: Sections 1, 2.2, 3–16 and Exhibit A, Data Processing Addendum.
14. 14. Severability. If any term, clause, or provision of this Agreement is held invalid or unenforceable, then that term, clause, or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of this Agreement.
15. 15. Miscellaneous. This Agreement (including the Data Processing Addendum), together with CFC's Terms of Use and Privacy Policy (as applicable), constitute the entire agreement between CFC and You regarding Your Subscription and use of the Service and the Program. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF WASHINGTON WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES. THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN KING COUNTY, WASHINGTON.
16. 16. Contact. If You have any questions or concerns regarding the Service or this Agreement, please contact CFC by email at support@cfchildren.org or by mail or phone at:

Committee for Children
2815 Second Ave., Suite 400
Seattle, WA 98121
[800-634-4449](tel:800-634-4449)

EXHIBIT A TO
SECOND STEP® SEL FOR ADULTS DIGITAL PROGRAM LICENSE AGREEMENT
[DATA PROCESSING ADDENDUM](#)

Exhibit A to Second Step® SEL for Adults Digital Program License Agreement DATA PROCESSING ADDENDUM

Last Updated: June 2021

Applies if first use is on or after June 1, 2021

This Data Processing Addendum ("Addendum") supplements the Second Step® SEL for Adults Digital Program License Agreement (the "Agreement"), between You ("Customer") and Committee for Children ("CFC"), is effective as of the date Customer begins to implement use of the Services and Program as defined in the Agreement (the "Effective Date"), and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreement. In the event of any inconsistency or conflict between this Addendum and the Agreement, this Addendum will govern. Customer and CFC agree as follows:

1. 1. Personal Information. In connection with providing the Service and the Program under the Agreement, CFC will be Processing Personal Information on behalf of Customer. "Personal Information" means information that relates, directly or indirectly, to an identified or identifiable person (a "Data Subject"), which may include names, email addresses, employer information, postal addresses, or online identifiers, that Customer provides or submits in connection with the Agreement. CFC's Services and Program are not designed to collect or process protected health information, and CFC maintains it is not a "Covered Entity" or "Business Associate" as defined by the Health Insurance Portability and Accountability Act ("HIPAA"). Customer acknowledges it is not a "Covered Entity" or a "Business Associate" as defined by HIPAA. For the avoidance of doubt "Personal Information" includes all information that falls under the definition of "Personally Identifiable Information" as that term is defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. §1232, 34 C.F.R. Part 99 ("FERPA"). As between Customer and CFC, all Personal Information is the sole and exclusive property of Customer. For clarity, Customer will not provide to CFC, nor instruct CFC to process within the Services or Program, sensitive Personal Information, including but not limited to, health or medical information, financial information, social security or driver's license numbers, biometric information, genetic information, Education Records, or information concerning sex life or sexual orientation.
2. 2. CFC and Customer Responsibilities. The parties acknowledge and agree that: (a) CFC is a processor and/or service provider, as applicable, with respect to Personal Information under Applicable Law (defined below); (b) Customer is a controller and/or business with respect to Personal Information under Applicable Law; and (c) each party will comply with the obligations applicable to it under Applicable Law with respect to the Processing of Personal Information.
3. 3. CFC Responsibilities. "Process" or "Processing" means any operation or set of operations which is performed on Personal Information, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Personal Information. As a part of providing the Program and the Service under the Agreement, CFC will:
 0. (a) Process Personal Information solely in accordance with Customer's documented instructions, including as contained within the Agreement and as necessary to provide

the Program and the Service. Without limiting the foregoing, CFC will not: (i) collect, retain, use, or disclose Personal Information for any purpose other than as necessary for the specific purpose of performing the Service and providing the Program, or as described in the Agreement, including use of the Personal Information for a commercial purpose other than providing the Service and the Program; and (ii) sell the Personal Information;

1. (b) Process Personal Information in accordance with laws, rules, and regulations that apply to CFC's provision of the Service and the Program under the Agreement, including, as applicable, the California Consumer Privacy Act ("CCPA"), FERPA, the Children's Internet Protection Act, Pub. L. 106-554 (the "CIPA"), the Protection of Pupil Rights Amendment Act, 20 U.S.C. §1232h, 34 C.F.R. Part 98 (the "PPRA"), and Washington's Public Records Act (the "PRA"), Chapter 42.56 RCW, and other applicable US state laws regulating the processing of Personal Information (collectively, "Applicable Law");
2. (c) not disclose Personal Information to any third party without first, except to the extent prohibited by Applicable Law, (i) notifying Customer of the anticipated disclosure (so as to provide Customer the opportunity to oppose the disclosure and obtain a protective order or seek other relief); (ii) obtaining Customer's prior consent to the disclosure; or (iii) imposing contractual obligations on the third party recipient that are at least reasonably equivalent to those obligations imposed on CFC under this Addendum;
3. (d) amend, correct, or erase Personal Information at Customer's reasonable written request and provide a means for Customer to update and make accurate Personal Information Processed by CFC;
4. (e) notify Customer of any third party request (by a Data Subject or otherwise) to (i) restrict the Processing of Personal Information; (ii) port Personal Information to a third party; or (iii) access, rectify, or erase Personal Information. CFC will use commercially reasonable efforts to assist Customer, at Customer's reasonable written request and expense, in complying with Customer's obligations to respond to requests and complaints directed to Customer with respect to Personal Information Processed by CFC;
5. (f) ensure that CFC personnel Processing Personal Information are subject to obligations of confidentiality; and
6. (g) keep Personal Information logically distinct from other information of CFC or its personnel, suppliers, customers or other third parties.

CFC will use commercially reasonable efforts to inform Customer if CFC becomes aware or reasonably suspects that Customer's instructions regarding the Processing of Personal Information may breach any Applicable Law.

4. 4. CFC's Processing of Education Records. The Program is not designed or intended to collect Personal Information contained within Education Records (as defined within FERPA). For clarity, Customer will not provide to CFC, nor instruct CFC to process within the Services or Program, Personal Information contained within Education Records (as defined within FERPA).
5. 5. Subcontractors. CFC will not engage another processor to process Customer's Personal Information without authorization from Customer, which Customer hereby provides. Customer hereby provides its general written authorization for CFC's use of subcontractors to Process Personal Information on behalf of Customer.
6. 6. Security Safeguards. CFC will use commercially reasonable efforts to implement and maintain appropriate technical and organizational measures consistent with industry standards to protect and ensure the confidentiality, integrity, and availability of Personal Information.

7. 7. Security Breach. If CFC becomes aware of any actual Security Breach (defined below), CFC will take commercially reasonable efforts to, without undue delay: (a) notify Customer of the Security Breach and any third-party legal processes relating to the Security Breach; and (b) help Customer investigate, remediate, and take any action required under Applicable Law regarding the Security Breach. "Security Breach" means any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of Personal Information under CFC's possession or control. The obligations in this Section do not apply to incidents that are caused by Customer or Customer's personnel or Authorized Users.
8. 8. Return or Destruction of Personal Information. Upon written request by Customer or when CFC is no longer required to Process Personal Information to fulfill its obligations under the Agreement, CFC will use commercially reasonable efforts to (a) cease all use of Personal Information; and (b) return all Personal Information to Customer or, at Customer's option, destroy all Personal Information and all copies thereof, except to the extent that CFC is required under Applicable Law to keep a copy of Personal Information for a specified period of time.
9. 9. DISCLAIMER. CFC MAKES NO REPRESENTATION OR WARRANTY THAT THIS ADDENDUM IS LEGALLY SUFFICIENT TO MEET CUSTOMER'S NEEDS UNDER APPLICABLE LAW, INCLUDING THE CCPA, FERPA, CIPA, PPRA AND PRA. CFC EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, THROUGH A COURSE OF DEALING, OR OTHERWISE THAT THIS ADDENDUM WILL COMPLY WITH OR SATISFY ANY OF CUSTOMER'S OBLIGATIONS UNDER APPLICABLE LAW. CUSTOMER FULLY UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL OF ITS OBLIGATIONS IMPOSED BY APPLICABLE LAW. THE PARTIES AGREE THAT THERE WILL BE NO PRESUMPTION THAT ANY AMBIGUITIES IN THIS ADDENDUM WILL BE CONSTRUED OR INTERPRETED AGAINST THE DRAFTER.

* * * *



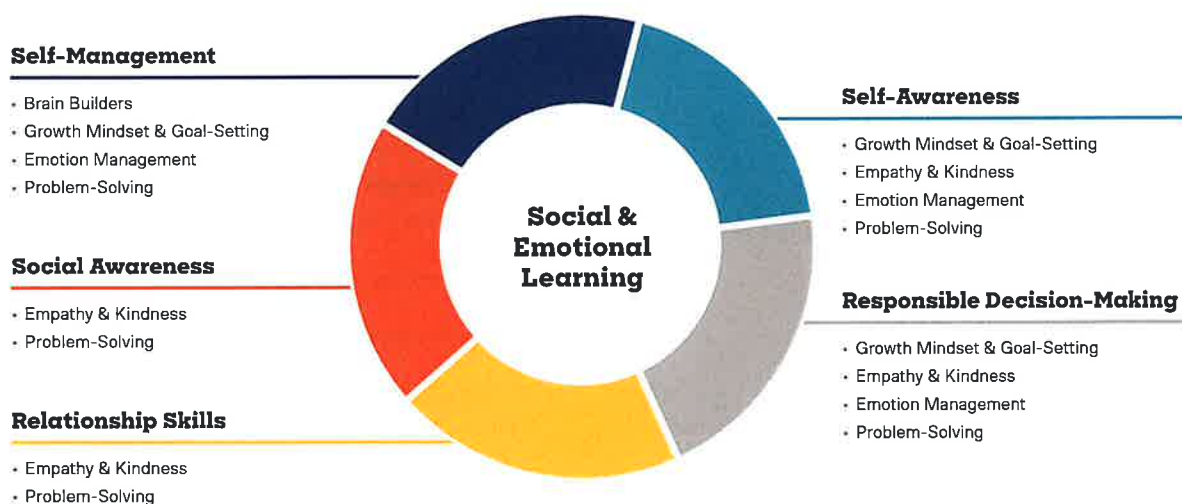
**ALIGNMENT CHART
CASEL CORE SEL COMPETENCIES**



Second Step® Elementary Digital Program

This diagram illustrates how elements in the Second Step® Elementary digital program align with the Collaborative for Academic, Social, and Emotional Learning (CASEL) core social-emotional learning (SEL) competencies. The SEL competencies are woven throughout the Second

Step Elementary digital program, as shown by the overlap between SEL competencies and elements of the Second Step® program in the diagram below. For example, the Responsible Decision-Making competency is addressed in each unit of the Second Step Elementary digital program.



What Is CASEL?

CASEL is the nation's leading organization advancing the development of academic, social, and emotional competence for all students. Its mission is to help make evidence-based social-emotional learning an integral part of education from preschool through high school.

To that end, CASEL has identified five interrelated SEL core competencies: self-management, self-awareness, social awareness, relationship skills, and responsible decision-making.

What Is the Second Step® Elementary Digital Program?

The research-based Second Step® Elementary digital program is a universal, classroom-based program designed to increase students' school success and decrease problem behaviors by promoting social-emotional competence. It helps elementary school students focus on learning, cope with challenges, and develop prosocial behaviors (behaviors intended to help others). Lessons equip students with the mindset, knowledge, and skills to handle strong emotions, set goals, solve problems, and create strong friendships.

At Committee for Children, we believe SEL can help us navigate differences, appreciate one another's perspectives, and act with empathy and compassion in our day-to-day lives. We also believe SEL can be leveraged to speak to children's cultural assets, help educators examine their policies and practices through an equity lens, and bring in the voices of those who have historically not been heard. Accordingly, our new Second Step Elementary digital program specifically addresses core tenets of CASEL's equity lens on SEL work.

Student voice is elevated throughout the lessons in the following ways:

- Soliciting student ideas and opinions
- Providing choices
- Connecting content to students' real-life experiences
- Providing opportunities for students to share their knowledge and diverse experiences

To prepare students for identity development in adolescence, the Second Step Elementary digital program provides opportunities:

- To discuss personal strengths
- For students to honor and understand others' differences based on their varied personal experiences
- For students to share aspects of their personal, familial, and cultural experiences

The new Second Step Elementary digital program supports teachers in creating a positive classroom climate and supports students' sense of **school connectedness and belonging** by making students feel accepted, known, and valued through community-building classroom interactions. These interactions help teachers capitalize on students' varied strengths, learn more about their students' lives, demonstrate caring and respect, validate students' experiences, support peer collaboration, and honor students' identities outside the classroom. These efforts to **increase a sense of community** are reinforced by content throughout the program that requires students to:

- Consider the collective as well as the individual
- Set community goals
- Identify and analyze how individuals use empathy to make their community better
- Identify community-level problems and whether solutions meet all members' varied needs



How Does the Second Step® Elementary Digital Program Develop Core SEL Competencies?

The following table outlines key skills developed through various Second Step® Elementary digital program elements.

Second Step® Program Element	Key Skill(s) Developed	CASEL Core SEL Competencies
Brain Builders	<ul style="list-style-type: none"> • Executive-function skills 	<ul style="list-style-type: none"> • Self-Management
Growth Mindset & Goal-Setting	<ul style="list-style-type: none"> • Focus attention • Ignore distractions • Persevere through challenges • Understand that the brain can grow and change • Improve skills through practice and effort • Set goals and make plans to reach a goal 	<ul style="list-style-type: none"> • Self-Management • Self-Awareness • Responsible Decision-Making
Emotion Management	<ul style="list-style-type: none"> • Identify and understand one's own emotions • Recognize and identify emotions in others • Recognize strong emotions • Manage strong emotions by using strategies to feel calm 	<ul style="list-style-type: none"> • Self-Management • Self-Awareness • Responsible Decision-Making
Empathy & Kindness	<ul style="list-style-type: none"> • Recognize kindness and act kindly toward others • Develop empathy for others • Take others' perspectives • Act with empathy 	<ul style="list-style-type: none"> • Responsible Decision-Making • Relationship Skills • Social Awareness
Problem-Solving	<ul style="list-style-type: none"> • Manage strong emotions to feel calm before solving problems • Describe the problem • Identify the wants and needs of those involved • Think of many solutions • Explore the outcomes of the solutions • Pick the best solution 	<ul style="list-style-type: none"> • Self-Management • Self-Awareness • Social Awareness • Responsible Decision-Making • Relationship Skills



**ALIGNMENT CHART
CASEL CORE SEL COMPETENCIES**

Second Step® Middle School

This diagram illustrates how elements in Second Step® Middle School align with the Collaborative for Academic, Social, and Emotional Learning (CASEL) core social-emotional learning (SEL) competencies. All CASEL core competencies are addressed and woven throughout the units and elements of Second Step Middle School to fully support students' well-being.

Self-Management

- Mindsets & Goals
- Thoughts, Emotions & Decisions
- Managing Relationships & Social Conflict
- Advisory Activities

Social Awareness

- Recognizing Bullying & Harassment
- Managing Relationships & Social Conflict
- Advisory Activities

Relationship Skills

- Managing Relationships & Social Conflict
- Advisory Activities



Self-Awareness

- Mindsets & Goals
- Recognizing Bullying & Harassment
- Thoughts, Emotions & Decisions
- Managing Relationships & Social Conflict
- Advisory Activities

Responsible Decision-Making

- Mindsets & Goals
- Recognizing Bullying & Harassment
- Thoughts, Emotions & Decisions
- Managing Relationships & Social Conflict
- Advisory Activities

What Is CASEL?

CASEL is the nation's leading organization advancing the development of academic, social, and emotional competence for all students. Its mission is to help make evidence-based SEL an integral part of education from preschool through high school. To that end, CASEL has identified five interrelated SEL core competencies: self-management, self-awareness, social awareness, relationship skills, and responsible decision-making.

What Is Second Step® Middle School?

Second Step Middle School is a universal, classroom-based program designed to increase students' school success by promoting social-emotional competence. The research-based program helps early adolescents cope with challenges, create positive relationships, and develop the critical thinking skills they need to succeed socially and academically. Lessons equip students with the mindsets,



What Is Second Step® Middle School? (continued)

knowledge, and skills to handle strong emotions, make and follow through on good decisions, and show empathy and respect for others.

Committee for Children, the maker of Second Step® programs, believes SEL can help children and adults navigate differences, appreciate one another's perspectives, and act with empathy and compassion in their day-to-day lives. Committee for Children also believes SEL can be leveraged to speak to children's cultural assets, help educators examine their policies and practices through an equity lens, and elevate the voices of those who have historically been silenced. Accordingly, Second Step Middle School works in various ways to achieve what CASEL has termed "transformative SEL": SEL that builds relationships, values differences, and addresses systemic inequities and community issues.

Student voice is elevated throughout Second Step Middle School lessons in the following ways:

- Activities that support autonomy and provide students with meaningful choices
- Real-world application of content to students' lives
- Opportunities for students to share their knowledge, ideas, opinions, and diverse experiences

To support students' identity development, Second Step Middle School provides opportunities to:

- Identify their personal strengths and interests
- Explore values
- Discuss unique aspects of their identity
- Honor and understand others' differences based on their varied personal experiences
- Share aspects of their personal, familial, and cultural experiences

Second Step Middle School supports teachers in creating a positive classroom climate and supports students' **sense of school connectedness and belonging** by helping students feel accepted, known, and valued through community-building classroom interactions. These interactions are prompted by lessons as well as by optional Class Meetings and Class Challenges. They help teachers capitalize on students' varied strengths, learn more about their students' lives, demonstrate caring and respect, validate students' experiences, support peer collaboration, and honor students' identities outside the classroom. Efforts to increase a sense of community are reinforced by content throughout the program that requires students to:

- Recognize negative behaviors (such as bullying and harassment) that threaten the safety of their school community, and consider their role in creating a safer community
- Analyze their school community and advocate for positive changes
- Consider varied perspectives in conflicts and propose solutions that meet the needs of everyone involved

How Does Second Step® Middle School Develop CASEL Core SEL Competencies?

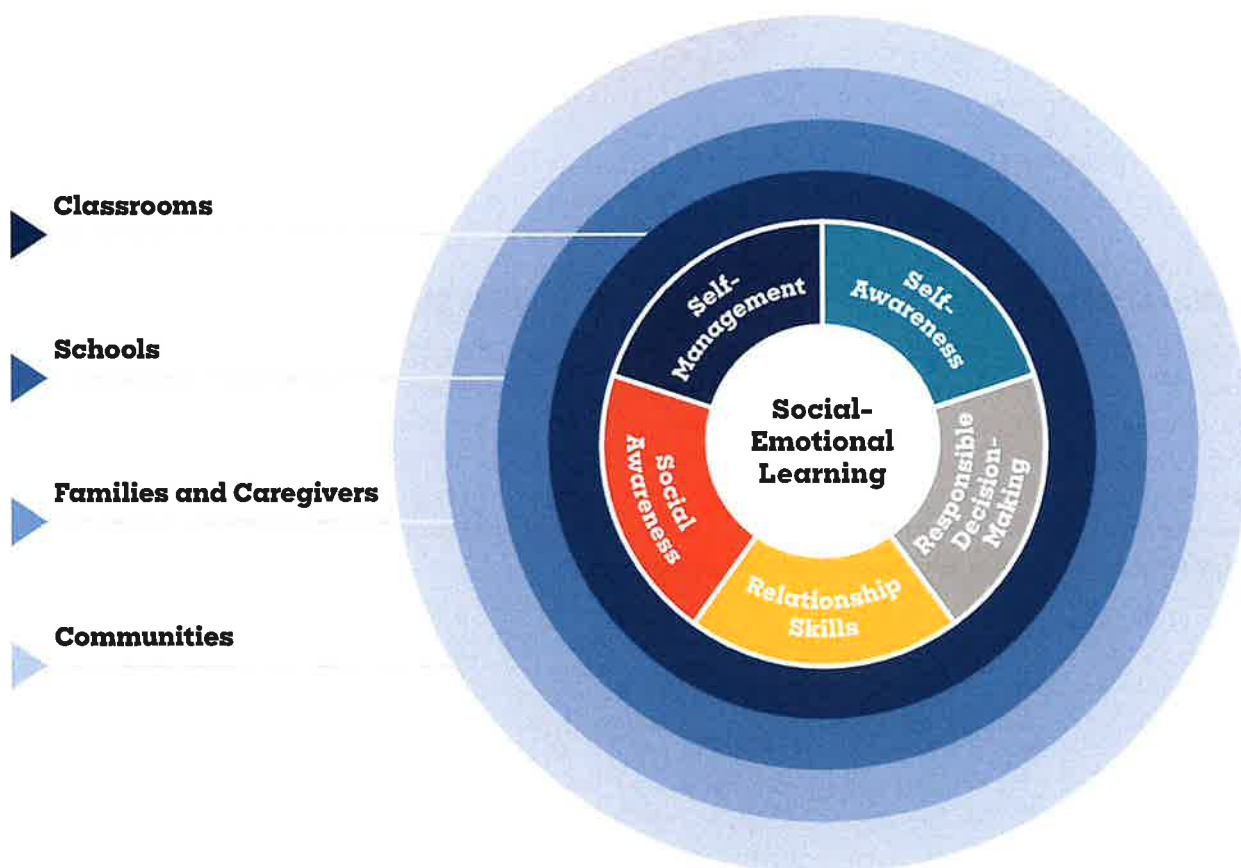
The following table outlines key skills developed through various Second Step Middle School elements.

