2220913

REMITTANCE INSTRUCTIONS

Please make all checks payable to **Yale University**.

Please include the invoice number in the memo field of the check and mail check to:

Invoice #: YCEI-02426 Date: February 16, 2022

PO/WO #:

FEB 16 IUL

Yale Center for Emotional Intelligence School Relations and Implementation Team 350 George Street 3rd Floor – Suite A352 New Haven, CT 06511

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Manchester Essex Regional School District 36 Lincoln Street Manchester, Massachusetts 01944 United States

PRODUCT SUMMARY

	tract Name: FY22 ementation Confe	The first of the second s		
No.	Product	Qty.	Description	Cost
1	2022 RULER Implementatio n Conference Registrant	15.0	2022 RULER Implementation Conference Registration for Manchester Essex Regional School District. Discounted tickets at \$100.00 per participant. 15 participants registered. Gillian Polk, Robert Bilsbury, Abby Donnelly, Kimberly Provost, Erin Brahms, Kimberly Field, Greg Marche, Ashley Sartelle, Patricia Puglisi, John Willis, Rebecca Xiahros, Kathleen Pennoyer, Colleen Kelleher, Laurie Colpoys, Cait Conceicao,	\$1,500.00
			Total:	\$1,500.00

PAYMENT SUMMARY

Contract Amount	Contract Amount	Contract Amount	Amount Invoicing
Total	Paid	Due	
\$1,500.00	\$0.00	\$1,500.00	\$1,500.00

Please contact **rulertraining@yale.edu** if you have any questions regarding your payment. **Thank you!**

2/16/22 0K to Bay 0K to Bay 0R 22009.75

REMITTANCE INSTRUCTIONS

Please make all checks payable to Yale University.

Please include the invoice number in the memo field of the check and mail check to:

Invoice #: YCEI-02232 Date: October 13, 2021

PO/WO #:

Yale Center for Emotional Intelligence School Relations and Implementation Team 350 George Street 3rd Floor – Suite A352 New Haven, CT 06511

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Manchester Essex Regional School District 36 Lincoln Street Manchester, Massachusetts 01944 United States

PRODUCT SUMMARY

	chester Essex Reg			ber: 10002254	
No.	Product	Qty.	Description		Cost
1	2021-22 RULER Subscription	1.0	RULER Subscription for Essex Ele School	\$1,000.00	
2	2021-22 RULER Subscription	1.0	RULER Subscription for Manches Memorial Middle School	\$1,000.00	
3	2021-22 RULER Subscription	1.0	RULER Subscription for Manchester-Essex Regional High School		\$1,000.00
4	2021-22 RULER Subscription	1.0	RULER Subscription for Manchester Memorial Elementary School		\$1,000.00
				Total:	\$4,000.00

PAYMENT SUMMARY

Contract Amount Total	Contract Amount Paid	Contract Amount Due	Amount Invoicing
\$4,000.00	\$0.00	\$4,000.00	\$4,000.00

Please contact **rulertraining@yale.edu** if you have any questions regarding your payment. **Thank you!**

REMITTANCE INSTRUCTIONS

Please make all checks payable to **Yale University**.

Please include the invoice number in the memo field of the check and mail check to:

Yale Center for Emotional Intelligence School Relations and Implementation Team 350 George Street 3rd Floor – Suite A352 New Haven, CT 06511

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Manchester Essex Regional School District 36 Lincoln Street Manchester-by-the-Sea, Massachusetts 01944 United States

PRODUCT SUMMARY

	r <mark>act Name:</mark> FY21 R chester Essex Regi			
No.	Product	Qty.	Description	Cost
1	2020-21 RULER Subscription	1.0	RULER subscription for Essex Elementary School	\$1,000.00
2	2020-21 RULER Subscription	1.0	RULER subscription for Manchester Memorial Elementary School	\$1,000.00
3	2020-21 RULER Subscription	1.0	RULER subscription for Manchester Essex Memorial Middle School	\$1,000.00
4	2020-21 RULER Subscription	1.0	RULER subscription for Manchester Essex Memorial High School	\$1,000.00
			Total:	\$4,000.00

PAYMENT SUMMARY

Contract Amount	Contract Amount	Contract Amount	Amount Invoicing
Total	Paid	Due	
\$4,000.00	\$0.00	\$4,000.00	\$4,000.00

Please contact **rulertraining@yale.edu** if you have any questions regarding your payment. **Thank you!**