Second Step® Middle School Element	Key Skills Developed	CASEL Core SEL Competencies
Mindsets & Goals Unit	<ul style="list-style-type: none"> • Understanding that the brain can grow and change • Setting and monitoring goals • Planning ahead for difficult situations • Developing strengths and interests 	<ul style="list-style-type: none"> • Responsible Decision-Making • Self-Awareness • Self-Management
Recognizing Bullying & Harassment Unit	<ul style="list-style-type: none"> • Recognizing bullying and harassment • Standing up safely to bullying • Responding appropriately to harassment 	<ul style="list-style-type: none"> • Relationship Skills • Responsible Decision-Making • Self-Awareness • Social Awareness
Thoughts, Emotions & Decisions Unit	<ul style="list-style-type: none"> • Handling unhelpful thoughts and strong emotions • Using strategies to calm down 	<ul style="list-style-type: none"> • Responsible Decision-Making • Self-Awareness • Self-Management
Managing Relationships & Social Conflict Unit	<ul style="list-style-type: none"> • Recognizing different perspectives • Recognizing and avoiding serious conflicts • Resolving serious conflicts 	<ul style="list-style-type: none"> • Relationship Skills • Responsible Decision-Making • Self-Awareness • Self-Management • Social Awareness
Advisory Activities (Optional)	<ul style="list-style-type: none"> • Practicing social-emotional skills with nearly 200 activities (scripted Class Meetings, Class Challenges, and Service-Learning Projects) 	<ul style="list-style-type: none"> • Relationship Skills • Responsible Decision-Making • Self-Awareness • Self-Management • Social Awareness

ALIGNMENT CHART
CASEL CORE SEL COMPETENCIES

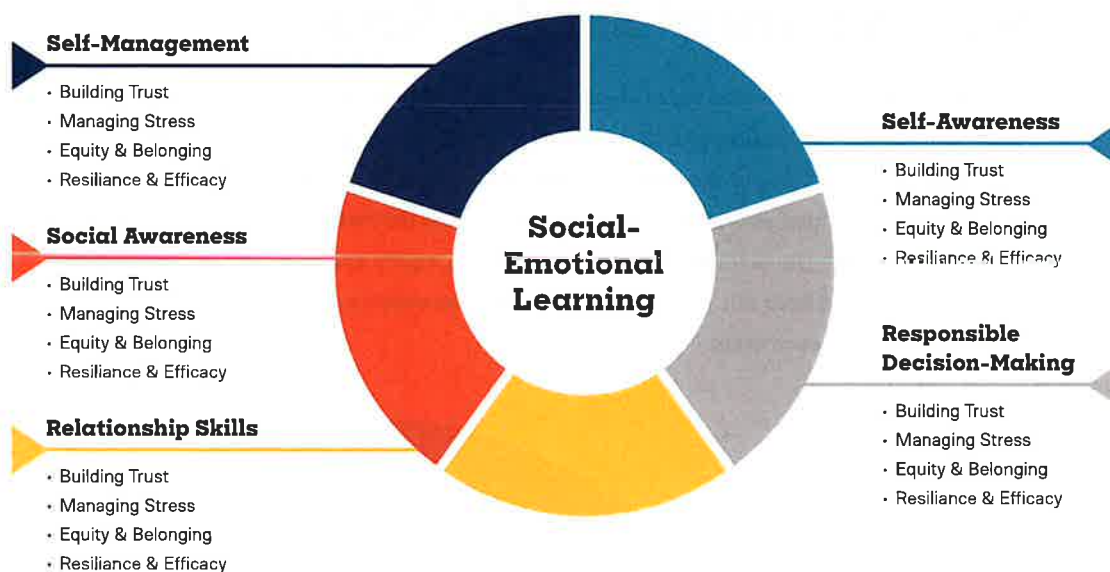
Second Step® SEL for Adults

Adult social-emotional learning (SEL) aligns in two ways with the Collaborative for Academic, Social, and Emotional Learning (CASEL) framework. The outer rings of the framework emphasize the importance of the contexts in which students experience SEL: the classroom environment, the school environment, with adults who care for them, and in communities. By intentionally focusing on building trust, managing stress, equity and belonging, and resilience and efficacy, Second Step SEL for Adults helps educators create a safe, supportive environment for every child—and each other.





The framework's inner circle shows the core SEL competencies of self-management, social awareness, relationship skills, self-awareness, and responsible decision-making. These competencies are woven throughout the Second Step® SEL for Adults modules and components to fully support educators' well-being.



What Is CASEL?

CASEL is the nation's leading organization advancing the development of academic, social, and emotional competence for all students. Its mission is to help make evidence-based SEL an integral part of education from preschool through high school. To that end, CASEL has identified five interrelated SEL core competencies: self-management, self-awareness, social awareness, relationship skills, and responsible decision-making.

What Is Second Step® SEL for Adults?

Second Step SEL for Adults is a research-based, stand-alone SEL program designed to help K-12 leadership and staff strengthen their social-emotional skills. The modules in Second Step SEL for Adults prioritize educator well-being and help build a positive and supportive school climate.

How Does Second Step® SEL for Adults Develop Core SEL Competencies?

The following table outlines some of the key capacities listed in the revised 2020 CASEL framework and developed through Second Step SEL for Adults modules.

Second Step® SEL for Adults Module	Key Capacities Developed	CASEL Core SEL Competencies
Building Trust	<ul style="list-style-type: none"> • Demonstrating honesty and integrity • Showing the courage to take initiative • Taking others' perspectives • Recognizing strengths in others • Demonstrating empathy and compassion • Showing concern for the feelings of others 	<ul style="list-style-type: none"> • Self-Awareness • Self-Management • Social Awareness • Relationship Skills • Responsible Decision-Making
Managing Stress	<ul style="list-style-type: none"> • Linking feelings, values, and thoughts • Identifying one's emotions • Managing one's emotions • Identifying and using stress-management strategies • Taking others' perspectives • Demonstrating empathy and compassion • Showing concern for the feelings of others • Understanding and expressing gratitude • Communicating effectively • Resolving conflicts constructively • Seeking or offering support and help when needed • Practicing teamwork and collaborative problem-solving • Identifying solutions for personal and social problems • Anticipating and evaluating the consequences of one's actions • Reflecting on one's role to promote personal, family, and community well-being 	<ul style="list-style-type: none"> • Self-Awareness • Self-Management • Social Awareness • Relationship Skills • Responsible Decision-Making
Equity & Belonging	<ul style="list-style-type: none"> • Examining prejudices and biases • Identifying personal, cultural, and linguistic assets • Showing the courage to take initiative • Taking others' perspectives • Recognizing strengths in others • Showing concern for the feelings of others • Identifying diverse social norms, including unjust ones • Understanding the influences of organizations and systems on behavior • Communicating effectively 	<ul style="list-style-type: none"> • Self-Awareness • Self-Management • Social Awareness • Relationship Skills • Responsible Decision-Making



How Does Second Step® SEL for Adults Develop Core SEL Competencies? (continued)

Second Step® SEL for Adults Module	Key Capacities Developed	CASEL Core SEL Competencies
Equity & Belonging (continued)	<ul style="list-style-type: none"> • Developing positive relationships • Demonstrating cultural competency • Standing up for the rights of others • Practicing teamwork and collaborative problem-solving • Demonstrating curiosity and open-mindedness • Identifying solutions for personal and social problems • Anticipating and evaluating the consequences of one's actions • Evaluating personal, interpersonal, community, and institutional impacts 	<ul style="list-style-type: none"> • Self-Awareness • Self-Management • Social Awareness • Relationship Skills • Responsible Decision-Making
Resilience & Efficacy	<ul style="list-style-type: none"> • Experiencing self-efficacy • Having a growth mindset • Setting personal and collective goals • Using planning and organizational skills • Showing the courage to take initiative • Demonstrating personal and collective agency • Taking others' perspectives • Recognizing strengths in others • Recognizing situational demands and opportunities • Communicating effectively • Developing positive relationships • Practicing teamwork and collaborative problem-solving • Demonstrating curiosity and open-mindedness • Identifying solutions for personal and social problems 	<ul style="list-style-type: none"> • Self-Awareness • Self-Management • Social Awareness • Relationship Skills • Responsible Decision-Making



The Second Step® family of programs, rooted in social-emotional learning (SEL), helps transform schools into supportive, successful learning environments uniquely equipped to help children thrive.

By offering research-based SEL curricula for early learning through middle school, out-of-school time environments, and adult educators—in combination with the Second Step® Bullying Prevention Unit and Second Step® Child Protection Unit—we've formed an integrated, comprehensive program that makes a difference. It's a difference you can feel the moment you open the doors to a Second Step school—a sense of safety and respect grounded in the social-emotional health and well-being of the entire school community.

Learn more at SecondStep.org or call us at 1-800-634-4449, ext. 1.



FULL SCOPE AND SEQUENCE

Second Step® Elementary and Second Step® Middle School Digital Programs

Kindergarten

Unit 1: Growth Mindset & Goal-Setting

CASEL Core Competencies: Self-Awareness, Self-Management, Relationship Skills

Lesson Title	Objectives Students will be able to:
Lesson 1 We Watch. We Listen. We Think.	Demonstrate they know ways to pay attention
Lesson 2 Why We Pay Attention	Identify reasons to pay attention
Lesson 3 Mistakes Are Okay!	Recognize mistakes are a part of learning by encouraging themselves and others when they make mistakes
Lesson 4 Practice Makes Better	Name two ways they can get better at a skill
Lesson 5—Performance Task Let's Practice and Learn!	Demonstrate paying attention and using kind words to encourage themselves and others while learning something new together

Kindergarten

Unit 2: Emotion Management

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills

Lesson Title	Objectives Students will be able to:
Lesson 6 Sometimes We Feel Happy	Give at least one reason why they think someone is feeling happy
Lesson 7 Sometimes We Feel Sad	Give at least one reason why they think someone is feeling sad
Lesson 8 Sometimes We Feel Mad	Give at least one reason why they think someone is feeling mad
Lesson 9 We Can Feel Calm	Practice asking for help and slow breathing as ways to feel calm
Lesson 10—Performance Task What Are They Feeling?	Label feelings using behavioral and contextual clues and demonstrate a way to feel calm

Unit 3: Empathy & Kindness

CASEL Core Competencies: Self-Awareness, Social Awareness, Relationship Skills

Lesson Title	Objectives Students will be able to:
Lesson 11 We Can Be Kind	Give an example of a kind act
Lesson 12 Why Kindness?	Give a reason why they think kind acts are important
Lesson 13 Showing Kindness	Demonstrate two kind acts: asking "Would you like to share?" and "Would you like a hug?"
Lesson 14 Kindness at School	Give at least one example of a kind act they could do in a given situation
Lesson 15—Performance Task Demonstrating Kindness	Give at least one example of a kind act they have done or someone has done for them

Kindergarten

Unit 4: Problem-Solving

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 16 We Can Say the Problem	Repeat a clearly stated problem
Lesson 17 Ready to Solve Problems	Name "feeling calm" as a helpful first step for problem-solving
Lesson 18 Apologizing Can Help	Demonstrate apologizing as a problem-solving strategy
Lesson 19 Taking Turns and Sharing	Demonstrate offering to share or taking turns as problem-solving strategies
Lesson 20—Performance Task We Can Solve Problems	Demonstrate a problem-solving process

Grade 1

Unit 1: Growth Mindset & Goal-Setting

CASEL Core Competencies: Self-Awareness, Self-Management

Lesson Title	Objectives Students will be able to:
Lesson 1 Time to Pay Attention	Demonstrate how they pay attention
Lesson 2 Everyone Gets Distracted	Name behaviors that would help them pay attention when distracted
Lesson 3 You Did It!	Describe how they have gotten better at one skill they've learned
Lesson 4 Helpful Thoughts	Suggest helpful thoughts to encourage themselves to keep trying
Lesson 5—Performance Task We Can Do It!	Demonstrate practicing and paying attention—despite mistakes and distractions—to learn something new

Grade 1

Unit 2: Emotion Management

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness

Lesson Title	Objectives Students will be able to:
Lesson 6 Noticing Feelings	Name one way they can guess how someone feels
Lesson 7 Sometimes We Feel Worried	Name a reason for why they think someone feels worried
Lesson 8 Feeling Calm	Name a reason for why they think someone feels calm
Lesson 9 Feeling Frustrated	Name a reason for why they think someone feels frustrated
Lesson 10—Performance Task Noticing Clues	Label feelings using behavioral and contextual clues and demonstrate a way to feel calm

Unit 3: Empathy & Kindness

CASEL Core Competencies: Self-Awareness, Social Awareness, Relationship Skills

Lesson Title	Objectives Students will be able to:
Lesson 11 The Power of Kind Acts	Describe how kind acts can help people feel good
Lesson 12 Ways to Be Kind	Demonstrate two kind acts: asking "Are you okay?" and offering their company
Lesson 13 Offering Kind Acts	Demonstrate two kind acts: offering to help and inviting to join
Lesson 14 Practicing Kind Acts	With adult support, demonstrate at least one kind act they could do for others
Lesson 15—Performance Task Demonstrating Kind Acts	Demonstrate at least one kind act they could do for others

Grade 1

Unit 4: Problem-Solving

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 16 How to Say the Problem	State a problem respectfully
Lesson 17 Was It an Accident?	Identify problems caused by accidents and demonstrate an appropriate response
Lesson 18 Ask for What You Need	Describe what they would want and need to solve a problem
Lesson 19 We Can Make It Better	Identify ways to make amends to solve a problem
Lesson 20—Performance Task Solving Problems	Suggest one way to solve a problem

Grade 2

Unit 1: Growth Mindset & Goal-Setting

CASEL Core Competencies: Self-Awareness, Self-Management, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 1 How to Get Good at Something	Identify things they've done to get good at something
Lesson 2 What Mistakes Tell Us	Give at least one example of things they can do to keep going when they get stuck or make mistakes
Lesson 3 Helpful and Unhelpful Thoughts	Identify the likely outcomes of a character's helpful or unhelpful thoughts
Lesson 4 We Can Change Our Thoughts	Replace unhelpful thoughts with helpful thoughts
Lesson 5—Performance Task Learn and Get Better	Apply what they've learned to give advice to someone having a hard time acquiring a new skill

Grade 2

Unit 2: Emotion Management

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills

Lesson Title	Objectives Students will be able to:
Lesson 6 Feeling Proud	Identify reasons for feeling proud
Lesson 7 Feeling Disappointed	Identify reasons for feeling disappointed
Lesson 8 Help Yourself Feel Better	Generate helpful thoughts as a strategy to regulate strong feelings
Lesson 9 Different Feelings	Recognize that people can have different feelings about the same situation because of their experiences
Lesson 10—Performance Task How Do You Feel?	Explain why different people can have different feelings in the same situation

Unit 3: Empathy & Kindness

CASEL Core Competencies: Self-Awareness, Social Awareness, Relationship Skills

Lesson Title	Objectives Students will be able to:
Lesson 11 What's Empathy?	Describe how empathy leads to an act of kindness
Lesson 12 Empathy in Action	Describe how empathy has led them to show kindness to others
Lesson 13 Having Empathy	Identify a kind act they could do for someone
Lesson 14 Empathy at School	Use empathy to identify a kind act they could do for a person in their school community
Lesson 15—Performance Task Empathy and Kindness	Use empathy to identify a kind act they could do for a person of their choosing

Grade 2

Unit 4: Problem-Solving

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 16 The Way to Say a Problem	State the problem without blame
Lesson 17 Thinking of Solutions	Generate multiple solutions to a problem
Lesson 18 Which Solution?	Explain why one solution is better than another for solving a given problem
Lesson 19 What Would I Want?	Generate ways to make amends to solve a problem
Lesson 20—Performance Task Be a Problem-Solver	Generate possible solutions and select the solution that makes sense

Grade 3

Unit 1: Growth Mindset & Goal-Setting

CASEL Core Competencies: Self-Awareness, Self-Management, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 1 Changing Your Brain	State what happens in their brain when they learn a new skill
Lesson 2 Getting Better with Practice	Describe the connection between their own practice and effort and the changes that happened in their brain
Lesson 3 More Than Practice	Name two additional actions they can take to improve a skill
Lesson 4 Planning for Practice	Make a practice plan with a partner
Lesson 5—Performance Task Make a Practice Plan	Use a handout to make a practice plan for a skill they want to get better at

Grade 3

Unit 2: Emotion Management

CASEL Core Competencies: Self-Awareness, Self-Management, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 6 Why Emotions?	Suggest an example of information that emotions give them
Lesson 7 How Angry?	Differentiate feeling annoyed, angry, and furious through contextual and behavioral clues
Lesson 8 Take a Break	Recognize when and how to take a break to regulate a strong emotion
Lesson 9 How Happy?	Differentiate feeling content, happy, and excited through contextual and behavioral clues
Lesson 10—Performance Task Strength of Feelings	Recognize differences between levels of intensity of similar emotions

Unit 3: Empathy & Kindness

CASEL Core Competencies: Self-Awareness, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 11 Kindness and Friendship	Identify kind acts that can build a new friendship
Lesson 12 Building a Friendship	Identify kind acts that can make existing friendships stronger
Lesson 13 My Kind of Kindness	Describe different ways people prefer to be shown kindness
Lesson 14 Asking Questions	Ask questions to determine how someone else feels and identify a kind act they might want
Lesson 15—Performance Task Do Something Kind	Generate kind acts they can do to build a friendship



Grade 3

Unit 4: Problem-Solving

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 16 STEP by Step	Recall a process they can use to solve problems (STEP)
Lesson 17 S: Say the Problem	Restate the wants and needs of each person involved in a given problem
Lesson 18 T: Think and E: Explore	Identify whose wants and needs are met by possible solutions
Lesson 19 P: Pick a Solution	Pick a solution for a given problem and explain why they chose it
Lesson 20—Performance Task Solving a Problem	Solve a given problem using the STEP process

Grade 4

Unit 1: Growth Mindset & Goal-Setting

CASEL Core Competencies: Self-Awareness, Self-Management, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 1 Setting a Good Goal	Use criteria to identify a class goal
Lesson 2 Making a Plan	Make an effective plan to reach a class goal
Lesson 3 Checking Our Progress	Evaluate progress toward a class goal so they can make adjustments if needed
Lesson 4 Reflecting On Our Journey	Reflect on the goal-setting process
Lesson 5—Performance Task Ready, Set, Goal!	Apply the goal-setting process to a new group goal and reflect on how it went

Grade 4

Unit 2: Emotion Management

CASEL Core Competencies: Self-Awareness, Self-Management, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 6 The Balanced Brain	Explain why it is important to manage strong emotions
Lesson 7 What Is Rethinking?	Describe the benefits of rethinking a situation
Lesson 8 How to Rethink	Use questions to help them rethink given situations
Lesson 9 Take Another Look	Rethink a situation they have personally experienced
Lesson 10—Performance Task Rethink It!	Rethink a variety of situations

Unit 3: Empathy & Kindness

CASEL Core Competencies: Self-Awareness, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 11 The Same, But Different	Explain different points of view in a given situation
Lesson 12 Ask, Listen, Learn	Generate questions a person could ask to better understand someone's point of view
Lesson 13 Seeing It Differently	Ask questions to better understand someone's point of view
Lesson 14 Changing Your Mind	Explain how understanding someone's point of view could change their own thinking or actions
Lesson 15—Performance Task A New Point of View	Demonstrate taking another person's point of view

Grade 4

Unit 4: Problem-Solving

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 16 A Good Problem-Solver	Explain what they can do to be a better problem-solver
Lesson 17 Saying It Respectfully	Describe a given problem from each person's point of view
Lesson 18 Exploring Outcomes	Evaluate possible solutions to a given problem
Lesson 19 A Good Solution	Evaluate which solution best solves a problem
Lesson 20—Performance Task STEP into Problem-Solving	Apply the STEP process to solve a problem from each person's point of view

Grade 5

Unit 1: Growth Mindset & Goal-Setting

CASEL Core Competencies: Self-Awareness, Self-Management, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 1 The Right Goal for Me	Identify a personal goal and explain why it is right for them
Lesson 2 My Plan	Make an effective plan to reach a personal goal
Lesson 3 Changing My Plan	Evaluate their progress toward a personal goal so they can adjust their plan if needed
Lesson 4 Time to Reflect	Reflect on their experience of working toward a personal goal
Lesson 5—Performance Task My 10-Minute Goal	Apply the goal-setting process to a new personal goal and reflect on how it went

Grade 5

Unit 2: Emotion Management

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 6 Strong Emotions	Give an example of a recurring situation that causes them to feel strong emotions
Lesson 7 What Is Stress?	Identify signs and causes of stress in themselves
Lesson 8 Planning for Change	Identify what a person can think or do differently to manage their strong emotion in a recurring situation
Lesson 9 What Can I Change?	Identify what they can think or do differently to manage strong emotions in a recurring situation
Lesson 10—Performance Task Making a Change	Identify two things they can change in a recurring personal situation to preemptively manage strong emotions

Unit 3: Empathy & Kindness

CASEL Core Competencies: Self-Awareness, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 11 Empathy in the Community	Describe how people used empathy to identify and address a community problem
Lesson 12 What's the Problem?	Identify problems in their community and the people affected
Lesson 13 A Different Point of View	Describe different points of view to build empathy for the people affected by a community problem
Lesson 14 Community Solutions	Evaluate possible solutions to a community problem
Lesson 15—Performance Task Your Solution	Explain how their solution meets the wants and needs of the people affected by a community problem

Grade 5

Unit 4: Problem-Solving

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 16 Beginning to STEP	Explain how to begin the STEP problem-solving process
Lesson 17 When? Where? Who?	Identify when, where, and with whom to work on different problems
Lesson 18 Solutions Web	Predict whether a potential solution will be successful based on the points of view of everyone involved
Lesson 19 Let's Reflect	Evaluate the outcome of a solution based on how it affected everyone involved
Lesson 20—Performance Task Putting It All Together	Apply the STEP process and consider the context in which they might best solve the problem

Grade 6

Unit 1: Mindsets & Goals

Program Themes: Academic Success, Belonging, Growth Mindset, Helping Others, Planning Ahead, Perspective-Taking, Resilience, Starting Right

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 1A Starting Middle School	Describe challenges they might face as they start middle school and identify resources where they can get help
Lesson 1B Helping New Students	Use empathy skills to identify ways they can help new students feel welcome and comfortable at school
Lesson 2 How to Grow Your Brain	Describe what happens in their brains when they try something new and how their brains change with experience and practice
Lesson 3 Trying New Strategies	Name new strategies they can try when they're having trouble learning something new
Lesson 4 Making Goals Specific	Write a specific goal
Lesson 5 Breaking Down Your Goals	Break a big, long-term goal down into smaller, short-term goals
Lesson 6 Monitoring Your Progress	Set progress markers for their goal, determine when their goal has been achieved, and determine if they need to try a new strategy to reach their goal
Lesson 7—Performance Task Bringing It All Together	Create an action plan for achieving a goal

Grade 6

Unit 2: Recognizing Bullying & Harassment

Program Themes: Bullying and Harassment, Conflicts, Helping Others

CASEL Core Competencies: Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 8 Common Types of Bullying	Describe the three most common types of in-person bullying (physical, relational, and verbal)
Lesson 9 Recognizing Bullying	Describe the effects of being bullied and recognize the difference between bullying and joking around
Lesson 10 Responding to Cyberbullying	Describe what cyberbullying is and its effects and identify strategies for responding to cyberbullying
Lesson 11 How to Be an Upstander	Explain how to use three upstander strategies
Lesson 12 Standing Up and Staying Safe	Describe the challenges of being an upstander and choose appropriate strategies for responding to bullying while staying safe
Lesson 13—Performance Task Raising Awareness About Bullying	Apply their knowledge from the unit to promote awareness about bullying prevention at school

Unit 3: Thoughts, Emotions & Decisions

Program Themes: Conflicts, Resilience, Staying Calm, Thoughts and Emotions

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 14 What Emotions Tell You	Describe why emotions matter in their lives
Lesson 15 Emotions and Your Brain	Describe what happens in their brains when they feel a strong emotion
Lesson 16 How Emotions Affect Your Decisions	Describe how strong emotions can influence the decisions they make
Lesson 17 Managing Your Emotions	Demonstrate and evaluate strategies for managing their emotions

Grade 6

Lesson Title	Objectives Students will be able to:
Lesson 18 What Works Best for You?	Determine the emotion-management strategies that work best for them and choose the best strategy to use in a situation, given the context
Lesson 19—Performance Task Raising Awareness About Managing Emotions	Apply their knowledge from the unit to promote awareness about emotion-management strategies at school

Unit 4: Managing Relationships & Social Conflict

Program Themes: Conflicts, Growth Mindset, Perspective-Taking, Relationships

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 20 We're Changing	Describe the changes they've gone through in the past, the change(s) they're currently going through, and how those changes affect their relationships
Lesson 21 Why Conflicts Escalate	Identify actions that escalate conflicts and determine ways to prevent conflicts from becoming more serious
Lesson 22 Considering Multiple Perspectives	Examine a social conflict from multiple perspectives so they can resolve minor conflicts
Lesson 23 Respectful Communication	Demonstrate how to use respectful, non-defensive language to prevent conflicts from getting worse
Lesson 24 Resolving Challenging Conflicts	Identify and evaluate various solutions to a conflict in order to find the best solution
Lesson 25 Making Amends	Demonstrate how to make amends in meaningful and restorative ways
Lesson 26—Performance Task Conflict Solvers	Demonstrate resolving a social conflict

Grade 7

Unit 1: Mindsets & Goals

Program Themes: Academic Success, Belonging, Growth Mindset, Helping Others, Perspective-Taking, Planning Ahead, Resilience, Starting Right

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 1A Starting Middle School	Describe challenges they might face as they start middle school and identify resources where they can get help
Lesson 1B Helping New Students	Use empathy skills to identify why some students feel nervous when they're starting middle school and ways they can help new students feel welcome and comfortable at school
Lesson 2 Creating New Pathways in Your Brain	Explain how practicing something difficult helps the brain grow new neural pathways
Lesson 3 Learning from Mistakes and Failure	Analyze simple and complex scenarios to determine what they can learn from making mistakes
Lesson 4 Identifying Roadblocks	Distinguish between internal and external roadblocks
Lesson 5 Overcoming Roadblocks 1	Think of and select appropriate strategies as part of If-Then Plans for overcoming roadblocks
Lesson 6 Overcoming Roadblocks 2	Create an If-Then Plan to anticipate and get past a roadblock that could prevent them from achieving a goal
Lesson 7—Performance Task Advice on Roadblocks	Give advice to a sixth-grade student who's trying to learn something new and feels like giving up



Grade 7

Unit 2: Recognizing Bullying & Harassment

Program Themes: Bullying and Harassment, Conflicts, Helping Others, Relationships

CASEL Core Competencies: Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 8 What Is Harassment?	Define harassment in their own words and distinguish between bullying and harassment
Lesson 9 What Is Sexual Harassment?	Recognize and define sexual harassment and explain the difference between flirting and sexual harassment
Lesson 10 The Effects of Sexual Harassment	Describe the effects of sexual harassment and identify sexual harassment support resources available at school
Lesson 11 Gender-Based Harassment	Recognize gender-based harassment and the effects it can have on someone, as well as how stereotypes about gender contribute to gender-based harassment
Lesson 12 Our Rights and Responsibilities	Describe their right to be protected from harassment at school, as well as the responsibilities they and their school have to create a harassment-free environment
Lesson 13—Performance Task Preventing Harassment	Describe their rights and responsibilities regarding harassment and the consequences of engaging in harassment to their peers

Unit 3: Thoughts, Emotions & Decisions

Program Themes: Conflicts, Resilience, Staying Calm, Thoughts and Emotions

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 14 Emotions Matter	Explain the importance of emotions and describe how emotions can affect their thoughts and decisions
Lesson 15 Feel, Think, Do	Explain how thoughts and emotions are connected and can affect their decisions
Lesson 16 Unhelpful Thoughts	Distinguish helpful thoughts from unhelpful thoughts and analyze how unhelpful thoughts can negatively affect the decisions they make
Lesson 17 Reframing Unhelpful Thoughts	Explain how to interrupt and reframe unhelpful thoughts

Grade 7

Lesson Title	Objectives Students will be able to:
Lesson 18 Practicing Positive Self-Talk	Practice using positive self-talk to reframe unhelpful thoughts
Lesson 19—Performance Task Making Better Decisions	Demonstrate how strong emotions can prompt unhelpful thoughts and model strategies for managing their emotions and reframing unhelpful thoughts

Unit 4: Managing Relationships & Social Conflict

Program Themes: Conflicts, Perspective-Taking, Planning Ahead, Relationships

CASEL Core Competencies: Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 20 What Makes a Conflict Escalate?	Identify common reasons why social conflicts escalate from minor to major
Lesson 21 Keeping Your Cool in a Conflict	Describe how using emotion-management strategies can prevent the escalation of a conflict
Lesson 22 Conflicts and Perspectives	Explain how to listen to and consider someone else's perspective during a conflict
Lesson 23 Resolving Conflict Part 1	Describe the perspectives of everyone involved in a conflict in a nonjudgmental way
Lesson 24 Resolving Conflict Part 2	Consider possible solutions and their consequences in order to find the best solution for resolving a conflict
Lesson 25 Taking Responsibility for Your Actions	Explain what to do to take responsibility for their actions and make things as right as possible
Lesson 26—Performance Task Tips for Resolving Conflicts	Identify the key elements of resolving conflicts successfully

Grade 8

Unit 1: Mindsets & Goals

Program Themes: Academic Success, Belonging, Growth Mindset, Planning Ahead, Relationships, Resilience, Starting Right, Values

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 1 Welcome!	Describe how the Second Step® program can help them navigate physical, social, and emotional changes in adolescence
Lesson 2 Who Am I? My Identity	Name unique and important aspects of their identities
Lesson 3 My Interests and Strengths	Describe how they used their personal strengths to develop an interest, skill, or ability
Lesson 4 Harnessing My Strengths	Explain how to use their strengths to get better at something new
Lesson 5 Pursuing My Interests	Describe ways to make the most of positive factors and decrease the effects of negative factors while pursuing an interest or goal
Lesson 6 My Future Self	Describe important aspects of their future identities
Lesson 7—Performance Task My Path Forward	Identify strengths and skills they already have and explain how they can use them to develop their interests

Unit 2: Recognizing Bullying & Harassment

Program Themes: Bullying and Harassment, Conflicts, Helping Others

CASEL Core Competencies: Self-Awareness, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 8 Understanding Bullying	Recognize that most people believe bullying is harmful behavior, despite its prevalence in school culture
Lesson 9 Social Factors that Contribute to Bullying	Recognize how social factors contribute to bullying and harassment

Grade 8

Lesson Title	Objectives Students will be able to:
Lesson 10 Environmental Factors that Contribute to Bullying	Identify environmental factors that contribute to bullying and harassment
Lesson 11 Speak Up and Start a Movement	Explain how to use strategies to disrupt factors that contribute to bullying and harassment
Lesson 12 Be Inclusive and Change Policies	Explain how to use additional strategies to disrupt factors that contribute to bullying and harassment
Lesson 13—Performance Task Stand Up for Change!	Apply their knowledge from the unit to create a plan for disrupting factors that contribute to bullying and harassment at school

Unit 3: Thoughts, Emotions & Decisions

Program Themes: Resilience, Staying Calm, Thoughts and Emotions

CASEL Core Competencies: Self-Awareness, Self-Management, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 14 Understanding Stress and Anxiety	Recognize how stress and anxiety affect their emotions, thoughts, and bodies
Lesson 15 Where Does Stress Come From?	Categorize common sources of stress and explain the difference between controllable and uncontrollable stressors
Lesson 16 Can Stress Help You Grow?	Reframe certain types of stress as opportunities for growth
Lesson 17 Strategies for Managing Stress	Demonstrate how to choose strategies for managing stress
Lesson 18 Changing Strategies and Getting Help	Analyze stressful situations, decide if they need to change strategies or get outside help to manage their stress, and identify people who can help them when they feel their stress is unmanageable
Lesson 19—Performance Task My Stress-Management Plan	Create an individual plan for managing their stress

Grade 8

Unit 4: Managing Relationships & Social Conflict

Program Themes: Academic Success, Belonging, Growth Mindset, Planning Ahead, Resilience, Starting Right

CASEL Core Competencies: Self-Awareness, Self-Management, Social Awareness, Relationship Skills, Responsible Decision-Making

Lesson Title	Objectives Students will be able to:
Lesson 20 My Values	Identify their core values and how their behaviors demonstrate these values
Lesson 21 Values and Relationships	Describe the connection between their values and healthy behaviors in relationships
Lesson 22 Recognizing Others' Perspectives	Analyze conflicts from multiple perspectives to help prevent them from escalating
Lesson 23 Finding the Best Solution	Generate and evaluate solutions to conflicts that are mutually acceptable to everyone affected
Lesson 24 Making Things Right	Identify a variety of ways for making amends to restore a relationship that's been damaged
Lesson 25 Unhealthy Relationships	Distinguish between healthy and unhealthy relationships
Lesson 26—Performance Task Guide to Healthy Relationships	Describe the importance of choosing healthy relationships, tell if a relationship is healthy, and recognize and manage unhealthy relationships
Lesson 27 High School Challenges	Identify challenges many students face starting high school and people they can go to for help with these challenges



ALIGNMENT CHART COMMON CORE ACADEMIC STANDARDS

Second Step® Elementary Digital Program

The charts in this document show how the Second Step Elementary digital program aligns to specific Common Core State Standards, which can be found at CoreStandards.org.

The Importance of Social-Emotional Learning

Social-emotional learning (SEL) is recognized as a key ingredient for school and life success. A 2011 meta-analysis¹ found that students participating in SEL programs showed significant gains in social-emotional skills, attitudes, and behaviors, as well as academic achievement.¹ Specific gains include:

- 11 percentile-point gain in overall academic achievement
- 23 percent improvement in social-emotional skills
- 9 percent improvement in attitudes about self, others, and school
- 9 percent improvement in school and classroom behavior
- 9 percent decrease in conduct problems, such as disruptive classroom behavior and aggression

¹ Durlak, J. A., Weissberg, R. P., Dymnicki, A. B., Taylor, R. D., & Schellinger, K. B. (2011). The impact of enhancing students' social and emotional learning: A meta-analysis of school-based universal interventions. *Child Development*, 82(1), 405–432. <https://doi.org/10.1111/j.1467-8624.2010.01564.x>

² Taylor, R. D., Oberle, E., Durlak, J. A., & Weissberg, R. P. (2017). Promoting positive youth development through school-based social and emotional learning interventions: A meta-analysis of follow-up effects. *Child Development*, 88(4), 1156–1171. <https://doi.org/10.1111/cdev.12864>

A 2017 follow-up study found that participation in an SEL program led to lasting positive effects on students' academic and social outcomes.² Specifically, student outcomes nearly four years after exposure to SEL interventions include:

- 13 percentile-point gain in academic performance
- 5 percent improvement in positive social behavior
- 6 percent improvement in conduct problems, with lower instances of emotional distress and drug use

Educators across the nation acknowledge the benefits of SEL in schools and agree that teaching students social-emotional skills is a necessary and valuable component of their education.

About the Second Step® Elementary Digital Program

The research-based Second Step Elementary digital program is a universal, fully web-based classroom program designed to help increase students' school success and help decrease problem behaviors by promoting social-emotional competence. It helps students cope with challenges, create positive relationships, and succeed both socially and academically.

Lessons provide the tools for students to develop mindsets, knowledge, and skills to handle strong emotions, show kindness and empathy for others, and solve problems with their peers.



Second Step® Elementary Digital Program Alignment with Common Core Academic Standards for Kindergarten

				Brain Builders		Unit 1: Growth Mindset & Goal-Setting		Key Skills & Concepts				Instructional Strategies							
				Executive-function skills: attention, working memory, and inhibitory control		Focus attention Recognize that attention helps them learn and stay safe Improve skills with practice and effort Understand mistakes are part of learning		Unit 2: Emotion Management	Unit 3: Empathy & Kindness		Unit 4: Problem-Solving	Discussion		Using Stories & Scenarios		Skill Practice			
Subject	Strand	Standard	Standard Description																
English Language Arts	Reading: Literature	CCSS.ELA-LITERACY.RL.K.3	With prompting and support, identify characters, settings, and major events in a story.	✓	✓		✓	✓			✓					✓	✓	✓	✓
		CCSS.ELA-LITERACY.RL.K.7	With prompting and support, describe the relationship between illustrations and the story in which they appear (e.g., what moment in a story an illustration depicts).	✓			✓		✓		✓					✓	✓	✓	✓
	Writing	CCSS.ELA-LITERACY.W.K.2	Use a combination of drawing, dictating, and writing to compose informative or explanatory texts in which they name what they are writing about and supply some information about the topic.	✓							✓							✓	✓
		CCSS.ELA-LITERACY.W.K.8	With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.	✓	✓		✓	✓					✓		✓	✓			
	Speaking & Listening	CCSS.ELA-LITERACY.SL.K.1	Participate in collaborative conversations with diverse partners about kindergarten topics and texts with peers and adults in small and larger groups.	✓	✓							✓	✓	✓			✓		✓
		CCSS.ELA-LITERACY.SL.K.1.A	Follow agreed-upon rules for discussions (e.g., listening to others and taking turns speaking about the topics and texts under discussion).	✓	✓							✓	✓	✓			✓		✓
		CCSS.ELA-LITERACY.SL.K.1.B	Continue a conversation through multiple exchanges.	✓	✓							✓	✓	✓			✓		✓
		CCSS.ELA-LITERACY.SL.K.2	Confirm understanding of a text read aloud or information presented orally or through other media by asking and answering questions about key details and requesting clarification if something is not understood.	✓	✓							✓	✓	✓	✓		✓		✓
		CCSS.ELA-LITERACY.SL.K.3	Ask and answer questions in order to seek help, get information, or clarify something that is not understood.	✓	✓		✓	✓				✓	✓	✓			✓		✓
		CCSS.ELA-LITERACY.SL.K.5	Add drawings or other visual displays to descriptions as desired to provide additional detail.		✓													✓	✓
		CCSS.ELA-LITERACY.SL.K.6	Speak audibly and express thoughts, feelings, and ideas clearly.														✓	✓	✓
	Language	CCSS.ELA-LITERACY.L.K.6	Use words and phrases acquired through conversations, reading and being read to, and responding to texts.	✓	✓								✓	✓			✓		✓
				Identifying familiar feelings from contextual and behavioral cues		Name and apply slow breathing as an emotion-management strategy		Name and apply asking an adult for help as an emotion-management strategy	Recognize the kind acts of others	Recognize their own kind acts	Demonstrate things they can say or do to show kindness to others	Manage strong emotions to feel calm before solving problems	Describe the problem	Apply apologizing, taking turns, and sharing their solutions to problems	Respond to questions	Listen to others	Participate in whole-class and partner discussions	Communicate ideas	Signal agreement with others' ideas



**Second Step® Elementary Digital
Program Alignment with Common
Core Academic Standards for
Grade 1**

Brain Builders	Unit 1: Growth Mindset & Goal-Setting			
Executive-function skills: attention, working memory, and inhibitory control				
Focus attention				
Ignore distractions				
Improve skills with practice and effort				
Use growth mindset language				

Key Skills & Concepts												Instructional Strategies					
Unit 2: Emotion Management			Unit 3: Empathy & Kindness			Unit 4: Problem-Solving			Discussion				Using Stories & Scenarios		Skill Practice		
Identify feelings from contextual and behavioral cues			Identify a likely emotion that would arise from a particular situation			Apply emotion-management strategies of slow counting and asking an adult for help											
			Identify how someone else might feel when shown or not shown kindness			Apply ways to be kind in response to scenarios											
			Recognize that some kind acts are better than others in certain situations			Manage strong emotions to feel calm before solving problems											
			State the problem without blame or name-calling			Apply how to recognize accidents and make amends											
			Respond to questions														
			Listen to others														
			Participate in whole-class and partner discussions														
			Communicate ideas														
			Signal agreement with others' ideas														
			Interpret stories														
			Interpret audio and video media														
			Practice cognitive and behavioral skills														
			Practice skills using drawing and role-play														
			Work independently														
			Work in small groups and with partners														

Subject	Strand	Standard	Standard Description														
English Language Arts	Reading: Literature	CCSS.ELA-LITERACY.RL.1.3	Describe characters, settings, and major events in a story, using key details.	✓	✓				✓								
		CCSS.ELA-LITERACY.RL.1.7	Use illustrations and details in a story to describe its characters, setting, or events.	✓													
	Writing	CCSS.ELA-LITERACY.W.1.2	Write informative or explanatory texts in which they name a topic, supply some facts about the topic, and provide some sense of closure.	✓	✓												
		CCSS.ELA-LITERACY.W.1.8	With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.	✓	✓												
	Speaking & Listening	CCSS.ELA-LITERACY.SL.K.1	Participate in collaborative conversations with diverse partners about Grade 1 topics and texts with peers and adults in small and larger groups.	✓	✓	✓											
		CCSS.ELA-LITERACY.SL.K.1.A	Follow agreed-upon rules for discussions (e.g., listening to others with care, speaking one at a time about the topics and texts under discussion).	✓	✓	✓	✓										
		CCSS.ELA-LITERACY.SL.1.1.B	Build on others' talk in conversations by responding to the comments of others through multiple exchanges.	✓	✓	✓	✓										
		CCSS.ELA-LITERACY.SL.1.2	Ask and answer questions about key details in a text read aloud or information presented orally or through other media.	✓	✓												
		CCSS.ELA-LITERACY.SL.1.3	Ask and answer questions about what a speaker says in order to gather additional information or clarify something that is not understood.	✓	✓	✓	✓										
		CCSS.ELA-LITERACY.SL.1.4	Describe people, places, things, and events with relevant details, expressing ideas and feelings clearly.	✓	✓	✓	✓										
		CCSS.ELA-LITERACY.SL.1.5	Add drawings or other visual displays to descriptions when appropriate to clarify ideas, thoughts, and feelings.														
		CCSS.ELA-LITERACY.SL.1.6	Produce complete sentences when appropriate to task and situation.														