12/3/20 20 8 and 459 9K 2024 2020459 R.024 2020459

INVOICE Invoice #: YCEI-01623 Date: September 14, 2020

PO/WO #:

DEC 0 3 202

REMITTANCE INSTRUCTIONS:

Please include the invoice number and mail check to:

INVOICE Invoice#: YCEI-01059 DATE: July 31, 2019

Yale University Treasury Services P.O. Box. 208087 New Haven, CT 06520-8087

Attn:

TO:

Manchester Essex Regional School District – c/ Julie Ritey 36 Lincoln Street Manchester-by-the-Sea, Massachusetts - 01944 United States (978) 526-4919

Product Summary

	Contract Name: 2019 RULER Online Subscription - Manchester Essex Regional School District			Contract Number: 10000980		
SNo.	Product	Quantity	Description	escription		
	2019 Subscription Tier 3	1	Elementary School start	er 3 subscription access to the RULER Online platform for Essex ementary School starting Sept. 1, 2019 and ending Aug. 31, 2020. illing contact is Julie Riley, rileyj@mersd.org, 978-526-4919		
2.	2019 Subscription Tier 3	1	1 *	ier 3 subscription access to the RULER Online platform for fanchester Memorial Elementary School starting Sept. 1, 2019 and S ading Aug. 31, 2020.		
3.	2019 Subscription Tier 3	1		ier 3 subscription access to the RULER Online platform for Ianchester Essex Regional Middle School starting Sept. 1, 2019		
4.	2019 Subscription Tier 3	1		er 3 subscription access to the RULER Online platform for anchester Essex Regional High School starting Sept. 1, 2019 and		
				Total:	\$7,000.00	

Payment Summary

Contract Amount Total	Contract Amount Paid	Contract Amount Due	Amount Invoicing
\$7,000.00	\$0.00	\$7,000.00	\$7,000.00

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REMITTANCE INSTRUCTIONS:

Please include the invoice number and mail check to:

Yale University Treasury Services P.O. Box. 208087 New Haven, CT 06520-8087

Attn:

TO: Manchester Essex Regional School District 36 Lincoln Street Manchester-by-the-Sea, Massachusetts - 01944 United States (978) 526-4919

Product Summary

	Contract Name: 2019 RULER Online Subscription - Manchester Essex Regional School District			Contract Number: 10000980		
SNo.	Product	Quantity	Description		Cost	
	2019 Subscription Tier 3	1	Elementary School start	ier 3 subscription access to the RULER Online platform for Essex lementary School starting Sept. 1, 2019 and ending Aug. 31, 2020. illing contact is Julie Riley, rileyj@mersd.org, 978-526-4919		
	2019 Subscription Tier 3	1		ier 3 subscription access to the RULER Online platform for lanchester Memorial Elementary School starting Sept. 1, 2019 and inding Aug. 31, 2020.		
1	2019 Subscription Tier 3	1		ier 3 subscription access to the RULER Online platform for Ianchester Essex Regional Middle School starting Sept. 1, 2019		
4.	2019 Subscription Tier 3	1		er 3 subscription access to the RULER Online platform for anchester Essex Regional High School starting Sept. 1, 2019 and		
				Total:	\$7,000.00	

Payment Summary

Contract Amount Total	Contract Amount Paid	Contract Amount Due	Amount Invoicing
\$7,000.00	\$0.00	\$7,000.00	\$7,000.00

INVOICE Invoice#: YCEI-01059 DATE: July 31, 2019

REMIT TO: Attn: Jessica Hoffmann Yale Center for Emotional Intelligence 230 South Frontage Road New Haven, CT 06520

TO: Manchester-Essex Regional High School 36 Lincoln Street Manchester, Massachusetts - 01944 United States

Product Summary





Payment Due: July 1, 2017

Cont	Contract Name: 2017 Manchester-Essex Regional HS RULER AEII			Contract Number: 10000382	
SNo.	Product	Quantity	1.0 1.0 1.0 1.0		Cost
' 1.	2017 AEII Team	1	Patrici: DuBoi	a Puglisi, Jim Umile, Holly Brabson, Lauren s	\$6000.00
2.	2017 AEII Additional Participant	1	Julie D	eRoche	\$1500.00
				Total:	\$7500.00

Payment Summary

Contract Amount Total	Contract Amount Paid	Contract Amount Due	Amount Invoicing
 \$7500.00	\$0.00	\$7500.00	\$7500.00

Please make all checks payable to Yale University.

Thank you!

5/22/17 to Bar 1683 property plant

REMIT TO: Attn: Mela Waters Yale Center for Emotional Intelligence 230 South Frontage Road New Haven, CT 06520

TO: Manchester Essex Regional Middle School 43 Lincoln St Manchester, Massachusetts - 01944 United States

Product Summary

MAY 082017

INVOICE DATE:April 24,2017 Invoice#: IN-00341 Payment Due: June 1, 2017 7 Camof pig post 71, per terms of lucit -au FY17

5/9/17

Cont	ract Name: 2017 M Middle School A			Contract Number: 100	00330	
SNo.	Product	Quantity	Description			Cost
1.	2017 AEII Team	1	Joanne Maino	, Joan McWhorter, Amy Desmond		\$6000.00
-					Total:	\$6000.00

Payment Summary

Contract Amount Total	Contract Amount Paid	Contract Amount Due	Amount Invoicing
\$6000.00	\$0.00	\$6000.00	\$6000.00

Please make all checks payable to Yale University.

Thank you!

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A WORLD OF DIFFERENCE[®] Institute



Anti-Defamation League 40 Court Street Boston, MA 02108 Phone (617) 406-6335

INVOICE

BILL TO:

Manchester Essex Regional High School ATTN: Patricia Puglisi 36 Lincoln Street Manchester, MA 01944

Invoice Date: August 8, 2018 Invoice Number:7.27.2018-A P.O. Terms: Net 30 Days

DESCRIPTION Peer Training Summer Institute for Educators July 24 - 26, 2018 Fee: \$375 per person	Unit Price \$375.00	Total \$ 750.00
Participant(s): Lauren DuBois Jessica Tran	Sub Total:	\$750.00
· · · · · · · · · · · · · · · · · · ·	Tax:	00.00
, ,	Total:	\$750.00
Make Check Payable to: Anti-Defamation League Send Check to: Anti-Defamation League		L

Attn: Phil Fogelman 40 Court Street, 12th Floor Boston, MA 02108

Enclosed please find the Anti-Defamation League's W-9. If you have any questions concerning this invoice, please contact Phil Fogelman at 617-406-6335 or pfogelman@adl.org.

THANK YOU!!



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Anti-Defamation League 40 Court Street Boston, MA 02108 Phone 617-406-6335 Fax

BILL TO: Mary Lumsden Manchester Essex Regional High School 36 Lincoln Street Manchester, MA 01944

IN	VO	ICI	\overline{Y} :
			-

INVOICE#:	01-360002500
INVOICE DATE:	4/27/2020
PO #:	2020849
TERMS:	Net 30 Days
ADL FEDERAL ID:	13-1818723

eer to Peer Progra elivered on (Frid 6, 2019)	m Training ay, December 06, 2019; Monday, December	\$5,500.00	\$5,500.00
dicate invoice #	on check.	Sub Total:	\$5,500.00
eck Payable to:	Anti-Defamation League	Tax:	\$0.00
ck to:	Anti-Defamation League	Shipping:	\$0.00
	Attn: Philip Fogelman 40 Court Street	Total:	\$5,500.00
2	eck Payable to:	-	eck Payable to:Anti-Defamation LeagueTax:ck to:Anti-Defamation LeagueShipping:Attn: Philip Fogelman40 Court StreetTotal:

Enclosed are two invoice copies: one for your records, and one to be sent with payment. If you have any questions concerning this invoice, please call Philip Fogelman at 617-406-6335. Please have the invoice number available.

A WORLD OF DIFFERENCE[®] Institute



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Anti-Defamation League 40 Court Street Boston, MA 02108 Phone 617-406-6335 Fax

BILL TO:	Lauren DuBois
	Manchester Essex Regional High School
	36 Lincoln Street
	Manchester, MA 01944

= INVOICE

INVOICE#:	01-360002241
INVOICE DATE:	1/8/2019
PO #:	
TERMS:	Net 30 Days
ADL FEDERAL ID:	13-1818723

Qty	Description		Unit Price	Total
1	Peer to Peer Progra Delivered on (Wee 27;& Thursday, D	lnesday, November 14; Tuesday, November,	\$5,000.00	\$5,000.00
			· .	
Pleas	e indicate invoice #	t on check.	Sub Total:	\$5,000.00
	Check Payable to:	Anti-Defamation League	Tax:	\$0.00
	Check to:	Anti-Defamation League	Shipping:	\$0.00
		Attn: Philip Fogelman 40 Court Street	Total:	\$5,000.00
		Boston, MA 02108	Kananan an	

Enclosed are two invoice copies: one for your records, and one to be sent with payment. If you have any questions concerning this invoice, please call Philip Fogelman at 617-406-6335. Please have the invoice number available.