**Second Step® Elementary Digital
Program Alignment with Common
Core Academic Standards for
Grade 2**

Subject	Strand	Standard	Standard Description	Executive-function skills: attention, memory, and inhibitory control	Use growth mindset language	Replace unhelpful thoughts with helpful thoughts	Persuade through challenges while recognizing that mistakes are part of learning	Improve skills with practice, effort, and asking for help
English Language Arts	Reading: Literature	CCSS.ELA-LITERACY.RL.2.3	Describe how characters in a story respond to major events and challenges.	✓				
		CCSS.ELA-LITERACY.RL.2.7	Use information gained from the illustrations and words in a print or digital text to demonstrate understanding of its characters, setting, or plot.	✓				
	Writing	CCSS.ELA-LITERACY.W.2.2	Write informative or explanatory texts in which they introduce a topic, use facts and definitions to develop points, and provide a concluding statement or section.	✓				
		CCSS.ELA-LITERACY.W.2.8	Recall information from experiences or gather information from provided sources to answer a question.	✓				
	Speaking & Listening	CCSS.ELA-LITERACY.SL.2.1	Participate in collaborative conversations with diverse partners about Grade 2 topics and texts with peers and adults in small and larger groups.	✓				
		CCSS.ELA-LITERACY.SL.2.1.A	Follow agreed-upon rules for discussions (e.g., gaining the floor in respectful ways, listening to others with care, speaking one at a time about the topics and texts under discussion).	✓				
		CCSS.ELA-LITERACY.SL.2.1.B	Build on others' talk in conversations by linking their comments to the remarks of others.	✓				
		CCSS.ELA-LITERACY.SL.2.2	Recount or describe key ideas or details from a text read aloud or information presented orally or through other media.	✓				
		CCSS.ELA-LITERACY.SL.2.3	Ask and answer questions about what a speaker says in order to clarify comprehension, gather additional information, or deepen understanding of a topic or issue.	✓				
		CCSS.ELA-LITERACY.SL.2.4	Tell a story or recount an experience with appropriate facts and relevant, descriptive details, speaking audibly in coherent sentences.	✓				
		CCSS.ELA-LITERACY.SL.2.6	Produce complete sentences when appropriate to task and situation in order to provide a requested detail or clarification.	✓				

Key Skills & Concepts										Instructional Strategies											
Unit 2: Emotion Management		Unit 3: Empathy & Kindness		Unit 4: Problem-Solving		Discussion			Using Stories & Scenarios		Skill Practice										
Identify complex feelings from contextual and behavioral cues	Recognize that people can feel differently about the same situation	Apply using helpful thoughts as an emotion-management strategy	Define empathy	Recognize how empathy helps them identify when and how to show others kindness	Apply empathy and perform kind acts for others	Manage strong emotions to feel calm before solving problems	State the problem without blame or name-calling	Generate their own solutions to a given problem	Recognize that some solutions work better than others in a given situation	Apply ways to make amends	Respond to questions	Listen to others	Participate in whole-class and partner discussions	Communicate ideas	Signal agreement with others' ideas	Interpret stories	Interpret audio and video media	Practice cognitive and behavioral skills	Practice skills using drawing and role-play	Work independently	Work with partners
✓	✓						✓	✓				✓	✓		✓	✓					
✓	✓						✓	✓					✓	✓		✓	✓				
														✓							
✓												✓		✓	✓	✓			✓		
		✓										✓	✓	✓	✓			✓		✓	
													✓	✓	✓	✓		✓		✓	
														✓			✓		✓	✓	
															✓	✓	✓		✓	✓	
																✓	✓		✓	✓	
																	✓		✓	✓	



Second Step® Elementary Digital Program Alignment with Common Core Academic Standards for Grade 3

Subject	Strand	Standard	Standard Description																							
English Language Arts	Reading: Literature	CCSS.ELA-LITERACY.RL.3.3	Describe characters in a story (e.g., their traits, motivations, or feelings) and explain how their actions contribute to the sequence of events.	✓						✓						✓	✓			✓		✓	✓	✓		
		CCSS.ELA-LITERACY.RL.3.7	Explain how specific aspects of a text's illustrations contribute to what is conveyed by the words in a story (e.g., create mood, emphasize aspects of a character or setting).	✓						✓							✓	✓			✓		✓	✓		
	Writing	CCSS.ELA-LITERACY.W.3.2	Write informative or explanatory texts to examine a topic and convey ideas and information clearly.	✓													✓								✓	
		CCSS.ELA-LITERACY.W.3.8	Recall information from experiences or gather information from print and digital sources; take brief notes on sources and sort evidence into provided categories.	✓						✓						✓		✓		✓	✓	✓				
	Speaking & Listening	CCSS.ELA-LITERACY.SL.3.1	Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on Grade 3 topics and texts, building on others' ideas and expressing their own clearly.	✓		✓										✓	✓	✓	✓	✓			✓			
		CCSS.ELA-LITERACY.SL.3.1.B	Follow agreed-upon rules for discussions (e.g., gaining the floor in respectful ways, listening to others with care, speaking one at a time about the topics and texts under discussion).	✓		✓										✓	✓	✓	✓	✓			✓			✓
		CCSS.ELA-LITERACY.SL.3.1.C	Ask questions to check understanding of information presented, stay on topic, and link their comments to the remarks of others.	✓												✓	✓	✓	✓				✓			✓
		CCSS.ELA-LITERACY.SL.3.1.D	Explain their own ideas and understanding in light of the discussion.	✓														✓						✓	✓	
		CCSS.ELA-LITERACY.SL.3.2	Determine the main ideas and supporting details of a text read aloud or information presented in diverse media and formats, including visually, quantitatively, and orally.	✓													✓			✓	✓			✓		
		CCSS.ELA-LITERACY.SL.3.3	Ask and answer questions about information from a speaker, offering appropriate elaboration and detail.	✓												✓	✓	✓	✓				✓			✓
		CCSS.ELA-LITERACY.SL.3.4	Report on a topic or text, tell a story, or recount an experience with appropriate facts and relevant, descriptive details, speaking clearly at an understandable pace.	✓						✓								✓				✓		✓		
		CCSS.ELA-LITERACY.SL.3.6	Speak in complete sentences when appropriate to task and situation in order to provide a requested detail or clarification.	✓						✓								✓				✓				✓



Subject	Strand	Standard	Standard Description	L	S	O	E	A
English Language Arts	Reading: Literature	CCSS.ELA-LITERACY.RL.4.3	Describe in depth a character, setting, or event in a story or drama, drawing on specific details in the text (e.g., a character's thoughts, words, or actions).	✓				
		CCSS.ELA-LITERACY.RL.4.6	Compare and contrast the point of view from which different stories are narrated, including the difference between first- and third-person narrations.	✓				
	Writing	CCSS.ELA-LITERACY.W.4.2	Write informative or explanatory texts to examine a topic and convey ideas and information clearly.	✓				
		CCSS.ELA-LITERACY.W.4.8	Recall relevant information from experiences or gather relevant information from print and digital sources; take notes and categorize information, and provide a list of sources.	✓				
	Speaking & Listening	CCSS.ELA-LITERACY.SL.4.1	Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on Grade 4 topics and texts, building on others' ideas and expressing their own clearly.	✓				
		CCSS.ELA-LITERACY.SL.4.1.B	Follow agreed-upon rules for discussions and carry out assigned roles.	✓				
		CCSS.ELA-LITERACY.SL.4.1.C	Pose and respond to specific questions to clarify or follow up on information, and make comments that contribute to the discussion and link to the remarks of others.	✓				
		CCSS.ELA-LITERACY.SL.4.1.D	Review the key ideas expressed and explain their own ideas and understanding in light of the discussion.	✓				
		CCSS.ELA-LITERACY.SL.4.3	Identify the reasons and evidence a speaker provides to support particular points.	✓				
		CCSS.ELA-LITERACY.SL.4.4	Report on a topic or text, tell a story, or recount an experience in an organized manner, using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace.	✓				

Key Skills & Concepts						Instructional Strategies							
Unit 2: Emotion Management		Unit 3: Empathy & Kindness		Unit 4: Problem- Solving		Discussion			Using Stories & Scenarios		Skill Practice		
Recognize that strong emotions make it hard to think clearly	Recognize that managing emotions is necessary to make good decisions												
	Apply reappraisal as an emotion-management strategy												
	Recognize that empathy and perspective-taking can help them get along with everyone	✓	✓										
	Apply perspective-taking strategies to help empathize with others	✓	✓										
	Recognize that another person's point of view can change their own thoughts or actions	✓	✓										
	Manage strong emotions to feel calm before solving problems												
	Demonstrate speaking up for one's self while solving a problem												
	State the problem without blaming and from all points of view			✓									
	Generate solutions to take all points of view into consideration			✓									
	Evaluate possible outcomes of solutions based on others' points of view			✓									
	Pick a solution that is safe, respectful, and could work for everyone			✓									
	Respond to questions					✓	✓	✓					
	Listen to others						✓						
	Participate in whole-class, small-group, and partner discussions					✓	✓	✓					
	Communicate ideas					✓	✓	✓					
	Signal agreement with others' ideas												
	Interpret stories							✓					
	Interpret audio and video media							✓					
	Practice cognitive and behavioral skills						✓	✓					
	Practice skills using writing and role-play							✓					
	Work independently								✓				
	Work in small groups and with partners							✓	✓				

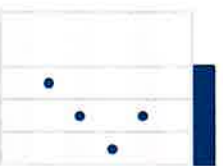


**Second Step® Elementary Digital
Program Alignment with Common
Core Academic Standards for
Grade 5**

				Key Skills & Concepts												Instructional Strategies																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
Brain Builders		Unit 1: Growth Mindset & Goal-Setting		Unit 2: Emotion Management		Unit 3: Empathy & Kindness		Unit 4: Problem-Solving				Discussion		Using Stories & Scenarios		Skill Practice																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
Executive-function skills: attention, working memory, inhibitory control, and cognitive flexibility				Identify a personal goal and make a plan to reach the goal				Monitor progress and identify roadblocks				Modify a plan to move or work around roadblocks				Reflect on the goal-setting process to inform future goals				Recognize the unique things that cause them to experience strong emotions				Identify emotion-management strategies they currently use that work well for them				Anticipate and plan for situations that cause strong emotions				Identify and analyze how individuals use empathy to make their community better				Use empathy and perspective-taking to identify a problem and a potential solution within their community				Manage strong emotions to feel calm before solving problems				State the problem without blaming from the points of view of all people involved				Generate solutions that take all people's points of view into consideration				Evaluate possible outcomes of solutions based on others' points of view				Pick a solution that is safe, respectful, and could work for everyone				Identify when, where, and with whom they think it would be best to work on the problem				Respond to questions				Listen to others				Participate in whole-class, small-group, and partner discussions				Communicate ideas				Signal agreement with others' ideas				Interpret stories				Interpret audio and video media				Practice cognitive and behavioral skills				Practice skills using writing and role-play				Work independently				Work in small groups and with partners																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															



ALIGNMENT CHART: **Common Core Academic Standards**



Second Step Social-Emotional Learning for Middle School

The charts in this document show how the Second Step program aligns to specific Common Core State Standards, which can be found at CoreStandards.org.

A 2017 follow-up study found that participation in an SEL program led to lasting positive effects on students' academic and social outcomes.² Specifically, student outcomes nearly four years after exposure to SEL interventions include:

- 13 percent-age-point gain in academic performance
- 5 percent improvement in positive social behavior
- 6 percent improvement in conduct problems such as emotional distress and drug use

Educators across the nation acknowledge the benefits of SEL in schools and agree that teaching students social-emotional skills is a necessary and valuable component of their education.

The Importance of Social-Emotional Learning

Social-emotional learning (SEL) is recognized as a key ingredient for school and life success. A 2011 meta-analysis found that students participating in SEL programs showed significant gains in social-emotional skills, attitudes, and behaviors, as well as academic achievement.¹ Specific gains include:

- 11 percentage-point gain in overall academic achievement
- 23 percent improvement in social-emotional skills
- 9 percent improvement in attitudes about self, others, and school
- 9 percent improvement in school and classroom behavior
- 9 percent decrease in conduct problems, such as disruptive classroom behavior and aggression

About the Second Step Middle School Program

The research-based Second Step Middle School Program is a universal, web-based classroom program designed to help increase students' school success and help decrease problem behaviors by promoting social-emotional competence. It helps early adolescent students cope with challenges, create positive relationships, and succeed both socially and academically.

Lessons provide the tools for students to develop the mindsets, knowledge, and skills to handle strong emotions, make and follow through on good decisions, and create strong friendships while managing or de-escalating peer conflicts.

¹Durlak, J. A., Weissberg, R. P., Dymnicki, A. B., Taylor, R. D., & Schellinger, K. B. (2011). The impact of enhancing students' social and emotional learning: A meta-analysis of school-based universal interventions. *Child Development*, 82(1), 405–432. <https://doi.org/10.1111/j.1467-8624.2010.01564.x>

²Taylor, R. D., Oberle, E., Durlak, J. A., & Weissberg, R. P. (2017). Promoting positive youth development through school-based social and emotional learning interventions: A meta-analysis of follow-up effects. *Child Development*, 88(4), 1156–1171. <https://doi.org/10.1111/cdev.12564>



Second Step SEL Alignment with Academic Standards for Grade 6

Subject	Strand	Standard	Standard Description
English Language Arts	Reading: Informational Text	CCSS.ELA-LITERACY.RI.6.2	Determine a theme or central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments.
	Writing	CCSS.ELA-LITERACY.W.6.2	Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.
		CCSS.ELA-LITERACY.W.6.3	Write narratives to develop real or imagined experiences or events using effective techniques, relevant descriptive details, and well-structured event sequences.
		CCSS.ELA-LITERACY.SL.6.1	Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 6 topics, texts, and issues, building on others' ideas and expressing their own clearly.
	Speaking & Listening	CCSS.ELA-LITERACY.SL.6.1.B	Follow rules for collegial discussions, set specific goals and deadlines, and define individual roles as needed.
		CCSS.ELA-LITERACY.SL.6.1.C	Pose and respond to specific questions with elaboration and detail by making comments that contribute to the topic, text, or issue under discussion.
		CCSS.ELA-LITERACY.SL.6.1.D	Review the key ideas expressed and demonstrate understanding of multiple perspectives through reflection and paraphrasing.
Literacy in History/Social Studies, Science, & Technical Subjects	History & Social Studies	CCSS.ELA-LITERACY.RH.6-8.2	Determine the central ideas or information of a primary or secondary source; provide an accurate summary of the source distinct from prior knowledge or opinions.
	Science & Technical Subjects	CCSS.ELA-LITERACY.RST.6-8.2	Determine the central ideas or conclusions of a text; provide an accurate summary of the text distinct from prior knowledge or opinions.

Key Concepts										Instructional Strategies																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
Unit 1			Unit 2			Unit 3			Unit 4			Discussion					Skill Practice																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
Starting Middle School and Helping New Students	Growth Mindset: Your Brain Can Grow and Change	Setting and Achieving Goals	Recognizing Bullying, Cyberbullying, and Harassment			Helping Prevent Bullying, Cyberbullying, and Harassment			The Role of Emotions			Handling Unhelpful Thoughts and Strong Emotions			Emotion-Management Strategies			Recognizing Different Perspectives			Major vs. Minor Conflicts			Resolving Minor Conflicts			Working with a Partner or Small Group			Summarizing Key Ideas			Applying Concepts to Personal Experiences			Responding to Questions			Communicating Ideas			Listening to Others			Working with a Partner or Small Group			Writing About Personal Experiences			Creating Effective Plans																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		</		



Second Step SEL Alignment with Academic Standards for Grade 7

Subject	Strand	Standard	Standard Description
English Language Arts	Reading: Informational Text	CCSS.ELA-LITERACY.RI.7.2	Determine two or more central ideas in a text and analyze their development over the course of the text; provide an objective summary of the text.
	Writing	CCSS.ELA-LITERACY.W.7.3	Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.
		CCSS.ELA-LITERACY.SL.7.1	Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly.
	Speaking & Listening	CCSS.ELA-LITERACY.SL.7.1.B	Follow rules for collegial discussions, track progress toward specific goals and deadlines, and define individual roles as needed.
		CCSS.ELA-LITERACY.SL.7.1.C	Pose questions that elicit elaboration and respond to others' questions and comments with relevant observations and ideas that bring the discussion back on topic as needed.
		CCSS.ELA-LITERACY.SL.7.1.D	Acknowledge new information expressed by others and, when warranted, modify their own views.
Literacy in History/Social Studies, Science, & Technical Subjects	History & Social Studies	CCSS.ELA-LITERACY.RH.6-8.2	Determine the central ideas or information of a primary or secondary source; provide an accurate summary of the source distinct from prior knowledge or opinions.
	Science & Technical Subjects	CCSS.ELA-LITERACY.RST.6-8.2	Determine the central ideas or conclusions of a text; provide an accurate summary of the text distinct from prior knowledge or opinions.

Key Concepts				Instructional Strategies													
Unit 1	Unit 2	Unit 3	Unit 4	Discussion								Skill Practice					
Starting Middle School and Helping New Students Planning Ahead for Difficult Situations Recognizing Harassment Helping Prevent Harassment The Role of Emotions Handling Unhelpful Thoughts and Strong Emotions Considering Multiple Perspectives Avoiding Major Conflicts Working with a Partner or Small Group Summarizing Key Ideas Applying Concepts to Personal Experiences Responding to Questions Communicating Ideas Listening to Others Working with a Partner or Small Group Writing About Personal Experiences Creating Effective Plans																	
	✓		✓	✓	✓												
	✓		✓	✓	✓												
	✓	✓	✓	✓	✓												
	✓		✓	✓	✓												
				✓	✓												
				✓	✓												
				✓	✓												
				✓	✓												
				✓	✓												
				✓	✓												
				✓	✓												
				✓	✓												
				✓	✓												
				✓	✓												



Second Step SEL Alignment with Academic Standards for Grade 8

Subject	Strand	Standard	Standard Description
English Language Arts	Reading: Informational Text	CCSS.ELA-LITERACY.RI.8.2	Determine a central idea of a text and analyze its development over the course of the text, including its relationship to supporting ideas; provide an objective summary of the text.
	Writing	CCSS.ELA-LITERACY.W.8.2	Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.
		CCSS.ELA-LITERACY.W.8.3	Write narratives to develop real or imagined experiences or events using effective technique, relevant descriptive details, and well-structured event sequences.
		CCSS.ELA-LITERACY.SL.8.1	Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 8 topics, texts, and issues, building on others' ideas and expressing their own clearly.
	Speaking & Listening	CCSS.ELA-LITERACY.SL.8.1.B	Follow rules for collegial discussions and decision-making, track progress toward specific goals and deadlines, and define individual roles as needed.
		CCSS.ELA-LITERACY.SL.8.1.C	Pose questions that connect the ideas of several speakers and respond to others' questions and comments with relevant evidence, observations, and ideas.
		CCSS.ELA-LITERACY.SL.8.1.D	Acknowledge new information expressed by others, and, when warranted, qualify or justify their own views in light of the evidence presented.
Literacy in History/Social Studies, Science, & Technical Subjects	History & Social Studies	CCSS.ELA-LITERACY.RH.6-8.2	Determine the central ideas or information of a primary or secondary source; provide an accurate summary of the source distinct from prior knowledge or opinions.
	Science & Technical Subjects	CCSS.ELA-LITERACY.RST.6-8.2	Determine the central ideas or conclusions of a text; provide an accurate summary of the text distinct from prior knowledge or opinions.

Key Concepts												Instructional Strategies													
Unit 1				Unit 2		Unit 3		Unit 4				Discussion			Skill Practice										
Exploring Identity	Developing Strengths and Interests	Setting and Achieving Goals	Planning Ahead for Difficult Situations	Identifying Social and Environmental Factors that Contribute to Bullying	Helping Prevent Bullying, Cyberbullying, and Harassment	Managing Stress and Anxiety	Emotion-Management Strategies	Identifying Values and Relationships	Recognizing Healthy and Unhealthy Relationships	Recognizing Conflicting Perspectives	Recognizing and Avoiding Serious Conflicts	Repairing Relationships	Working with a Partner or Small Group	Summarizing Key Ideas	Applying Concepts to Personal Experiences	Responding to Questions	Communicating Ideas	Listening to Others	Working with a Partner or Small Group	Writing About Personal Experiences	Creating Effective Plans				



Second Step, a program rooted in social-emotional learning (SEL), helps transform schools into supportive, successful learning environments uniquely equipped to encourage children to thrive.




By offering the research-based Second Step SEL curriculum for Early Learning through Grade 8 in combination with our Bullying Prevention Unit and Child Protection Unit, we've formed an integrated, comprehensive program that makes a difference. It's a difference you can feel the moment you open the doors to a Second Step school—a sense of safety and respect grounded in the social-emotional health and well-being of the entire school community.

Learn more at SecondStep.org or call us at 1-800-634-4449, ext. 1.