THANK YOU FOR YOUR BUSINESS!

2220453

INVOICE

INVOICE # 003

INVOICE DATE: NOV - JAN

Culture7coaching attention Michael Eatman

49 Sarah J Cir, Haverhill, Massachusetts 01832 Phone: 7346574589 Michael@culture7.co *culture7.co*

BILL Pam Beaudoin

TO Manchester Essex Regional Middle High School 36 Lincoln Street Manchester, Massachusetts 01944 78-526-4919 Beaudoinp@mersd.org SHIP TO Michael L. Eatman Culture7Coaching INC. 49 Sarah J Cir Haverhill, Massachusetts 01832

SHIPPING METHOD		SHIPPING TERMS	DELIVERY DATE	
QTY	ITEM ID#	DESCRIPTION	UNIT PRICE	ITEM TOTAL
1		Developing Leadership Team Cultural Competence Plan And Ongoing Alignment	\$4,200.00	\$4,200.00
4		The House That Hope Built, Bringing Cultural Competence To Life In The Classroom (educator Check-in Included) Planning And Implementation	\$2,700.00	\$10,800.00
PAYMENT		eipt of invoice	SUBTOTAL SHIPPING TAX TOTAL DUE	\$15,000.00 \$0.00 \$0.00 \$15,000.00

Make All Checks Payable To: Culture7coaching attention Michael Eatman

THANK YOU FOR YOUR BUSINESS!

J10 13/2, 3/15

INVOICE

\$0.00

\$6,500.00

Culture7coaching attention Michael Eatman

49 Sarah J Cir, Haverhill, Massachusetts 01832 Phone: 7346574589 Michael@culture7.co culture7.co

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BILL	Pam Beaudoin	
то	Manchester Essex Regional Middle High School	
	36 Lincoln Street	
	Manchester, Massachusetts 01944	
	978-526-4919	
	Description Operation	

Beaudoinp@mersd.org

INVOICE # 001 INVOICE DATE: 07/28//2021 - 09/09/2021

TAX

TOTAL DUE

Michael L. Eatman SHIP Culture7Coaching INC. 49 Sarah J Cir Haverhill, Massachusetts 01832

SHIPPING METHOD		SHIPPING TERMS	DELIVERY.D	DELIVERY DATE	
QTY	ITEM ID#	DESCRIPTION	UNIT PRICE .	ITEM TOTAL	
1	90 Co	Day Executive Leadership Dlaborative	\$6,500.00	\$6,500.00	

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PAYMENT TERMS

PAYMENT DUE Upon receipt of invoice

Make All Checks Payable To: Culture7coaching attention Michael Eatman

THANK YOU FOR YOUR BUSINESS!

INVOICE

INVOICE # 002 INVOICE DATE: OCTOBER 2021

Culture7coaching attention Michael Eatman

49 Sarah J Cir, Haverhill, Massachusetts 01832 Phone: 7346574589 Michael@culture7.co *culture7.co*

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BILL	Pam Beaudoin
то	Manchester Essex Regional Middle High School
	36 Lincoln Street
	Manchester, Massachusetts 01944
15	978-526-4919
	Beaudoinp@mersd.org

SHIP TO Michael L. Eatman Culture7Coaching INC. 49 Sarah J Cir Haverhill, Massachusetts 01832

SHIPPING METHOD		SHIPPING TERMS	DELIVERY	DELIVERY DATE	
QTY	ITEM ID#	DESCRIPTION		ITEM TOTAL	
1	Lead	Leadership Team Development	\$5,500.00	\$5,500.00	
	EDMS		SUBTOTAL SHIPPING TAX	\$5,500.00 \$0.00 \$0.00	
	PAYMENT TERMS PAYMENT DUE Upon receipt of invoice		TOTAL DUE	\$5,500.00	

Make All Checks Payable To: Culture7coaching attention Michael Eatman

THANK YOU FOR YOUR BUSINESS!

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101 100 1210 50 980 7400 101 100 2357 10.990 7400

AGREEMENT BETWEEN Manchester Essex Regional Schools AND YALE UNIVERSITY

This Agreement is entered into this 01 day of January 2022 ("Effective Date"), by and between Manchester Essex Regional Schools (hereinafter called "District") with a primary business address located at 36 LINCOLN ST, MANCHESTER, MA, 01944-1123, and Yale University acting by and through the Yale Center for Emotional Intelligence (hereinafter called "Yale") with an office located at 350 George Street, New Haven, CT 06511. District and Yale may be referred to herein individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, in furtherance of Yale University's educational mission, the Yale Center for Emotional Intelligence undertakes to provide training and technical assistance services in its RULER approach to educational agencies and not-for-profit educational organizations for the purposes of promoting teacher and student social and emotional development in schools; and

WHEREAS, District desires to engage Yale in the provision of services described in the foregoing and Yale is willing to provide such services in accordance with the terms and conditions set forth below;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. <u>Services.</u> During the term of this Agreement, Yale agrees to provide the authorized school(s) within District as specified in Exhibit B (collectively, the "Authorized School(s)") with certain training and technical assistance services as described in Exhibit A (Scope of Work) attached hereto (the "Services"). Certain of the Services shall be provided by Yale to District through an online learning platform located at ruler.online (the "Platform") in accordance with Exhibit A.

2. <u>Consideration</u>. In consideration for the Services to be provided hereunder, District agrees to pay Yale the sum of **\$4,000.00**, payable as follows:

\$4,000.00 within thirty (30) days of full execution of this Agreement.

Payments shall be made to Yale University (Tax ID # 06-0646973) with a reference to "**Yale Child Study Center - Yale Center for Emotional Intelligence**" and sent to the following remittance address:

Yale Center for Emotional Intelligence School Relations and Implementation Team 350 George Street 3rd Floor - Suite A352 New Haven, CT 06511

Or wired to: Bank Name:

Bank of America 100 West 33rd Street New York, NY 10001 ABA Number:026009593SWIFT Number:BOFAUS3N(international wire only)Account Title:Yale UniversityAccount Number:0050296726

3. <u>Term.</u> This Agreement covers the period commencing from the Effective Date and, unless earlier terminated in accordance with this Agreement, shall continue in force and effect for one (1) year thereafter (the "Initial Term"). Upon the expiration of the Initial Term, the parties may agree to extend this Agreement in a separate writing executed by authorized representatives of the Parties hereto.

4. <u>Termination</u>. This Agreement shall remain in force and effect for the duration of the Initial Term, as may be extended pursuant to Section 3 above, unless sooner terminated as follows:

(a) If either Party breaches any provision of this Agreement, and the breach is not cured within thirty (30) days after the other Party gives written notice of such breach, then such other Party may terminate this Agreement by giving written notice thereof to the breaching Party; and

(b) Yale shall have the right to terminate this Agreement immediately by providing written notice to District in the event District enters into bankruptcy, becomes insolvent, or is otherwise unable to pay its debts as they come due.

5. Effect of Termination. Upon expiration or termination of this Agreement, all licenses and rights granted by Yale hereunder shall automatically terminate and Platform access will end. Upon Yale's written instructions, District shall return or destroy (and cause its employees, contractors, representatives and/or agents and those of Authorized School(s) to return or destroy) any and all of the Training Materials received thereby and/or otherwise in District's or any Authorized School's possession or control as a result of this Agreement; provided, however, that the District and/or any Authorized School(s) may continue to use copies of the Training Materials in its possession or control as of the date of expiration or termination hereof subject to the provisions of Section 7 below and for so long as such use is in accordance therewith. District shall certify to Yale in writing of the completion of the foregoing no later than sixty (60) days after expiration or termination hereof. No termination of this Agreement shall affect any liabilities of the Parties that may have accrued prior to the date of termination. To the extent any balance is due and remaining by District to Yale hereunder, such balance shall immediately become due and payable by District upon the date of expiration or termination hereof. The Parties shall have a continuing obligation after termination or expiration of this Agreement to comply with any provision hereof that by its sense and context is intended to survive expiration or termination hereof.