ALIGNMENT CHART

Second Step® Programs and Student Support Frameworks (MTSS, RTI, and PBIS)

	MTSS/RTI/PBIS Continuum			Second Step® Programs
Tier 1 Primary Universal 	Description: Teach foundational social-emotional skills to all students using high-quality instructional techniques. Strategies at this level are implemented with all children in a classroom or school. Strategies: Set and teach classroom and schoolwide behavioral expectations for all students (e.g., walking in hallways, keeping hands and feet to themselves); establish recognition and correction systems; use data-driven decision-making.	≈80% of students will master skills with this level of support.	Classroom Curriculum	Description: The Second Step family of social-emotional learning (SEL) programs is a Tier 1, universal, classroom-based curriculum for teaching foundational social-emotional skills to all students, Early Learning through Grade 8. Strategies: Second Step programs teach specific skills that strengthen students' growth mindset, emotion management, empathy, and problem-solving. With the ability to focus, listen, and stay calm and in control, students are better able to meet schoolwide behavioral expectations and attend to their learning.
Tier 2 Secondary Targeted 	Description: Some students will require extra support in order to master the skills and behaviors taught at the universal level. Strategies: Use small-group interventions aimed at teaching specific skill sets; use data-driven decision-making.	≈15% of students will need this level of intervention in addition to the universal programming.	Small Groups	Description: Some schools have had measurable success using Second Step programs in small groups. Since the program is designed as a Tier 1 universal intervention, the best small-group interventions are those designed to complement the classroom program. Strategies: Typically, these programs pre-teach Second Step lessons in the small group before they're presented to the whole class. This provides students in the small group with an introduction to lesson content before they encounter it in the whole-class setting.
Tier 3 Tertiary Indicated 	Description: A small subset of students will need more intensive interventions in order to move toward mastery of the universal skills and behaviors. Strategies: Create support plans that include individualized therapeutic supports; use data-driven decision-making.	≈5% of students will need this level of intervention in addition to the universal programming.	Individuals	Description: Although Second Step programs are not a Tier 3 strategy, the executive-function skills (such as focusing attention and inhibitory control) taught in Second Step® Early Learning and Second Step® Elementary, and the feeling calm and problem-solving skills taught at all grade levels, could inform Tier 3 interventions.



**ALIGNMENT CHART
 TRAUMA-INFORMED PRACTICES IN SCHOOLS**



**Second Step® Programs
 Early Learning-Grade 8**

 SECOND STEP® ELEMENTARY DIGITAL PROGRAM

Every classroom in every school has students who have experienced trauma. Trauma can result from adverse childhood experiences (ACEs), including household dysfunction, abuse, or neglect. Witnessing or being a victim of such things as violence, racism, poverty, housing instability, or natural disasters can be equally traumatizing, as can immigration and refugee experiences. In school, students who have been traumatized may act out, withdraw, or have difficulty paying attention, all of which impede their ability to benefit from school. Schools can address these children's needs and improve their ability to learn by

implementing trauma-informed practices. These practices help create trauma-sensitive schools in which all children feel safe to learn.

Creating a trauma-sensitive school is a whole-school effort. It requires that leadership, staff, and families work together to identify and prioritize the policies and practices that fit best with the school culture and context. The following charts describe foundational trauma-informed practices that can help schools become trauma-sensitive and how Second Step programs can support these practices.

**Foundational
 Trauma-Informed Practices**

Create a safe, supportive learning environment.

In order to learn, all students need to feel safe and supported in school. This is particularly true for students who have experienced trauma. They need school to feel like a sanctuary from the difficulties they experience in their homes and neighborhoods. Creating a safe, supportive learning environment is a central trauma-informed practice.

**How the Second Step® Family of Programs
 Supports These Practices**

Second Step programs for Early Learning through Grade 8 help create a climate of social-emotional safety in schools. When all students in a school are learning and practicing the social-emotional skills taught in the programs, a safe, supportive learning environment can develop.



Trauma-Informed Practices in Schools

Foundational Trauma-Informed Practices

Implement a social-emotional learning (SEL) program.

SEL has emerged as a powerful lever for changing school climate and improving overall student success. Implementing a research-based, universal SEL program schoolwide is considered foundational to creating a safe, supportive school climate. Teaching social-emotional skills to all students is also a recognized and recommended universal-level support for students' trauma and behavioral health needs. Students who have experienced trauma may struggle with regulating their emotions, behaviors, and attention in order to learn in school. However, when schools implement SEL programs, the skills taught—such as perspective-taking, emotion management, and problem-solving—can help address traumatized children's skill gaps and improve their ability to benefit from school.

How the Second Step® Family of Programs Supports These Practices

Created by Committee for Children, the research-based Second Step family of programs is one of the most widely used SEL programs in the United States. The universal programs promote development of students' social-emotional competence and self-regulation skills. Students with these skills are better able to maintain healthy relationships with peers and adults and have more coping strategies to manage stressful situations.



Trauma-Informed Practices in Schools

Foundational Trauma-Informed Practices

Train all staff.

First and foremost, school staff need to understand that trauma is much more common than they might imagine. Then the following knowledge and skills can help prepare staff to create a trauma-sensitive learning environment.

All staff need to know that trauma can:

- Affect students' learning, behavior, and relationships at school
- Compromise students' cognitive and social-emotional development
- Contribute to behavioral issues (such as acting out or withdrawing)

All staff need to be able to:

- Create safety and support for students who have experienced trauma
- Teach and model social-emotional skills
- Identify students who may need accommodations to help them succeed academically and socially
- Manage their own responses to students' challenging behavior so they're able to respond in a supportive way, rather than just reacting
- Reframe students' behavior through a trauma lens, which involves being curious about what lies behind a student's behavior rather than reacting to it with judgment and punishment

How the Second Step® Family of Programs Supports These Practices

The Second Step family of programs has online resources and training to help prepare staff to teach the programs; this training includes developing an understanding of why social-emotional skills are important for students' school and life success. Through training for, teaching, and reinforcing the lessons, staff become better able to model and reinforce social-emotional skills. Staff are also more prepared to help children dealing with trauma learn to manage their emotions, a key strategy for diminishing trauma symptoms and helping these children reach their full academic potential. The Second Step® Bullying Prevention Unit and the Second Step® Child Protection Unit (additional units for the Second Step® Elementary digital program) and the Recognizing Bullying & Harassment Unit (included in Second Step® Middle School), emphasize training for all adults in the school. The following resources accompany these units to help create safety and support for students.

Second Step bullying prevention resources (Grades K–8):

- Behavior-Change Plan
- Student Safety Plan

Second Step Bullying Prevention Unit (Grades K–5):

- Positive Classroom Climate Games
- Responding to Bullying: Ensuring Safety

Second Step Child Protection Unit (Early Learning–Grade 5):

- Creating a Safe and Supportive Classroom
- Child Check: Reframing a Behavior of Concern
- Student Support Plan



Trauma-Informed Practices in Schools

Foundational Trauma-Informed Practices

Prevent bullying.

Making changes to the school climate can help decrease bullying and create a safer, more respectful learning environment. This is especially important for students dealing with trauma, for whom a calm school environment with no bullying or teasing is recommended. It's also critical for these students because being victimized at home or in the community puts them at risk of further victimization.

Protect children.

Prioritizing comprehensive child protection policies, procedures, and practices can help schools strengthen the layers of protection, safety, and support all students need before they can learn. For students experiencing trauma, a protective layer that includes adults who will intervene when necessary and support them during the healing process is especially important. These students can't recover if trauma is still happening, and when it does stop, healing is bolstered when students feel safe with and supported by the adults they rely on.

How the Second Step® Family of Programs Supports These Practices

Implementing the Second Step® Bullying Prevention Unit for the Second Step® Elementary digital program and the Recognizing Bullying & Harassment Unit included in Second Step® Middle School can provide schools with an excellent foundation upon which a safe, supportive learning environment can grow. The goals are for students and staff to develop specific knowledge and skills for preventing bullying, dealing directly with bullying situations, and fostering a climate of safety and respect for all. They do this by changing multiple levels of the school climate through intervention components that affect schools and classrooms, peer norms and behavior, and individual attitudes, norms, and skills. The core components are staff training, student lessons, positive classroom climate activities, and family engagement materials.

Implementing the Second Step® Child Protection Unit for Second Step® Early Learning and the Second Step® Elementary digital program can help schools further enhance their safe, supportive learning environment. The goal of the Child Protection Unit is to develop staff, adult caregiver, and student knowledge and skills for protecting students from unsafe and abusive situations, both in and out of the classroom. Specific skills for recognizing and reporting abusive situations and responding supportively to students who disclose abuse are also targeted. These goals are accomplished via the four core components: staff training, student lessons, staff support resources, and family education and engagement materials.



ALIGNMENT CHART
RESTORATIVE PRACTICES IN SCHOOLS

Second Step® Programs for Early Learning–Grade 8

SECOND STEP® ELEMENTARY DIGITAL PROGRAM

Second Step programs and restorative practices in schools share the common goals of supporting the safety, well-being, and success of students by developing positive relationships, fostering school connectedness, and building social-emotional competencies. This document outlines the alignment between the programs and practices.

Restorative Practices in Schools

Restorative practices are a schoolwide approach to creating a positive school climate that's based on building, maintaining, and restoring relationships in the school community. Restorative practices include restorative justice, an approach to wrongdoing and harmful behavior based on repairing the harm that has been done and restoring relationships. Restorative justice includes the active participation of all involved—students, school staff,

and (where appropriate) family members—in resolving the wrongdoings or conflict and restoring a sense of community. Being able to demonstrate relationship-building actions and respond to restorative questions is important for all involved in restorative practices. For more information about restorative practices, see page 5.

Second Step® Programs

Second Step programs are research-based programs for Early Learning through Grade 8 students. The programs are designed to promote school success, school connectedness, and a safe, respectful school climate, while also addressing problem behaviors. They do this by teaching self-regulation and social-emotional skills and by addressing bullying and unsafe behaviors. Second Step programs are developmental and sequential, building on skills and gradually becoming more complex as students get older. The programs provide clear schoolwide norms for prosocial behavior (behavior intended to help others).

Second Step® Unit Topics for Student Lessons

Grade Level	Early Learning	Skills for Learning, Empathy, Emotion Management, Friendship Skills, Problem-Solving, and Child Protection*
	K–Grade 5	Growth Mindset & Goal-Setting, Emotion Management, Empathy & Kindness, Problem-Solving, Bullying Prevention*, and Child Protection*
	Grades 6–8	Mindsets & Goals; Recognizing Bullying & Harassment; Thoughts, Emotions & Decisions; and Managing Relationships & Social Conflicts

*Units sold separately



Second Step® Programs for Early Learning-Grade 8

School Staff (All Grades)

One of the core components of Second Step programs is that staff model all program skills, remind students to use them, and notice and reinforce skill use in students. All staff are encouraged to do this, whether teaching Second Step lessons or not.

Families (All Grades)

Weekly family communications encourage dialogue and engagement between adult family members and students, inform adults about the skills taught in Second Step programs, and give students and adults opportunities to discuss the skills at home.



**Alignment of
Second Step®
Programs and
Restorative Practices**

Restorative Practices			Second Step® Skills and Concepts for Early Learning–Grade 5										Child Protection																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
			Respect	Safety	Growth Mindset & Goal-Setting		Emotion Management		Empathy & Kindness		Problem-Solving			Bullying Prevention																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
Restorative Questions	What happened from your perspective? How were you feeling? What were you thinking? Who has been affected by what happened, and how? What needs to be done to make things as right as possible?	✓	Respectful behaviors emphasized at all grade levels	✓	Safe behaviors emphasized at all grade levels	✓	Pay attention and ignore distractions	✓	Persevere through challenges	✓	Understand that the brain can grow and change	✓	Improve skills through practice and effort	✓	Set goals and make plans to reach a goal	✓	Identify and understand one's own emotions	✓	Recognize and identify emotions in others	✓	Recognize strong emotions	✓	Manage strong emotions	✓	Recognize kindness and act kindly toward others	✓	Develop empathy for others	✓	Take others' perspectives	✓	Act with empathy	✓	Manage strong emotions and feel calm before solving problems	✓	Describe the problem	✓	Identify the needs and wants of those involved	✓	Think of many solutions to a problem	✓	Explore the outcomes of solutions	✓	Pick the best solution	✓	Recognize, refuse, and report bullying; be a supportive bystander	✓	Recognize, refuse, and report unsafe and sexually abusive situations and touches	✓																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											

Alignment of Second Step® Programs and Restorative Practices

Typical Restorative Practices

Relationship-Building Actions

- Create trust
- Demonstrate empathy
- Be respectful
- Use active listening
- Use affective statements
- Show care and concern

Restorative Structures

- Community-building circles
- Impromptu conversations to address minor problem behaviors
- Restorative justice circles (repairing harm circles) to address wrongdoing or repair harm; these circles often include family members
- Reentry circles for students returning from truancy, suspension, or incarceration

Restorative Justice Principles

- Identify who has been harmed and how
- Repair the harm
- Restore relationships
- Engage all parties in resolving conflict or addressing wrongdoing

Restorative Questions to Guide the Restorative Justice Process

- What happened from your perspective?
- How were you feeling?
- What were you thinking?
- Who has been affected by what happened, and how?
- What needs to be done to make things as right as possible?



SCOPE AND SEQUENCE

Social-Emotional Learning for Kindergarten–Grade 5

Kindergarten

UNIT 1	UNIT 2	UNIT 3	UNIT 4
Skills for Learning	Empathy	Emotion Management	Problem Solving
<ol style="list-style-type: none">1. Learning to Listen2. Focusing Attention3. Following Directions4. Self-Talk for Staying on Task5. Being Assertive	<ol style="list-style-type: none">6. Feelings7. More Feelings8. Identifying Anger9. Same or Different?10. Accidents11. Caring and Helping	<ol style="list-style-type: none">12. We Feel Feelings in Our Bodies13. Managing Frustration14. Calming Down Strong Feelings15. Handling Waiting16. Managing Anger17. Managing Disappointment18. Handling Being Knocked Down	<ol style="list-style-type: none">19. Solving Problems20. Inviting to Play21. Fair Ways to Play22. Having Fun with Our Friends23. Handling Having Things Taken Away24. Handling Name-Calling25. Reviewing Second Step Skills

Grade 1

UNIT 1	UNIT 2	UNIT 3	UNIT 4
Skills for Learning	Empathy	Emotion Management	Problem Solving
<ol style="list-style-type: none">1. Listening to Learn2. Focusing Attention3. Following Directions4. Self-Talk for Learning5. Being Assertive	<ol style="list-style-type: none">6. Identifying Feelings7. Looking for More Clues8. Similarities and Differences9. Feelings Change10. Accidents11. Showing Care and Concern	<ol style="list-style-type: none">12. Identifying Our Own Feelings13. Strong Feelings14. Calming Down Anger15. Self-Talk for Calming Down16. Managing Worry	<ol style="list-style-type: none">17. Solving Problems, Part 118. Solving Problems, Part 219. Fair Ways to Play20. Inviting to Join In21. Handling Name-Calling22. Reviewing Second Step Skills

Grade 2

UNIT 1	UNIT 2	UNIT 3	UNIT 4
Skills for Learning	Empathy	Emotion Management	Problem Solving
<ol style="list-style-type: none">1. Being Respectful2. Focusing Attention and Listening3. Using Self-Talk4. Being Assertive	<ol style="list-style-type: none">5. Identifying Feelings6. Learning More About Feelings7. Feeling Confident8. Respecting Different Preferences9. Showing Compassion10. Predicting Feelings	<ol style="list-style-type: none">11. Introducing Emotion Management12. Managing Embarrassment13. Handling Making Mistakes14. Managing Anxious Feelings15. Managing Anger16. Finishing Tasks	<ol style="list-style-type: none">17. Solving Problems, Part 118. Solving Problems, Part 219. Taking Responsibility20. Responding to Playground Exclusion21. Playing Fairly on the Playground22. Reviewing Second Step Skills



Grade 3

UNIT 1

Skills for Learning

1. Being Respectful Learners
2. Using Self-Talk
3. Being Assertive
4. Planning to Learn

UNIT 2

Empathy

5. Identifying Others' Feelings
6. Understanding Perspectives
7. Conflicting Feelings
8. Accepting Differences
9. Showing Compassion
10. Making Friends

UNIT 3

Emotion Management

11. Introducing Emotion Management
12. Managing Test Anxiety
13. Handling Accusations
14. Managing Disappointment
15. Managing Anger
16. Managing Hurt Feelings

UNIT 4

Problem Solving

17. Solving Problems, Part 1
18. Solving Problems, Part 2
19. Solving Classroom Problems
20. Solving Peer-Exclusion Problems
21. Dealing with Negative Peer Pressure
22. Reviewing Second Step Skills

Grade 4

UNIT 1

Empathy and Skills for Learning

1. Empathy and Respect
2. Listening with Attention
3. Being Assertive
4. Respecting Similarities and Differences
5. Understanding Complex Feelings
6. Understanding Different Perspectives
7. Conversation and Compliments
8. Joining In
9. Showing Compassion

UNIT 2

Emotion Management

10. Introducing Emotion Management
11. Managing Strong Feelings
12. Calming Down Anger
13. Managing Anxiety
14. Avoiding Jumping to Conclusions
15. Handling Put-Downs

UNIT 3

Problem Solving

16. Solving Problems, Part 1
17. Solving Problems, Part 2
18. Making a Plan
19. Solving Playground Problems
20. Taking Responsibility for Your Actions
21. Dealing with Peer Pressure
22. Reviewing Second Step Skills

Grade 5

UNIT 1

Empathy and Skills for Learning

1. Empathy and Respect
2. Listening with Attention
3. Being Assertive
4. Predicting Feelings
5. Taking Others' Perspectives
6. Accepting Differences
7. Disagreeing Respectfully
8. Responding with Compassion

UNIT 2

Emotion Management

9. Introducing Emotion Management
10. Calming Down
11. Managing Anxiety
12. Managing Frustration
13. Resisting Revenge
14. Handling Put-Downs
15. Avoiding Assumptions

UNIT 3

Problem Solving

16. Solving Problems, Part 1
17. Solving Problems, Part 2
18. Making a Plan
19. Seeking Help
20. Dealing with Gossip
21. Dealing with Peer Pressure
22. Reviewing Second Step Skills



SCOPE AND SEQUENCE

Bullying Prevention Unit for Kindergarten–Grade 5

Kindergarten–Grade 3

	Concepts	Objectives—Students will be able to
Introductory Lesson Class Rules	Rules help everyone feel safe and respected	Identify safe and respectful actions and words that help them follow the class rules Connect following class rules with helping everyone feel the way they want to feel in class (Grade 3 only)
Lesson 1 Recognizing Bullying	Bullying is mean or hurtful behavior that keeps happening Bullying is not safe, respectful, or kind, and it is against the rules Recognizing bullying is the first step in getting it to stop	Identify bullying Recognize bullying in response to scenarios
Lesson 2 Reporting Bullying	When you haven't been able to get mean behaviors to stop, you should tell a caring adult If you practice reporting bullying, it's easier to report bullying when it really happens Reporting is an assertive behavior (Grade 3 only)	Identify caring adults to talk to about bullying or mean behaviors Differentiate between tattling and reporting Demonstrate how to report bullying
Lesson 3 Refusing Bullying	You can refuse to let bullying happen to you or to others Being assertive helps when you're refusing bullying	Recognize bullying Apply assertiveness skills to refuse bullying in response to scenarios
Lesson 4 Bystander Power	Bystanders are people who see or know about bullying happening to others There are things bystanders can do to help stop bullying Bystanders can also refuse to let bullying happen (Grade 3 only)	Define "bystander" Demonstrate ways that bystanders can help stop bullying in response to scenarios



Grades 4-5

	Concepts	Objectives—Students will be able to
Introductory Lesson Class Rules	Being a respectful student helps everyone stay safe and be better learners Being a responsible student helps create a calm, focused classroom climate where everyone can learn	Identify actions and words that are respectful and responsible Demonstrate ways to be respectful and responsible
Lesson 1 Recognize, Report, Refuse	Bullying is mean or hurtful behavior that keeps happening; it is unfair and one-sided Adult intervention is often required to end bullying effectively Refusing bullying means to use words or actions to stop bullying Being assertive is one way to refuse or stop bullying	Understand that bullying is different from conflict Recognize and identify different types of bullying behaviors Understand you can refuse bullying in different ways Demonstrate assertively reporting and refusing bullying
Lesson 2 Bystander Power	Bystanders are people who see or know about bullying happening to others Witnessing bullying can trigger uncomfortable feelings There are many ways bystanders can help stop bullying	Define bystander Identify ways bystanders can help stop bullying Identify different ways bystanders can support someone being bullied
Lesson 3 Bystander Responsibility	Bystanders have a responsibility to help stop bullying Bystanders can choose to either help stop bullying or become part of the bullying problem	Understand how bystanders can be part of the bullying problem Understand that helping stop bullying is the right thing to do Decide on and practice positive bystander responses to bullying
Lesson 4 Bystanders to Cyber Bullying	Cyber bullying is bullying using electronic technology There are similarities and differences between cyber bullying and other forms of bullying Bystanders can do things to help stop cyber bullying	Recognize and identify different ways of cyber bullying Understand that cyber bullying can be even more harmful than other types of bullying Demonstrate ways to support and/or stand up for a person being cyber bullied



SCOPE AND SEQUENCE

Child Protection Unit for Early Learning–Grade 5

Early Learning

	Concepts	Objectives—Children will be able to
Week 1 Ways to Stay Safe	<p>Grown-ups should take care of you and keep you safe</p> <p>There are Ways to Stay Safe: Stop and think, say words that mean no, and tell a grown-up</p> <p>There are rules you follow to stay safe</p> <p>Following the Always Ask First Rule helps you stay safe</p>	<p>Identify common safety rules for guns, fire, riding on wheels, crossing streets, riding in a car, water, sharp tools, and dogs</p> <p>Demonstrate using the Ways to Stay Safe</p>
Week 2 The Always Ask First Rule	<p>Always ask a parent or the bigger person in charge first</p> <p>Following the Always Ask First Rule helps you stay safe</p>	<p>Demonstrate following the Always Ask First Rule</p> <p>Identify the person they should ask first</p>
Week 3 Safe and Unsafe Touches	<p>When you haven't been able to get mean behaviors to stop, you should tell a caring adult</p> <p>If you practice reporting bullying, it's easier to report bullying when it really happens</p> <p>Reporting is an assertive behavior (Grade 3 only)</p>	<p>Identify caring adults to talk to about bullying or mean behaviors</p> <p>Differentiate between tattling and reporting</p> <p>Demonstrate how to report bullying</p>
Week 4 The Touching Rule	<p>A bigger person should never touch your private body parts except to keep you healthy (Touching Rule)</p> <p>Remembering the Touching Rule helps you stay safe</p> <p>It is never your fault if someone breaks the Touching Rule</p>	<p>Identify private body parts</p> <p>Identify the Touching Rule</p> <p>Apply the Ways to Stay Safe in response to scenarios where someone breaks the Touching Rule</p>



Early Learning (CONT.)