6. <u>Notices.</u> Any notices given under this Agreement shall be in writing and shall be deemed delivered when sent by first-class mail, postage prepaid, addressed to the Parties as follows:

District

Manchester Essex Regional Schools 36 LINCOLN ST MANCHESTER, MA 01944-1123

Yale University

Yale Center for Emotional Intelligence 350 George Street New Haven, CT 06511

7. <u>Ownership of Training Materials.</u>

(a) Copies of any and all manuals, posters, documentation, and other materials provided by Yale to District and/or the Authorized School(s) pursuant to this Agreement, in any format and regardless of medium, including, without limitation, RULER resources (collectively, the "Training Materials") is and shall remain the sole and exclusive property of Yale. District acknowledges that the Training Materials are protected by United States copyright laws, and Yale holds and retains full intellectual property and proprietary rights, title and interest in and to all Training Materials (in whole or in part).

(b) Each Authorized School is permitted to make customizations of the Training Materials as necessary for the implementation of the RULER approach at its respective school provided that, and solely to the extent, District instructs and ensures that each such Authorized School uses the Training Materials and any and all such customized materials for such Authorized School's internal training purposes only and that all use by such Authorized School thereof will be limited solely to such Authorized School's administrators and educators at its school premises in accordance with the provisions of this Agreement. District hereby grants Yale the non-exclusive, perpetual, worldwide right to use and incorporate in Yale's sole discretion any and all such customized materials (in whole or in part) for the purposes of improving the Training Materials and furthering the goals and objectives of the RULER approach. Any copies or customizations of the Training Materials made permitted under this Agreement must include the copyright notice as follows:

"RULER Resource Materials. Copyright © 2013 Yale University. All Rights Reserved."

District agrees and acknowledges that, except as provided under this Agreement or expressly permitted in writing and in advance by Yale, neither District nor any Authorized School is authorized or licensed to reproduce, distribute, transmit, modify, translate, abridge, or otherwise use or create derivative works of the Training Materials, or any other copyrightable materials distributed to it by Yale hereunder, for any purpose, and Yale reserves all rights.

(c) District is prohibited from sharing or distributing Training Materials to, and conducting RULER staff development trainings with, any person or entity not currently employed by the Authorized School(s) as an administrator or educator. No other third party is authorized to use the Training Materials for any purposes.

(d) District shall notify Yale of any infringement that may come to its and/or any Authorized School's attention and cooperate in good faith with Yale with respect to any responses to such infringement. Yale shall have the sole right to determine any appropriate response to infringement. Upon Yale's request, District will assist (and cause Authorized School(s) to assist) Yale to protect, perfect, and enforce Yale's rights in the Training Materials, customizations thereto made by any Authorized School(s), and/or any other copyrightable materials distributed to District and/or any Authorized School by Yale hereunder. District agrees to take all appropriate action and to execute any and all documents, necessary, or reasonably requested by Yale, to establish, effectuate, and preserve Yale's rights with respect to any and all of the foregoing.

8. <u>Publication of Results.</u> In furtherance of Yale's mission to publish and disseminate knowledge, Yale and its faculty, employees and/or students may publish the results of the Services (including, without limitation, anonymized results from any staff training feedback surveys conducted by Yale) without prior approval of District or the Authorized School(s). Yale shall have the final authority to determine the scope and content of any such publications or presentations made by its faculty, employees and/or students consistent with its policies and procedures.

9. <u>Use of Name.</u> Neither Party shall employ or use any name, logos, symbols or marks of the other Party in any press releases, marketing materials and/or advertising without the prior express written permission of such other Party. This restriction shall not include legally required disclosures by either Party that identifies the existence of this Agreement.

10. <u>Use of the Platform.</u> District agrees to be bound by and shall comply with all terms and conditions for use of the Platform communicated to District by Yale, including, but not limited, to: ruler.online/terms. Except to the extent caused by Yale's gross negligence or willful acts, Yale shall not be responsible or liable to District, its Authorized School(s), nor their respective employees, contractors, representatives and/or agents in connection with use of the Platform by any of the foregoing.

11. <u>Relationship of Parties.</u> The relationship of District and Yale established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of employment or agency, nor shall either Party's employees, contractors, agents, or representatives be considered the employees, contractors, agents, or representatives of the other Party. Nothing in this Agreement shall be construed to constitute the Parties as partners or joint venturers, or allow either of the Parties to create or assume any obligation on behalf of the other Party.

12. <u>Force Majeure.</u> Neither Party shall be liable for any failure to perform its obligations as required by this Agreement (other than obligations to make monetary payments) to the extent such failure to perform is caused by any reason beyond such Party's reasonable control, including, without limitation, any of the following: labor disturbances or disputes of any kind, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

13. <u>Insurance.</u> District shall procure and maintain for the term of this Agreement general liability insurance with a combined personal injury, bodily injury (including death) and property damage limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such coverage shall act as primary insurance and no coverage of Yale shall be called upon to contribute to a loss. District will notify Yale of any significant change thirty (30) days prior to each such change.

14. <u>Responsibility.</u> District shall be fully responsible for its own negligent acts or omissions and the negligent acts or omissions of its and Authorized School(s)' employees, contractors, agents and/or representatives, to the extent allowed by law. District represents and warrants that it will comply with all applicable laws, rules and regulations, it has full power and authority to enter into and perform its obligations under this Agreement, and the person who has executed this Agreement on behalf of District has the authority to bind District.

15. <u>NO WARRANTIES.</u> DISTRICT EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES, PLATFORM, AND TRAINING MATERIALS IS AT THE SOLE RISK OF DISTRICT AND AUTHORIZED SCHOOL(S). THE PLATFORM AND TRAINING MATERIALS ARE PROVIDED "AS IS" AND YALE MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE USE OR RESULTS OF THE SERVICES, PLATFORM, AND/OR TRAINING MATERIALS; OR THE ACCURACY, COMPLETENESS, PERFORMANCE, OWNERSHIP, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE FOREGOING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY YALE OR A YALE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO DISTRICT.

16. <u>Limitation of Liability.</u> Neither Party shall be liable for any indirect, special, incidental, punitive, or consequential damages (including, without limitation, damages for lost profits or business) suffered by the other Party or any others resulting from use of the Services, Platform, and/or Training Materials, even if advised of the possibility of such damages. In no event shall Yale's total liability to District and Authorized School(s) for all damages, losses, and causes of action (whether in contract, tort including negligence or otherwise) exceed the amount paid by District hereunder.

17. <u>Assignment.</u> Neither Party shall assign, transfer, or delegate this Agreement to any other person or entity, without the prior written consent of the other Party, and any purported assignment without such consent is null and void.

18. <u>Severability.</u> In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement that can be given effect without the invalid provision, and all such remaining provisions shall continue in full force and effect.

19. <u>Entire Agreement; Amendments.</u> This Agreement, together with Exhibits A and B attached hereto, which are fully incorporated herein and made a part hereof, constitutes the entire agreement between the Parties and supersedes all previous agreements, oral or written, between them with respect to its subject matter. No amendments or modifications to this Agreement shall be effective unless made in writing and signed by an authorized signatory of each Party.

20. <u>No Third-Party Beneficiaries.</u> Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.

21. <u>Controlling Law.</u> This Agreement and its terms and conditions shall be governed by the laws of the State of Connecticut and it shall be interpreted in accordance with Connecticut law without regard to its conflicts of law provisions.

22. <u>Similar Services.</u> Nothing in this Agreement shall be construed to limit the freedom of Yale or its personnel from engaging in or contracting for the provision of similar services with any other parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers or representatives.

DISTRICT Angela Bik Signature: _

YALE UNIVERSITY Signature:

Printed Name: Angela Bik

Title: Interim Director of Curriculum

Date: 10/15/2021

Printed Name: Arnim Dontes

Title: Deputy Dean, YSM Finance and Administration

Date: 11/30/21

Read and acknowledged by: YALE CENTER FOR EMOTIONAL INTELLIGENCE

Signature:

Printed Name: Dr. Marc Brackett

Title: Director, Yale Center for Emotional Intelligence

Professor, Yale Child Study Center

EXHIBIT A

SCOPE OF WORK

Component	Description
RULER Online	Access to the RULER Online platform over the course of the contract year for all authorized faculty and staff from your district. The platform includes curricular resources, modules, tools and a resource library.
Newsletters	RULER newsletters give schools and districts the opportunity to stay connected to our research and recommended resources to support ongoing RULER implementation at your school. Quarterly newsletters will keep the RULER Implementation Teams informed with the latest SEL news.
Classroom Implementation Webinar	Webinars will be offered throughout the contract year for authorized members of the RULER Implementation Team at your district. They will address elementary, middle, and high school topics. Staff will work remotely with leaders and implementation teams to provide overall guidance and support in the RULER implementation process.
Coaching	Virtual group coaching sessions will be provided to schools over the course of the contract year. RULER staff will work with implementation teams to model anchor tools, debrief the RULER implementation process, and provide overall guidance and support.