	Concepts	Objectives—Children will be able to
Week 5 Practicing Staying Safe	Never keep secrets about touching It is never too late to tell a touching secret; keep telling until someone helps you	Identify the Touching Rule Apply the Ways to Stay Safe in response to scenarios where someone breaks the Touching Rule
Week 6 Reviewing Safety Skills	Remembering and using rules helps you stay safe	Apply the rules and skills learned to scenarios presented in a video



Kindergarten

	Concepts	Objectives—Students will be able to
Lesson 1 Ways to Stay Safe	Adults should take care of you and keep you safe The Ways to Stay Safe are: Recognize, Refuse, Report Following the Never-Never Rules helps you stay safe	Identify common safety rules (Never-Never Rules) for guns, fire, riding on wheels, crossing streets, riding in a car, water, sharp tools, and dogs Recognize safe and unsafe situations Demonstrate applying the Ways to Stay Safe Apply assertiveness skills in response to scenarios where they need to refuse to break a Never-Never Rule
Lesson 2 The Always Ask First Rule	Always ask a parent or the person in charge first (Always Ask First Rule) Following the Always Ask First Rule helps you stay safe	Demonstrate following the Always Ask First Rule Identify the person they should ask first Demonstrate assertively saying who they should ask first
Lesson 3 Safe and Unsafe Touches	Safe touches help you feel cared for and loved Unsafe touches hurt your body or feelings You can say words that mean no to any kind of touch you don't want	Identify safe and unsafe touches Refuse unsafe touches assertively Refuse unwanted touches assertively
Lesson 4 The Touching Rule	A bigger person should never touch your private body parts except to keep you healthy (Touching Rule) Private body parts are private because they're not to be seen or touched by others Remembering the Touching Rule helps you stay safe It is never your fault if someone breaks the Touching Rule	Identify private body parts Identify the Touching Rule Apply the Ways to Stay Safe in response to scenarios where someone has broken the Touching Rule
Lesson 5 Practicing Staying Safe	Never keep secrets about touching (Never Keep Secrets Rule) It is never too late to report a broken Touching Rule Keep reporting until someone helps you	Identify the Touching Rule Identify the Never Keep Secrets Rule Apply assertiveness skills to report in response to scenarios where someone has broken the Touching Rule and the Never Keeps Secrets Rule Apply the Ways to Stay Safe in response to scenarios where someone has broken the Touching Rule and the Never Keep Secrets Rule
Lesson 6 Reviewing Safety Skills	Remembering and using rules helps you stay safe	Apply the rules and skills learned to scenarios presented in a video



Grade 1

	Concepts	Objectives—Students will be able to
Lesson 1 Ways to Stay Safe	Adults should take care of you and keep you safe The Ways to Stay Safe are: Recognize, Refuse, Report Following the Never-Never Rules helps you stay safe	Identify common safety rules (Never-Never Rules) for guns, fire, riding on wheels, crossing streets, riding in a car, water, sharp tools, and dogs Recognize safe and unsafe situations Demonstrate applying the Ways to Stay Safe Apply assertiveness skills in response to scenarios where they need to refuse to break a Never-Never Rule
Lesson 2 The Always Ask First Rule	Always ask a parent or the person in charge first (Always Ask First Rule) Following the Always Ask First Rule helps you stay safe	Demonstrate following the Always Ask First Rule Identify the person they should ask first Demonstrate assertively saying who they should ask first
Lesson 3 Safe and Unsafe Touches	Safe touches help you feel cared for and loved Unsafe touches hurt your body or feelings You can say words that mean no to any kind of touch you don't want	Identify safe and unsafe touches Refuse unsafe touches assertively Refuse unwanted touches assertively
Lesson 4 The Touching Rule	A person should never touch your private body parts except to keep you healthy (Touching Rule) Private body parts are private because they're not to be seen or touched by others Remembering the Touching Rule helps you stay safe It is never your fault if someone breaks the Touching Rule	Identify private body parts Identify the Touching Rule Apply the Ways to Stay Safe in response to scenarios where someone has broken the Touching Rule
Lesson 5 Practicing Staying Safe	Never keep secrets about touching (Never Keep Secrets Rule) It is never too late to report a broken Touching Rule Keep reporting until someone helps you	Identify the Touching Rule Identify the Never Keep Secrets Rule Apply assertiveness skills to report in response to scenarios where someone has broken the Touching Rule and the Never Keeps Secrets Rule Apply the Ways to Stay Safe in response to scenarios where someone has broken the Touching Rule and the Never Keep Secrets Rule
Lesson 6 Reviewing Safety Skills	Remembering and using rules helps you stay safe	Apply the rules and skills learned to scenarios presented in a video



Grade 2

	Concepts	Objectives—Students will be able to
Lesson 1 Ways to Stay Safe	Adults should take care of you and keep you safe The Ways to Stay Safe are: Recognize, Refuse, Report Following the Never-Never Rules helps you stay safe	Identify common safety rules (Never-Never Rules) for guns, fire, riding on wheels, crossing streets, riding in a car, water, sharp tools, and dogs Recognize safe and unsafe situations Demonstrate applying the Ways to Stay Safe Apply assertiveness skills in response to scenarios where they need to refuse to break a Never-Never Rule
Lesson 2 The Always Ask First Rule	Always ask a parent or the person in charge first (Always Ask First Rule) Following the Always Ask First Rule helps you stay safe	Demonstrate following the Always Ask First Rule Identify the person they should ask first Demonstrate assertively saying who they should ask first
Lesson 3 Safe and Unsafe Touches	Safe touches help you feel cared for and loved Unsafe touches hurt your body or feelings You can say words that mean no to any kind of touch you don't want	Identify safe and unsafe touches Refuse unsafe touches assertively Refuse unwanted touches assertively
Lesson 4 The Touching Rule	A person should never touch your private body parts except to keep you healthy (Touching Rule) Remembering the Touching Rule helps you stay safe Paying attention to uncomfortable feelings in your body can help you recognize when someone is breaking the Touching Rule It is never your fault if someone breaks the Touching Rule	Identify private body parts Identify the Touching Rule Apply reporting skills in response to scenarios where someone has broken the Touching Rule
Lesson 5 Practicing Staying Safe	Never keep secrets about touching (Never Keep Secrets Rule) It is never too late to report a broken Touching Rule Keep reporting until someone helps you	Identify the Touching Rule Identify the Never Keep Secrets Rule Apply the Ways to Stay Safe in response to scenarios where someone has broken the Touching Rule and the Never Keep Secrets Rule
Lesson 6 Reviewing Safety Skills	Remembering and using rules helps you stay safe	Apply the rules and skills learned to scenarios presented in a video



Grade 3

	Concepts	Objectives—Students will be able to
Lesson 1 Ways to Stay Safe	Adults should take care of you and keep you safe The Ways to Stay Safe are: Recognize, Refuse, Report Following the Never-Never Rules helps you stay safe	Identify common safety rules (Never-Never Rules) for guns, fire, riding on wheels, crossing streets, riding in a car, water, sharp tools, and dogs Recognize safe and unsafe situations Demonstrate applying the Ways to Stay Safe Apply assertiveness skills in response to scenarios where they need to refuse to break a Never-Never Rule
Lesson 2 The Always Ask First Rule	Always ask a parent or the person in charge first (Always Ask First Rule) Following the Always Ask First Rule helps you stay safe	Demonstrate following the Always Ask First Rule Identify the person they should ask first Demonstrate assertively saying who they should ask first
Lesson 3 Safe and Unsafe Touches	Safe touches help you feel cared for and loved Unsafe touches hurt your body or feelings You can say words that mean no to any kind of touch you don't want	Identify safe and unsafe touches Refuse unsafe touches assertively Refuse unwanted touches assertively
Lesson 4 The Touching Rule	A person should never touch your private body parts except to keep you healthy (Touching Rule) Remembering the Touching Rule helps you stay safe Paying attention to uncomfortable feelings in your body can help you recognize when someone is breaking the Touching Rule It is never your fault if someone breaks the Touching Rule	Identify private body parts Identify the Touching Rule Apply reporting skills in response to scenarios where someone has broken the Touching Rule
Lesson 5 Practicing Staying Safe	Never keep secrets about touching (Never Keep Secrets Rule) It is never too late to report a broken Touching Rule Keep reporting until someone helps you	Identify the Touching Rule Identify the Never Keep Secrets Rule Apply the Ways to Stay Safe in response to scenarios where someone has broken the Touching Rule and the Never Keep Secrets Rule
Lesson 6 Reviewing Safety Skills	Remembering and using rules helps you stay safe	Apply the rules and skills learned to scenarios presented in a video



Grade 4

	Concepts	Objectives—Students will be able to
Lesson 1 Keeping Yourself Safe	<p>When you're on your own or just with friends, you are responsible for your own safety</p> <p>It's important to know what to do and who to contact in case of emergency</p> <p>The Ways to Stay Safe are: Recognize, Refuse, Report</p>	<p>Apply the Ways to Stay Safe in response to scenarios</p>
Lesson 2 Always Ask First	<p>Always ask a parent or the person in charge first before going somewhere, doing something, or accepting something from someone</p> <p>Following the Always Ask First Rule helps you stay safe</p> <p>If you are on your own, waiting until you can ask first will help you keep yourself safe</p>	<p>Identify how to apply the Always Ask First Rule in response to scenarios</p> <p>Identify how to use the Ways to Stay Safe in response to scenarios</p>
Lesson 3 Unsafe and Unwanted Touches	<p>Your body belongs to you</p> <p>Unsafe touches are never okay</p> <p>Paying attention to uncomfortable feelings in your body can help you recognize unwanted touches</p> <p>You can refuse any unwanted touch, even if it's safe</p>	<p>Understand the difference between unsafe and unwanted touches</p> <p>Identify and refuse unsafe and unwanted touches in response to scenarios</p>
Lesson 4 The Private Body Parts Rule	<p>Using the Ways to Stay Safe helps you stay safe if someone breaks the Private Body Parts Rule</p> <p>Private body parts are private. No one should ever touch or ask to see yours, except a doctor or nurse. No one should ever make you look at his or hers, or anyone else's. Never touch anyone else's.</p>	<p>Understand all parts of the Private Body Parts Rule</p> <p>Recognize when someone is breaking the Private Body Parts Rule</p> <p>Report the broken Private Body Parts Rule in response to scenarios</p>
Lesson 5 Practicing the Ways to Stay Safe	<p>Never keep secrets about someone breaking the Private Body Parts Rule</p> <p>It's never your fault if someone else breaks the Private Body Parts Rule</p> <p>Breaking the Private Body Parts Rule is wrong. People who break it may do things to keep it secret.</p>	<p>Identify what people who break the Private Body Parts Rule do to keep it secret</p> <p>Report a broken Private Body Parts Rule in response to scenarios</p>
Lesson 6 Reviewing Safety Skills	<p>Using the Ways to Stay Safe and following the Always Ask First Rule will help keep you safe</p> <p>Private body parts are private. They belong to you.</p> <p>Never keep secrets about broken rules</p>	<p>Recognize when a person has broken the Private Body Parts Rule</p> <p>Apply the Ways to Stay Safe and the Always Ask First Rule to scenarios from <i>Hannah Keeps Herself Safe</i></p>



Grade 5

	Concepts	Objectives—Students will be able to
Lesson 1 Keeping Yourself Safe	<p>When you're on your own or just with friends, you are responsible for your own safety</p> <p>It's important to know what to do and who to contact in case of emergency</p> <p>The Ways to Stay Safe are: Recognize, Refuse, Report</p>	<p>Apply the Ways to Stay Safe in response to scenarios</p>
Lesson 2 Always Ask First	<p>Always ask a parent or the person in charge first before going somewhere, doing something, or accepting something from someone</p> <p>Following the Always Ask First Rule helps you stay safe</p> <p>If you are on your own, waiting until you can ask first will help you keep yourself safe</p>	<p>Identify how to apply the Always Ask First Rule in response to scenarios</p> <p>Identify how to use the Ways to Stay Safe in response to scenarios</p>
Lesson 3 Unsafe and Unwanted Touches	<p>Your body belongs to you</p> <p>Unsafe touches are never okay</p> <p>Paying attention to uncomfortable feelings in your body can help you recognize unwanted touches</p> <p>You can refuse any unwanted touch, even if it's safe</p>	<p>Understand the difference between unsafe and unwanted touches</p> <p>Identify and refuse unsafe and unwanted touches in response to scenarios</p>
Lesson 4 The Private Body Parts Rule	<p>Using the Ways to Stay Safe helps you stay safe if someone breaks the Private Body Parts Rule</p> <p>Private body parts are private. No one should ever touch or ask to see yours, except a doctor or nurse. No one should ever make you look at his or hers, or anyone else's. Never touch anyone else's.</p>	<p>Understand all parts of the Private Body Parts Rule</p> <p>Recognize when someone is breaking the Private Body Parts Rule</p> <p>Report the broken Private Body Parts Rule in response to scenarios</p>
Lesson 5 Practicing the Ways to Stay Safe	<p>Never keep secrets about someone breaking the Private Body Parts Rule</p> <p>It's never your fault if someone else breaks the Private Body Parts Rule</p> <p>Breaking the Private Body Parts Rule is wrong. People who break it may do things to keep it secret.</p>	<p>Identify what people who break the Private Body Parts Rule do to keep it secret</p> <p>Report a broken Private Body Parts Rule in response to scenarios</p>
Lesson 6 Reviewing Safety Skills	<p>Using the Ways to Stay Safe and following the Always Ask First Rule will help keep you safe</p> <p>Private body parts are private. They belong to you.</p> <p>Never keep secrets about broken rules</p>	<p>Explain why it is important to use the Ways to Stay Safe</p> <p>Recognize when a person has broken the Private Body Parts Rule</p> <p>Apply the Ways to Stay Safe and the Always Ask First Rule to scenarios from <i>Lee Keeps Himself Safe</i></p>



SHORT SCOPE AND SEQUENCE

Second Step® Out-of-School Time

Kindergarten-Grade 1

Foundational Unit

Community Building

Topic: What Is Community?

1. Let's Get Rolling
2. Community Rules in Action
3. Art About Me

Topic: Building a Positive Community

4. ABC Clap!
5. Cross the Room
6. Build a Rainstorm

Topic: Getting to Know You

7. Mix and Mingle
8. Simon Says, Talk!
9. Let's Play Pretend
10. Dance Party!

Topic: Show What You Know

11. Farmyard Mix and Mingle
12. Animal Dance Party

Unit 1

Growth Mindset & Goal Setting

Topic: Attention and Distraction

1. Distraction Detectives
2. Distractions? Take Action!
3. Pattern Master

Topic: Facing Challenges with Confidence

4. Challenge Song 1
5. Tower Power!

Topic: Mistakes Are Okay

6. Challenge Song 2
7. The Balancing Act
8. Simon Says, Draw!

Topic: Supporting Each Other

9. Dance, Dance, Dance!
10. Team Sweep

Topic: Show What You Know

11. Challenge Sing-Along
12. Mini Obstacle Course

Unit 2

Emotion Management

Topic: Everyday Emotions

1. Feelings Freeze
2. Musical Feelings
3. Illustrated Feelings

Topic: Feelings Detectives

4. Looking for Clues
5. Guess That Feeling Tag
6. Big Feelings Mystery

Topic: Calm-Down Strategies

7. The Calm, Calm Place
8. Slow Breathing Soup
9. Let's Talk!
10. Story Walk

Topic: Show What You Know

11. Story Walk, the Return!
12. Complete the Picture

Unit 3

Empathy & Kindness

Topic: Kindness All Around

1. A Bowl Full of Kindness
2. Kind at Heart
3. Why Be Kind?

Topic: What Kindness Is to Me

4. If You Do Something Kind...
5. Let Kindness Shine
6. My Kind of Kind Act

Topic: Offering Kind Acts

7. Choose Your Own Kindness
8. Acts of Kindness 1
9. Creative Kindness
10. Kind Acts Freeze Tag

Topic: Show What You Know

11. Acts of Kindness 2
12. Thank You!

Topic: Program Wrap-Up

13. Program Review



Grades 2-3

Foundational Unit

Community Building

Topic: Our Community

1. Name Game
2. Fast Focus
3. We Are ...

Topic: Being a Part of Your Community

4. Draw with Your Ears
5. Group Juggle
6. Group Greeting

Topic: Learning More About Each Other

7. Cross the Room
8. Colorful Questions
9. Art About Me

Topic: Show What You Know—In Space!

10. Mission 1: Fix the Fin
11. Mission 2: Break the Code
12. Mission 3: Moonwalk

Unit 1

Growth Mindset & Goal Setting

Topic: Your Amazing Brain

1. Group Juggle 2
2. Oodles of Doodles
3. Memory Cards

Topic: Challenge Your Thinking

4. I Think ... I Can!
5. Flip the Thought

Topic: Great Mistakes

6. Recycle Ball
7. Twirly-Bird

Topic: Supporting Others

8. Color Mixer
9. Paper Card Tower
10. Cat and Dog

Topic: Show What You Know

11. Try-athlon 1
12. Try-athlon 2

Unit 2

Emotion Management

Topic: Identifying Emotions

1. Emotions in Action
2. Feeling Proud
3. Feeling Disappointed

Topic: Understanding Emotions

4. Reading Emotions
5. Feeling Different Emotions
6. Happy and _____?

Topic: Calming Strong Emotions

7. Show Stoppers
8. Slow Counting
9. Take a Break
10. Really, Really Happy!

Topic: Show What You Know

11. Freeze Frame!
12. Mini Book, Big Emotions

Unit 3

Empathy & Kindness

Topic: Empathy

1. Understanding Empathy
2. Itsy Bitsy Scaredy Spider
3. But Why?

Topic: Kindness

4. Handle with Care
5. A Ton of Kindness
6. My Kind of Kindness

Topic: Empathy in Action

7. Super Kind!
8. Thanks for Understanding

Topic: Kindness in Our Community

9. A Kind Surprise!
10. Stick with Kindness

Topic: Show What You Know

11. Empathy Project 1
12. Empathy Project 2

Topic: Program Wrap-Up

13. Program Review



Grades 4-5

Foundational Unit

Community Building

Topic: Getting to Know You

1. Name Relay

Topic: Norms and Expectations

2. We Are . . .
3. Keep It Up!

Topic: Accepting Differences

4. Cross the Circle
5. Art About Me

Topic: Working Together

6. Rock, Paper, Scissors Champion
7. Disagreement Island

Topic: Communication

8. Chain, Chain, Chain
9. Community Connection

Topic: Show What You Know

10. Community Project 1
11. Community Project 2
12. Community Project 3

Unit 1

Growth Mindset & Goal Setting

Topic: Challenges, Mistakes, and Setbacks

1. The Floor Is Quicksand
2. Marker Swing
3. Super Roadblocks

Topic: Planning to Achieve Goals

4. Mice in the Kitchen
5. Keep It Moving
6. The Great Pet Store Heist
7. Marble Run

Topic: Supporting Each Other

8. Goal Catchers
9. Secret Support

Topic: Show What You Know

10. Paper Engineer 1
11. Paper Engineer 2
12. Reach Your Goal Bingo

Unit 2

Emotion Management

Topic: Recognizing Strong Emotions

1. Riddle Race
2. Emotions Volcano
3. Emotions Map
4. Name That Emotion

Topic: Calming Strong Emotions

5. Emotion Motions
6. Calm-Down Beads

Topic: Rethinking a Situation

7. Rethink, Riley!
8. Rethink the Rain Cloud
9. Rethinking Bees

Topic: Show What You Know

10. Emotion Self-Portrait 1
11. Emotion Self-Portrait 2
12. Emotion Self-Portrait 3

Unit 3

Empathy & Kindness

Topic: Empathy Strategies

1. The Way I See It
2. Yes or No
3. Iceberg Art
4. Opinion Swap

Topic: Empathy in Action

5. Texting Trouble
6. Empathy Trashketball

Topic: Empathy in My Community

7. Story Puzzle
8. Build Up Our Group
9. Banana Madness!

Topic: Show What You Know

10. Helping Our Community 1
11. Helping Our Community 2
12. Helping Our Community 3

Topic: Program Wrap-Up

13. Program Review

SCOPE AND SEQUENCE

Second Step® SEL for Adults

Second Step SEL for Adults is a social-emotional learning (SEL) program designed by educators for educators. This professional learning program supports educators' well-being by helping them build trust and better relationships with colleagues and students, manage stress, thrive in the workplace, and create an environment where everyone feels like they belong.

Structure

The first two years of the program are divided into semester-long modules about trust and relationships, emotions and stress, equity and belonging, and resilience and efficacy. Additional content will be added on a continuous basis.

Modules

Although the modules can stand alone, the order presented in this scope and sequence is recommended. Beginning with trust enables educators, teams, and schools to build a foundation of communication, collaboration, and vulnerability that will facilitate their work in later modules. As staff progress within a module, the level of reflection deepens, the complexity of skills increases, and more collaboration among teams is required.

Units

- Each module consists of four units that build on each other.
- Units in a module are intended to be completed in order:
 - Unit 1 helps educators build background knowledge and shared vocabulary
 - Unit 2 introduces specific social-emotional skills that can be used with colleagues
 - Unit 3 applies social-emotional skills to interactions with students
 - Unit 4 provides continued practice and integration of routines
- Each unit consists of four to eight on-demand, independent microlearnings that require a total of 40 to 80 minutes to complete.
- Over the course of one school year, teachers and administrators will move through eight units (two modules).



BROUGHT TO YOU BY
COMMITTEE FOR CHILDREN



Module 1: Building Trust

Trust is the baseline requirement for any school reform initiative to succeed.^{1,2} High levels of trust between school staff can help nurture a collaborative work environment where all benefit.^{1,3} Similarly high levels of trust between staff and students can help students cultivate a sense of belonging, feel cared for, and increase

their academic engagement.^{4,5} This module will help educators understand the research about why trust matters and define the five elements of trust. Educators will also learn routines to use with colleagues to build trust in the workplace. Then they'll learn routines to use in the classroom to build trust with students.

Unit Title	Objectives In this unit educators will:
Unit 1 Understanding Trust	Explore the effects of trust on school climate. They'll also examine the research behind trust, including the different types of trust and the five elements of trust. Then they'll reflect on their own level of trustworthiness with colleagues and with students and make a plan to build trust with a colleague.
Unit 2 Trust with Colleagues	Be introduced to two schools, one with low levels of trust and one with high levels of trust. Then they'll learn routines to build trust with colleagues and consider which, if any, they'd like to try.
Unit 3 Trust with Students	Meet a student who struggled to trust adults and hear how the adults in his school refused to give up on him. Then they'll be introduced to routines to build trust with students and consider which, if any, they'd like to try.
Unit 4 Put It into Practice	Complete a short Cycle of Professional Learning by implementing the routine they agreed on during their last small-group meeting. Throughout the month educators will practice this routine, collaborate with colleagues, and monitor and reflect on their progress.

Module 2: Managing Stress

Teaching is one of the most stressful professions.^{6,7,8,9} Stress can affect educators' health, job satisfaction, quality of teaching, and even motivation to leave the profession.^{7,10,11,12} This module will help educators understand how stress might be affecting them personally and provide some

concrete steps to help manage stress more effectively. Educators will also learn routines to use with colleagues to reduce stress in the workplace. Then they'll learn routines to use in the classroom to help students manage stress and to create a more positive classroom environment.

Unit Title	Objectives In this unit educators will:
Unit 1 Understanding Stress	Examine research on the effects of workplace stress and how stress can be offset by healthy habits. Then they'll explore stress-reducing practices and healthy habits and consider which, if any, they'd like to adopt to help manage stress levels.
Unit 2 Stress and Colleagues	Evaluate their sensitivity to others' emotions and learn routines to help manage stress and emotions during interactions with colleagues.

Module 2, Continued

Unit Title	Objectives In this unit educators will:
Unit 3 Stress and Students	Examine their emotions in the classroom and how those emotions might be affecting students. They'll also learn routines that can help both educators and students manage stress and emotions.
Unit 4 Put It into Practice	Complete a short Cycle of Professional Learning by implementing the routine they agreed on during their last small-group meeting. Throughout the month educators will practice this routine, collaborate with colleagues, and monitor and reflect on their progress.

Module 3: Equity & Belonging

People flourish in environments where they feel a sense of belonging and inclusion and where their social identities are valued.^{5,13} Research shows that practices that treat students' identity as an asset, build positive relationships, and combine high expectations with peer and educator support can positively influence students' learning and attachment to school.¹⁴ This module will guide educators through a process of reflection to explore the role of social identity and biases in their own lives and in the

lives of their colleagues and students. Next they'll examine the relationship between identity and unconscious bias and concrete ways educators can mitigate biases. Then educators will learn and implement practices in their classrooms to create an inclusive, identity-safe environment for every student. This module is recommended for use after completing the Building Trust and Managing Stress modules.

Unit Title	Objectives In this unit educators will:
Unit 1 Identity, Belonging & Equity	Build a shared understanding about identity, identity safety, and belonging that they can use to begin advancing equity in their schools.
Unit 2 Partnering for Equity	Learn concrete things they and their colleagues can do to remove barriers to belonging that may exist in their school.
Unit 3 Equity in the Classroom	Learn routines designed to increase students' feelings of identity safety.
Unit 4 Put It into Practice	Try out one new identity-safety routine they and their small group agree on and collectively complete a Cycle of Professional Learning.



Module 4: Resilience & Efficacy

Many research findings show self-efficacy as one of the resilience buffers against challenges for both adults and children.¹⁵ Self-efficacy is the belief one has in their own abilities, specifically their ability to meet the challenges ahead of them,¹⁶ and resilience is an individual's capacity to recover from adversity.¹⁷ Having high self-efficacy helps people successfully navigate challenging situations, increasing overall resilience.^{16, 18}

This module supports educators' self-efficacy, their efficacy with colleagues, and the self-efficacy of their students, all helping to bolster the overall resilience of the school community. Educators begin by exploring the relationship between efficacy and resilience, then identify ways they can build their efficacy to activate their own resilience. They examine how intentional collaborative experiences can increase their collective efficacy and resilience and learn routines and practices that can help create and sustain a culture of collaboration. Then educators will learn practices and routines that can help their students develop self-efficacy and resilience.

This module will contain four units, and is recommended for use after completing the Building Trust and Managing Stress modules. Although it's recommended to do all modules in order, Modules 3 and 4 can be completed in the order that best suits a school's needs, since the well-being and resilience of staff may be highest priority now.

References

1. Byrk, A. S., & Schneider, B. (2003). Trust in schools: A core resource for school reform. *Educational Leadership*, 60(6), 40–45.
2. Biddle, C. (2017). Trust formation when youth and adults partner to lead school reform: A case study of supportive structures and challenges. *Journal of Organizational & Educational Leadership*, 2(2), 1–15.
3. Harris, J., Caldwell, B., & Longmuir, F. (2013.) *Literature review: A culture of trust enhances performance*. Australian Institute for Teaching and School Leadership, Melbourne.
4. Hughes, J., & Kwok, O. (2007). Influence of student-teacher and parent-teacher relationships on lower achieving readers' engagement and achievement in the primary grades. *Journal of Educational Psychology*, 99(1), 39–51. <https://doi.org/10.1037/10022-0663.99.1.39>
5. Ibrahim, A., & Zaatari, E. W. (2020). The teacher–student relationship and adolescents' sense of school belonging. *International Journal of Adolescence and Youth*, 25(1), 382–395. <https://doi.org/10.1080/102673843.2019.1660998>
6. Greenberg, M. T., Brown, J. L., Abenavoli, R.M. (2016). *Teacher Stress and Health Effects on Teachers, Students, and Schools*. Edna Bennett Pierce Prevention Research Center, Pennsylvania State University.
7. Katz, D. A., Harris, A., Abenavoli, R., Greenberg, M. T., & Jennings, P. A. (2018). Educators' emotion regulation strategies and their physiological indicators of chronic stress over 1 year. *Stress and Health*, 34(2), 278–285.
8. Chan, D. (2002). Stress, self-efficacy, social support, and psychological distress among prospective teachers in Hong Kong. *Educational Psychology*, 22(5), 557–570. <https://doi.org/10.1080/0144341022000023635>
9. Hakonen, J. J., Bakker, A. B., & Schaufeli, W. B. (2006). Burnout and work engagement among teachers. *Journal of School Psychology*, 43(6), 495–513. <https://doi.org/10.1016/j.jsp.2005.11.001>
10. Collie, R. J., Shapka, J. D., & Perry, N. E. (2012). School climate and social-emotional learning: Predicting teacher stress, job satisfaction, and teaching efficacy. *Journal of Educational Psychology*, 104(4), 1189–1204. <https://doi.org/10.1037/a0029356>
11. Skaalvik, E. M., & Skaalvik, S. (2016). Teacher stress and teacher self-efficacy as predictors of engagement, emotional exhaustion, and motivation to leave the teaching profession. *Creative Education*, 7(13), 1785–1799. <http://dx.doi.org/10.4236/ce.2016.713182>
12. Skaalvik, E. M., & Skaalvik, S. (2018). Job demands and job resources as predictors of teacher motivation and well-being. *Social Psychology of Education*, 21(5), 1251–1275. <https://doi.org/10.1007/s11218-018-9464-8>
13. Allen, K., Kern, M. L., Vella-Brodrick, D., Hattie, J., & Waters, L. (2018). What schools need to know about fostering school belonging: A meta-analysis. *Educational Psychology Review*, 30(1), 1–34. <https://www.jstor.org/stable/45379661>
14. Cohn-Vargas, B., Kahn, A. C., & Epstein, A. (2021). Identity safe classrooms, grades 6–12: *Pathways to belonging and learning*. Corwin.
15. Schwarzer, R., & Warner, L. M. (2013). Perceived self-efficacy and its relationship to resilience. In S. Prince-Embury & D. H. Saklofske (Eds.), *Resilience in children, adolescents, and adults: Translating research into practice* (pp. 139–150). Springer. https://doi.org/10.1007/978-1-4614-4939-3_10
16. Bandura, A. (1994). Self-efficacy. In V. S. Ramachandran (Ed.), *Encyclopedia of human behavior* (Vol. 4, pp. 71–81). New York: Academic Press. (Reprinted in H. Friedman [Ed.], *Encyclopedia of mental health*. San Diego: Academic Press, 1998).
17. Luthans, F. (2002). The need for and meaning of positive organizational behavior. *Journal of Organizational Behavior*, 23(6): 695–406. <https://doi.org/10.1002/job.165>
18. Lee, J. H., Nam, S. K., Kim, A., Kim, B., Lee, M. Y., & Lee, S. M. (2013). Resilience: A meta-analytic approach. *Journal of Counseling and Development*, 91(3). <https://doi.org/10.1002/j1556-6676.2013.00095.x>



Cost Proposal

Below is a Cost Proposal for the City of Waterbury, Department of Education, that includes Second Step Elementary Digital (K-5) and Second Step Middle School digital (6-8) as a combined Second Step K-8 Digital License; Second Step SEL for Adults (K-12); both Bullying Prevention and Child Protection Units; and two different discounts to maximize savings.

Discount Summary

The following Cost Proposal includes the following discounts:

1. Second Step K-8 Digital: a 7% discount with the 20-49 school rate of \$5,505 for 3-Year Licenses, or a savings of \$12,586 (v. \$172,231 for the \$5,939 rate for 2-4 schools)
2. Second Step SEL for Adults: A 7% discount with the 20-49 school rate of \$5,505 for 3-Year Licenses, or a savings of \$14,322 (v. \$195,987 for the \$5,939 rate for 2-4 schools)
3. A 15% discount on Second Step SEL for Adults license subscriptions when purchased with Second Step K-8 Digital licenses, or a savings of \$27,249.75
4. A 10% volume discount on orders over \$10,000, or a savings of \$36,373.63.

Total Savings = \$90,531.38, reflecting a 21% discount on the full cost of \$416,894

Second Step K-8 Digital, Multi-Site Pricing, 3-Year Licenses, 29 Licenses at a Rate of \$5,505 per License =
\$159,645.00

Second Step SEL for Adults, Multi-Site Pricing, 3-Year Licenses, 33 Licenses at a Rate of \$5,505 per License=
\$181,665.00

SELA 15% Discount: (\$27,249.75)
(Discount when purchasing Second Step K-8 Digital and Second Step SEL for Adults together in a single purchase)

Total Cost for Second Step SEL for Adults=
\$154,415.25

Bullying Prevention Unit Notebooks (Grades K-5), 22 Notebooks at a Rate of \$1,129 per Notebook =
\$24,838.00

Child Protection Unit (Grades K-5) Notebooks, 22 Notebooks at a Rate of \$1,129 per Notebook =
\$24,838.00

Subtotal: \$363,736.25

Discount (10% on orders of \$10,000 or more): (\$36,373.63)

Total Cost for City of Waterbury: \$327,362.62

Pricing Information

Second Step® K-8 Digital Programs

As a convenience to elementary and middle schools, the Second Step Elementary and Second Step Middle School digital programs are purchased as K-8 schoolwide licenses. A single schoolwide license aligns to each school and can be used with any configuration of Grades K-8.

For districts purchasing for multiple schools, each schoolwide license serves one site, whether an elementary school, middle school, or combined K-8.

Discount

Committee for Children offers a 10% discount on purchases of \$10,000 or more, when made in a single purchase.

Second Step® Classroom Kits

Complementary Second Step Elementary print programs are available in a kit format, with additional resources for learning and customization available online for educators. Kits are available for purchase individually by classroom, per teacher. Our complete Second Step Price List and print program pricing can be found [here](#).

Second Step® SEL for Adults

Similar to the Second Step K-8 Digital license, a license subscription provides access for all educators and school staff in a school building, any configuration of grades K-12. Pricing follows the same structure as Second Step K-8 Digital, listed above.

ARE YOU PURCHASING FOR MULTIPLE SCHOOLS?

Second Step® Programs for Grades K-8

Multisite Pricing

ITEM NUMBER ▶	1 Year 904101	3 Years 904103	5 Years 904105
Number of Licenses 1 per School	Save 15% Save 25%		
2-4	\$2,329	\$5,839	\$8,733
5-19 Save 4%	\$2,239	\$5,710	\$8,397
20-49 Save 7%	\$2,159	\$5,505	\$8,096
50+ Save 10%	\$2,089	\$5,326	\$7,832

*Approximate

**SECOND
STEP®**



Cost Proposal

Below is a Cost Proposal for the City of Waterbury, Department of Education, that includes Second Step Elementary Digital (K-5) and Second Step Middle School digital (6-8) as a combined Second Step K-8 Digital License; Second Step SEL for Adults (K-12); both Bullying Prevention and Child Protection Units; and two different discounts to maximize savings.

Discount Summary

The following Cost Proposal includes the following discounts:

1. Second Step K-8 Digital: a 7% discount with the 20-49 school rate of \$5,505 for 3-Year Licenses, or a savings of \$12,586 (v. \$172,231 for the \$5,939 rate for 2-4 schools)
2. Second Step SEL for Adults: A 7% discount with the 20-49 school rate of \$5,505 for 3-Year Licenses, or a savings of \$14,322 (v. \$195,987 for the \$5,939 rate for 2-4 schools)
3. A 15% discount on Second Step SEL for Adults license subscriptions when purchased with Second Step K-8 Digital licenses, or a savings of \$27,249.75
4. A 10% volume discount on orders over \$10,000, or a savings of \$36,373.63.

Total Savings = \$90,531.38, reflecting a 21% discount on the full cost of \$416,894

Second Step K-8 Digital, Multi-Site Pricing, 3-Year Licenses, 29 Licenses at a Rate of \$5,505 per License =
\$159,645.00

Second Step SEL for Adults, Multi-Site Pricing, 3-Year Licenses, 33 Licenses at a Rate of \$5,505 per License=
\$181,665.00

SELA 15% Discount: (\$27,249.75)

(Discount when purchasing Second Step K-8 Digital and Second Step SEL for Adults together in a single purchase)

Total Cost for Second Step SEL for Adults=
\$154,415.25

Bullying Prevention Unit Notebooks (Grades K-5), 22 Notebooks at a Rate of \$1,129 per Notebook =
\$24,838.00

Child Protection Unit (Grades K-5) Notebooks, 22 Notebooks at a Rate of \$1,129 per Notebook =
\$24,838.00

Subtotal: \$363,736.25

Discount (10% on orders of \$10,000 or more): (\$36,373.63)

Total Cost for City of Waterbury: \$327,362.62

Pricing Information

Second Step® K-8 Digital Programs

As a convenience to elementary and middle schools, the Second Step Elementary and Second Step Middle School digital programs are purchased as K-8 schoolwide licenses. A single schoolwide license aligns to each school and can be used with any configuration of Grades K-8.

For districts purchasing for multiple schools, each schoolwide license serves one site, whether an elementary school, middle school, or combined K-8.

Discount

Committee for Children offers a 10% discount on purchases of \$10,000 or more, when made in a single purchase.

Second Step® Classroom Kits

Complementary Second Step Elementary print programs are available in a kit format, with additional resources for learning and customization available online for educators. Kits are available for purchase individually by classroom, per teacher. Our complete Second Step Price List and print program pricing can be found [here](#).

Second Step® SEL for Adults

Similar to the Second Step K-8 Digital license, a license subscription provides access for all educators and school staff in a school building, any configuration of grades K-12. Pricing follows the same structure as Second Step K-8 Digital, listed above.

ARE YOU PURCHASING FOR MULTIPLE SCHOOLS?

Second Step® Programs for Grades K-8

Multisite Pricing

ITEM NUMBER ▶ Number of Licenses 1 per School	1 Year 904101	3 Years 904103	5 Years 904105
		Save 15%	Save 25%
2-4	\$2,329	\$5,939	\$8,733
5-19 Save 4%*	\$2,239	\$5,710	\$8,397
20-49 Save 7%*	\$2,159	\$5,505	\$8,096
50+ Save 10%*	\$2,089	\$5,326	\$7,832

*approximately



KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

June 29, 2022

Jackie Mahedy
Committee for Children
2815 2nd Avenue, Suite 400
Seattle, WA 98121-3207

RFP# 7274
Project: Social Emotional Learning Curriculum and Professional Development for the City
 of Waterbury

Dear Ms. Mahedy,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Thank you.

Kevin McCaffery

Director of Purchasing – City of Waterbury

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date 7/22/2022

To: Jerry Gay- Contract Manager
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following is not delinquent.

Committee for Children
2815 Second Ave., Suite 400
Seattle, WA 98121

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

PROFESSIONAL SERVICES AGREEMENT
For
Temperature Control and Ventilation Project Upgrade
between
The City of Waterbury, Connecticut
and
Automated Logic Contracting Services, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and AUTOMATED LOGIC CONTRACTING SERVICES, INC., a Delaware corporation with offices located at 1150 Roberts Boulevard, Kennesaw, Georgia (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City to upgrade the Building Management System (BMS) that controls heating and cooling mechanical equipment at all Waterbury Public School elementary schools, West Side Middle School, and Waterbury Career Academy; and

WHEREAS, the City selected the Contractor to perform such services; and _____

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide upgrades to the Building Management System (BMS) that controls heating and cooling mechanical equipment at all Waterbury Public School elementary schools, West Side Middle School, and Waterbury Career Academy, including but not limited to:

- Replacement of all proprietary ALC legacy controls, field controllers, valves, sensors and end devices with a new Direct Control System (DDS)
- New controls providing accurate temperature and ventilation controls to classrooms and common areas
- Applicable alarms
- One-year standard warranty

as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's sole source documents (attached hereto)
- 1.1.2 Contractor's revised proposal dated June 30, 2022 (attached hereto)
- 1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.4 Certificates of Insurance, incorporated by reference
- 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.6 All Required Licenses
- 1.1.7 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Contractor's revised proposal dated June 30, 2022 (attached hereto)
- 1.2.3 The City's sole source documents
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. **Representations regarding Personnel.** The Contractor represents that it has,

or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of

carrying out the services under this Contract.

5. Contract Time. The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time"). Contractor understands that time is of the essence as the funding for the completion of the Temperature Control and Ventilation Upgrades is time limited. All work defined within the Scope of Work governing this Contract shall be completed no later than September 30, 2023.

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

5.1.1 The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day during the first seven (7) calendar days for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5 or the actual damages incurred by the City caused by the delay. After the first seven (7) days delay damages shall increase to One Thousand Dollars (\$1,000.00) per calendar day. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default. Delay damages shall be limited to an amount equivalent to ten percent (10%) of the aggregate amount paid by City to Contractor under the Agreement.

5.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services under this Agreement, per school, shall be as follows:

Hopeville Elementary School	\$ 51,529.00
Woodrow Elementary School	\$ 22,748.00
Chase Elementary School	\$ 22,647.00
Generali Elementary School	\$ 39,350.00
Sprague Elementary School	\$ 19,311.00
Regan Elementary School	\$ 182,377.00
Bucks Hill Elementary School	\$ 106,855.00
West Side School	\$ 15,676.00
Barnard Elementary School	\$ 72,028.00
F.J. Kingsbury Elementary School	\$ 75,684.00
Walsh Elementary School	\$ 95,288.00
Bunker Elementary School	\$ 63,722.00
Washington Elementary School	\$ 94,892.00
Driggs Elementary School	\$ 93,206.00

The compensation shall be paid in conformity with the Contractor's revised proposal dated June 30, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein. There shall be a contingency fund of Ninety-Five Thousand Five Hundred Thirty-One Dollars (\$95,531.00) included and under no circumstance shall Contractor be paid in the aggregate, more than One Million Fifty Thousand Eight Hundred Forty-Four Dollars (\$1,050,844).

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1. The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.1.2. Contingencies. Subject to the approval of the City, the Contractor shall be entitled to an additional maximum contingency fee of ten percent or Ninety-Five Thousand Three Hundred Thirteen Dollars and Thirty Cents (\$95,313.30) for any unexpected or unforeseen costs incurred by the Contractor for the Project and which would not otherwise entitle Contractor to an adjustment of the Total Compensation under any other provision in this agreement.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or

officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

8.7. For purposes of clarity, in the event of a finding of joint, comparative, contributory, or concurrent fault, the parties agree that each party shall bear the loss in proportion to its respective share of fault.

8.8 Notwithstanding anything else in the Agreement, in no event shall either party be liable for any incidental, indirect, special, or consequential damages, such as but not limited to, loss of revenue, loss of use of equipment or facilities, loss of profits, or economic damages, whether based on contract, tort or any other legal theory.

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so

obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit each accident any auto, all owned and hired autos

9.4.3 Professional Liability Insurance: Contractor represents to the City that Professional liability coverage is provided under Contractor's standard Commercial General Liability coverage, and therefore, separate coverage is not required.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.4.4 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**
EL Disease Each Employee **\$1,000,000.00**
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

9.4.5 Excess/Umbrella Liability Insurance: **\$1,000,000.00** per occurrence, **\$1,000,000.00** aggregate

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and KBE Building Corporation as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and KBE Building Corporation are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Builders Risk and Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of

all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

For purposes of clarity, Contractor represents to the City that it does not employ laborers or mechanics subject to the prevailing wage requirements of the Davis-Bacon Act, Prevailing Wage and similar state statutes. Contractor's job functions include design, programming, engineering, and verification of computerized automation systems, control modules and end devices, and performance of software modification. Any work to install equipment is performed by other companies in the construction and installation business. If applicable, Contractor will flow all construction prevailing wage requirements down to its Contractors performing covered labor.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City, in

advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any

Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned sole source documents and (ii) the Consultant's proposal.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

29. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

30. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

31. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

32. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Automated Logic Contracting Services, Inc.
1150 Roberts Boulevard
Kennesaw, GA 30144

City: City of Waterbury
Department of Education
c/o Chief Operating Officer
235 Grand Street, 1st Floor
Waterbury, CT 06702

33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of

their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

32.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to

all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign:_____

By:_____

Print name:

Neil M. O’Leary, Mayor

Sign:_____

Date:_____

Print name:

WITNESSES:

**AUTOMATED LOGIC
CONTRACTING SERVICES, INC.**

Sign:_____

By:_____

Print name:

Its:_____

Sign:_____

Date:_____

Print name:

ATTACHMENT A

1. The City's sole source documents (attached hereto)
2. Contractor's revised proposal dated June 30, 2022 (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Waterbury Public Schools

JOB CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION TITLE

Assistant Director of Pupil Services

BARGAINING UNIT CLASSIFICATION

Executive Administrator (Non-Bargaining Unit)

DEPARTMENT

Special Education

REPORTS TO:

Receives administrative direction from the Director of Pupil Services or other administrative official of a higher grade

INCUMBENT NAME**FLSA DESIGNATION**

Exempt

PART I - SUMMARY OF CLASSIFICATION

This class is accountable for assisting with directing, supervising, coordinating, and overseeing all aspects of Special Education and Pupil Services programs and services in the district.

PART II – REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**A. REQUIRED EDUCATION AND EXPERIENCE****General Experience:**

1. A Master's degree in education or related field plus eighteen (18) semester hours of graduate credit and completion of fifty (50) school months of successful teaching or service employment as identified in State of Connecticut, Regulation of State Board of Education, Sec. 10-145d-574 (a - f).
2. Minimum of five (5) years' experience in a leadership position relating to special education and/or related services.
3. Minimum of three (3) years' continuous experience as a special education teacher and/or related service provider.
4. Experience in an urban district, preferred.
5. Experience in special education, social work or school psychology, preferred.

Special Requirement:

1. In addition to the checking of references and of facts stated in the application, a thorough background investigation of each candidate may be made prior to appointment.

B. LICENSURES, CERTIFICATIONS AND OTHER REQUIREMENTS:

1. Connecticut State Board of Education certification as an Intermediate Administrator/Supervisor (092) and endorsement in one of the following: 065, 165, 061, 070, or 071 will be required at time of appointment.
2. Incumbents in this class may be required to possess and retain a current Motor Vehicle Class D Operator's License with a good .

C. KNOWLEDGE, SKILLS AND ABILITIES/ESSENTIAL FUNCTIONS

- Considerable ability to communicate both verbally and in writing including public speaking;
- Considerable ability to implement relevant Federal and State statutes, guidelines and regulations in special education and all special services programs;
- Considerable knowledge of and ability to apply management principles and techniques, including initiation and administration of programs;
- Extensive knowledge of and ability to perform duties in full compliance with all District, Board of Education, state and federal laws, methods, requirements, policies, procedures, and activities pertinent to the duties of this position;
- Knowledge of curriculum standards and models for programming in special education and general education settings;
- Knowledge of instructional practice and professional development models for PK-12 and specialty areas within PK-12 education;
- Knowledge of Restorative Practices, Positive Behavioral Interventions and Supports (PBIS) and Scientific Research Based Interventions (SRBI);
- Excellent leadership skills;
- Excellent computer and keyboarding skills, with specific knowledge in the Google Learning Management System;
- Excellent interpersonal skills;
- Excellent problem-solving and analytical skills;
- Skill at implementing least restrictive environment approach to special services programs;
- Strong budget skills;
- Ability to analyze, interpret, and communicate statistical data derived from qualitative and/or quantitative research;
- Ability to apply knowledge of current research and theory to the duties of the position;
- Ability to implement data driven decision making;
- Ability to maintain appropriate confidentiality;
- Ability to react well under pressure, handle and balance multiple demands at one time, work with frequent interruptions, and perform duties and tasks at expected levels of professionalism;
- Ability to work with individuals from diverse backgrounds.
- Assists in developing and administering the school district's special services programs consistent with school district goals and objectives, as well as applicable law.
- Coordinates and monitors the effectiveness of, and continually improves specialized, and self-contained special education programs;
- Assists with budget development and long-range financial planning for special services;
- Collaborates and corresponds with community agencies, parents and other stakeholders;
- Assists with communication and interpretation of the objectives and programs of the special education services to the Board, the administration, the staff, and the public at large;
- Assists in communicating the District's vision, mission, success and needs to the community;
- Consults with Director of Pupil Services and other district administrators on questions relating to the District's special services program;
- Assists with the coordination of special education curriculum and assessment among and between grades;
- Assists with designing and implementing an effective referral procedure and other appropriate child find activities to identify students with special needs;

D. ESSENTIAL FUNCTIONS (ILLUSTRATIVE ONLY)

- Assists with designing and implementing appropriate assessment systems to provide data for determining the eligibility of students for special services programs programming or services;
- Assists with developing and directing the orientation and induction program for new staff members, including assigning mentors;
- Assists with developing annual goals and action planning for the special services program and operations;
- Assists with developing procedures for referral, securing medical reports, psychological examination, and placement;
- Assists with developing, monitoring and evaluating special education instructional services to ensure that the District maintains a rigorous, relevant, and results-based curriculum;
- Assists with the development, evaluation, and revision of special education curriculum and instruction and assumes responsibility for the implementation of approved programs;
- Assists with ensuring that special education curriculum and programs are developed, maintained, and revised on a regular basis;
- Assists with establishing effective liaison with the various offices and agencies within the community that may provide specialized or professional help to students and their parents, and serves as the referral agent to those offices and agencies;
- Assists with establishing performance standards and conducts performance evaluations of assigned staff;
- Assists with establishing procedures for placement, evaluation, assignments, and reappraisal of students with regard to the special services programs and services;
- Assists with evaluating, administering, and supervising on an ongoing basis the system's testing programs including group and individual tests for intelligence, aptitude and achievement;
- Formulates, plans and implements professional development for assigned professional staff (teachers and administrators);
- Helps to ensure the proper maintenance of individual student records and reports of pupil progress;
- Assists with implementing policies and procedures and supervises personnel and coordinates activities for all aspects of the District's psychological and mental health services;
- Assists with implementing State regulations and in developing, implementing, and maintaining special education programs;
- Involves the principals and staff in decision-making activities that focus on effective teaching/learning practices and student success;
- Keeps abreast of developments and innovations in the field by reading current literature, attending professional society and association meetings and conferences, and discussing developments and problems of mutual interest with others in the field;
- Keeps the Director of Pupil Services informed and works cooperatively with all other administrators in school and District-related matters;
- Maintains a high level of personal integrity and a strong work ethic;
- Monitors the student record system to ensure that approved information is kept current in student cumulative record folders;
- Observes and evaluates assigned administrators and staff in accordance with law and established procedures;
- Assists with preparation and filing appropriate grants and claims for special services personnel approval and funding;
- Promotes community support and involvement with the schools;
- Assists with recruiting, screening, assigning, evaluating and training staff members for the various branches of student personnel services;
- Reports on the status of special services programs at the request of the Director of Pupil Services;

- Assists in representing the District's interests as pertains to contractual arrangements for homebound tutoring, hospital instruction, independent evaluations and private placements;
- Supervises and implements, administers and directs case study services for students including the identification, diagnosis, follow-up, and referral of students with problems related to attendance, mental health, or learning disabilities;
- Supports District-wide professional development efforts, including the Professional Learning Community (PLC) initiatives;
- Works cooperatively with leaders of other administrative divisions in integrating and coordinating individual efforts into a unified program for the District;
- May serve in the capacity of the Director of Pupil Services in his or her absence, as needed.
- Performs other related duties as assigned.

PART III - POSITION SUPERVISES

Administers the special services programs and operations and directs all staff as assigned.

PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

Frequency: Place an "X" in each box that is appropriate to your job.

NEVER (N)	OCCASIONALLY (O)				FREQUENTLY (F)	CONSTANTLY (C)			
0 % of Shift	1-33% of Shift				34-66% of Shift	67-100% of Shift			
Working Conditions	N	O	F	C	Working Conditions	N	O	F	C
Physical Demands					Depth Perception		X		
Standing		X			Color Distinction		X		
Walking		X			Peripheral Vision		X		
Sitting			X		Driving			X	
Lifting		X			Physical Strength:				
Carrying		X			Little Physical Effort (-10 lbs.)			X	
Pushing		X			Light Work (-20 lbs.)		X		
Pulling		X			Medium Work (20-50 lbs.)		X		
Climbing		X			Heavy Work (50-100 lbs.)	X			
Balancing		X			Very Heavy Work (100+ lbs.)	X			
Stooping		X			Environmental Conditions				
Kneeling		X			Cold (50 degrees F or less)	X			
Crouching		X			Heat (90 degrees F or more)	X			
Crawling		X			Temperature Changes		X		
Reaching		X			Wetness	X			
Handling		X			Humidity	X			
Grasping		X			Extreme Noise or Vibration		X		
Twisting		X			Exposure to Chemicals	X			
Feeling			X		Exposure to Gases and Fumes	X			
Talking			X		Exposure to Unpleasant Odors		X		
Hearing				X	Exposure to bodily fluids	X			
Repetitive Motion			X		Exposure to dampness	X			
Hand/Eye/Foot Coordination			X		Confinement to Small or Restricting Area		X		
Visual Acuity/Near			X		Mechanical Hazards	X			
Visual Acuity/Far			X		Physical danger or abuse		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

Waterbury Public Schools is an equal opportunity employer. In compliance with the Americans with Disabilities Act, the District will provide reasonable accommodations to qualified individuals with disabilities and encourage both prospective and current employees to discuss potential accommodations with the District when necessary.

Prepared on: July, 28, 2022



ESSER/ARP Monthly Expenditure Report
August 4, 2022 BOE Workshop

ESSER I

Beginning Date March 2020
 Ending Date September 2022

Total Grant : \$9,394,519

Public Portion - \$8,462,310
 \$8,389,205 YTD Exp/Enc
 \$73,105 YTD Balance

Non-Public Portion - \$ 932,209
 \$925,685 YTD Exp/Enc
 \$6,524 YTD Balance

ESSER II

Beginning Date December 2020
 Ending Date September 2023

Total Grant : \$41,651,124

\$11,761,810 YTD Exp/Enc
 \$29,889,314 YTD Balance

ARP ESSER III

Beginning Date May 2021
 Ending Date September 2024

Total Grant : \$89,691,176

\$12,492,551 YTD Exp/Enc
 \$77,198,625 YTD Balance



Detail of Encumbrance/Expenditures

ESSER I Temporary Maintainers; Health Dept & Fire Dept Overtime for COVID Testing
Chromebook Management Services; Licenses; Teachers Laptops; Students Chromebooks; Chromebook Charging
Carts; Data Switches & Wireless Headphones
HVAC & Ventilation Projects- Regan Boilers Replacement, & heating pumps, Carrington BMS Upgrades, HVAC
Repairs at Reed, Maloney, Rotella, Gilmartin, Duggan, WAMS, Career, and West Side.
Covid staff testing fees;
Fire safety equipment
Bilingual materials
PPE/Health & Safety Supplies; Handwashing Stations

ESSER II GF Staff Retainage- Maintainers Staff, IT Staff and School Counselors.
Summer School Programs; Summer Camps – YMCA, Boys & Girls & PAL
Transportation for Summer School; Summer school program supplies
Recruitment - UCONN Resident & Nex-Gen programs; College partnerships for recruitment
Translation Services
SEL Curriculum
Technology Professional Development Training
Portrait of Graduate Development and Assessment
CTE Supplies and Wilby Greenhouse Renovation
Food Service Deficit;
Facility Study
Administrative Costs - Contracted Project Manager Services; Contracted Legal Services
Design Services – Auditorium Upgrades; Air Handler Units; Mechanical Upgrades & Rotella Boiler
Summer school field trips
Boiler replacement /Tinker school and Kingsbury



ARP ESSER III (2) PT Crisis Youth Intervention Clinicians;
Extra Class Stipends for Teachers covering shortage areas;
Partners in Education (CT Center for School Change);
Outside Counsel Legal Fees for ARP ESSER Contracts;
Curriculum Update- Pear Deck & Legends of Learning;
Instructional Supplies & Equipment (School Principals)
Resources to Support Curriculum(Home Learning);
Equity Training Services
State Street Playground Equipment
HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Kennedy Fan Replacement.
Upgrade furniture, fixtures and equipment based on school needs.
Digital platform to connect students with mentors.
Amplify reading student license, mCLASS DIBELS
Mechanical Upgrades at three schools (Crosby,Kennedy, Wilby)
SAFE after school program/behavioral clinicals

**CITY OF WATERBURY
DEPARTMENT OF EDUCATION**

8/18/2022

Board of Education

Board of Education Commissioners:

With the approval of the Committee on Finance, the Superintendent of Schools recommends the following transfer for fiscal year 2021/2022

FROM:

Accounting Unit	Account	Description	Amount
85110001	511102	West Side Middle School - Teachers	(\$700,000)
86410001	511102	Kennedy High School - Teachers	(\$3,400,000)

TO:

88031006	591002	Operation & Maint- Transfer to Sinking Fund	\$2,100,000
87510001	522501	District Wide - Health Benefit Contribution	\$2,000,000

TOTAL			\$4,100,000	(\$4,100,000)
--------------	--	--	--------------------	----------------------

Respectfully Submitted,

Dr. Verna D. Ruffin

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, August 4, 2022
BOARD MEETING: Thursday, August 18, 2022

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
L. Brown	Wallace media center: Mon.& Tues., August 22, 23 8:00am – 3:00pm Prof. Dev. Training to CT-SEDS trainers.
N. Toucet	WAMS atrium: Wed. & Thurs., August 24 th & 25 th 8:00am – 3:00pm (Prof. Dev. For School Counselors)

Approved

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Scho

Book

JUL 29 2022

SCHOOL PERSONNEL USE ONLY

DATE: 7/29/2022

TO: Sandy Mccasland
FROM: Special Education Department

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wallace Middle School Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: August 22, 2022 and August 23, 2022

FROM: 8:00 ☒ am ☐ pm TO: 3:00 ☐ am ☒ pm

FOR THE FOLLOWING PURPOSES:

To provide PD training to the CT-SEDS Expert Trainers in order to train during staff PD

Lisa Brown, Special Education Supervisor

APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

Mark

SCHOOL PERSONNEL USE ONLY

DATE: August 2, 2022

TO: SCHOOL BUSINESS OFFICE

FROM: Nyree Toucet, Director of College and Career Readiness

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School

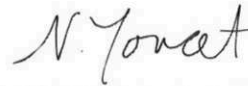
☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms ☒ Atrium

DATES REQUESTED: August 24, 2022 and August 25, 2022

FROM: 8 am TO: 3 pm

FOR THE FOLLOWING PURPOSES:

School Counselor Professional development



APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, August 4, 2022
BOARD MEETING: Thursday, August 18, 2022

**TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT**

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES
--------------	-----------------------------------

REQUESTING WAIVERS:

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

Bouley Manor Neighborhood Assoc.	Chase café: 2023 meeting schedule
L. Mills	2 nd Thursday of the month 6:00-8:00 pm

MONIES COLLECTED TO DATE:

\$ 11,200.00

Approved:

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT# JUL 29 2022

Book
APPLICANT Laraine Mills NAME OF ORGANIZATION Bowley Manor Neighborhood Assoc.
ADDRESS 66 Hinsdale Ave, Waterbury, CT 06705 TELEPHONE # 203-759-7178
(street) (city) (state) (zip code)
SCHOOL REQUESTED Chase Elem. DATES See attached letter ROOM(S) Cafeteria
OPENING TIME 6pm CLOSING TIME 8pm PURPOSE Monthly Association Meeting
ADMISSION (if any) None CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20-25 CHILDREN None
SIGNATURE OF APPLICANT Laraine Mills DATE July 28, 2022

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Charles Coretto, Jr., 73 Altyre St, Waterbury, CT 06705 203-759-7176

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. _____ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



July 28, 2022

Dear Members of the Board of Education,

The Bouley Manor Neighborhood Association (BMNA) thanks you for allowing us to use Chase Elementary School for our monthly meetings.

BMNA is requesting your permission to continue using the cafeteria at Chase Elementary School for our 2023 meetings. Close proximity to the Bouley Manor area is important to us and Chase has been the perfect place with off-street parking and handicap accessibility if needed. On a couple of occasions we have asked for and received your permission to use the gymnasium instead of the cafeteria for a "special" meeting when we anticipate a much larger group of people to attend.

We meet on the second Thursday of each month January through December (except no July and August meetings) from 6:30 p.m. to 8:00 p.m. (BMNA officers arrive around 6:00-6:15 p.m. to set up the room and stay a little later to clean up). Average monthly attendance is 20 people. We occasionally do "coffee and" at a meeting but do not need kitchen facilities as we bring everything with us. Some guest speakers give slide presentations so we need access to electrical outlets and a screen (or a clear, light-colored wall). We have our own projector.

2023 Meeting Dates:	January 12	September 14
	February 9	October 12
	March 9	November 9
	April 20*	December 14
	May 11	
	June 8	

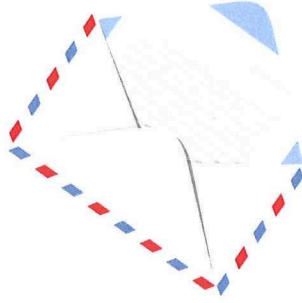
*Normally our April meeting would be Thursday, April 13, but since school is closed April 10-14 we are requesting to meet on Thursday, April 20, 2023, in the cafeteria.

I can be reached at 203-753-7172 (home) if you need more information or have any questions

Thank you for considering our request.

Laraine Mills
Treasurer

On Behalf of the BMNA Executive Board



COMMUNICATIONS



July 27, 2022 through
August 2, 2022



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 18, 2022

Robert Seaman
20 Wolf Hill Rd., Apt. 1B
Wolcott, CT 06716

Dear Mr. Seaman:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2022773) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 x11219 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 4, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be July 25, 2022 at your regular scheduled time.


At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,


Scott Morgan
Director of Human Resources

SM/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
M. Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 18, 2022

Deonarine Singh
56 East Liberty St.
Waterbury, CT 06706

Dear Mr. Singh:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2022637) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 x11219 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 4, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 4, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Scott Morgan
Director of Human Resources

SM/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 26, 2022

Elaine Lepore
14 Phyllis Ave.
Waterbury, CT 06708

Dear Ms. Lepore:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education - Food Service for the position of Provisional Café Manager (Req. #2023176) at \$25.03 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 4, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 1, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Director of Fd Serv
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 27, 2022

REVISED

Elaine Lepore
14 Phyllis Ave.
Waterbury, CT 06708

Dear Ms. Lepore:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education - Food Service for the position of Provisional Café Manager (Req. #2023176) at **\$25.47 per hour**. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 4, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 1, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Director of Fd Serv
File