EXHIBIT B

AUTHORIZED SCHOOLS

Essex Elementary School Manchester Essex Memorial Middle School Manchester Memorial Elementary School Manchester-Essex Regional High School

PROPOSED EXAMPLE BUDGET

The estimated costs below can be customized to meet the learning experience based on interest and need. Upon approval a final agreement with programming selections will be sent for your signature.

Service	Cost
90 Day program for Executive Leadership Collaborative (ELC) for Superintendent / Assistant Superintendent	
Collaboratively develop a pre-alignment strategy	L.
 Leadership Edge Cultural Competence Assessment (Individual Equity Vision Development Plan) (EVDP) 	
Developing district cultural competence action plan	
Crisis Coaching for District Diversity Disruptions	
Review of Key Communications & Strategy Documents	
Ongoing consultation as needed	6,500.
Leadership Team Development A half-day session for the leadership team	5,500.
A half-day session for the leadership team	
Developing site Cultural Competence Plan (facilitated)	4,200.
Faculty/Staff District Options ~ per discipline/grade level/building	
The House That Hope Built, Bringing Cultural Competence to Life in the Classroom (educator check-in included) cost per school	2,700.
Full-Day Staff event (or 2 half-day sessions with two different grade configurations Pk-6 and 7-12	
• •	6,500.
Total = \$25,000. + House the Hope option if selected (2,700. Per school)	

Additional Service Options

Faculty/Staff District Options ~ per discipline/grade level/building			
Culture GO (3 sessions) cost per school	2,500.		
Virtual Office hours (2 monthly)	1,000.		
Racial Habit Building Challenge (3) study group meetings can be offered multiple times throughout the year	4,500.		
Emotional Intelligence Lab monthly, cost per month	500.		
Total Cost			

Signature

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August 26, 2021

Signature Anoth Runs Date: 8-30.21 Components + Xnuliun Xc De determed Annugh consultant B



MERSD Leadership Team Building Capacity to Support Change

Michael L. Eatman, M. Ed. , CDP

September 30, 2021



Concepts and Definitions

The following is a list of working definitions for this report. It is not intended to offset any definitions currently being used in the MERSD School community. We know that cultural diversity terminology can be challenging for everyone to agree on, so MERSD can change the terms to suit its own needs to the extent necessary.

African American refers to United States citizens who are descendents of black slaves from Africa.

Asian American refers to United States citizens who are descendents of people from Asia.

Culture refers to all the ways in which a group of people <u>perceive themselves</u> as set apart by a unique set of norms, laws, and taboos that govern behavior.

Cultural Competence refers to the ability to successfully negotiate cross cultural differences in order to accomplish practical goals.

Diversity refers to all of the ways in which human beings perceive themselves as belonging to distinct groups based on cultural differences.

Ethnicity refers to the <u>observable cultural practices</u> that make a group of people distinct from other groups (e.g., food, attire, music, etc.).

Gay commonly refers to a male or female whose sexual orientation is attraction to persons of the same sex.

Historically Excluded Group (HEG) refers to the term used instead of minority group. The goal is to avoid the controversy concerning the use of minority. Any group that has been historically disenfranchised is deserving of the label. In this way, the term is more inclusive than race, gender, ability differences, gender orientation, etc.

Historically Included Group (HIG) is the term used to refer to the members of the group that have been the majority in numbers and social, economic, and decision-making power within an organization.

Latinx/Latino/Latina /Hispanic American refers to a person of Latin-American or Spanish-speaking descent. The term "Latino" was officially adopted in 1997 by the United States Government in the ethnonym "Hispanic or Latino", which replaced the single term "Hispanic": "Because regional usage of the terms differs – Hispanic is commonly used in the eastern portion of the United States, whereas Latino is commonly used in the western portion.



Lesbian refers to a term most widely used in the English language to describe sexual and romantic desire between females.

Multiracial refers to people with ancestors of more than one race.

Native American refers to the entirety of the indigenous peoples of the American continents.

Race refers to classification of humans into large and distinct populations or groups on the basis of factors such as heritable phenotypic characteristics or geographic ancestry, but also often influenced by and correlated with traits such as appearance, culture, ethnicity, and socio-economic status. Over history, the definition of race has changed to suit the current functions and uses of classifying people for social, economic, and political purposes.

Transgender refers to the state of one's "gender identity" (self-identification as woman, man, neither or both) not matching one's "assigned sex" (identification by others as male, female or intersex based on physical/genetic sex). "Transgender" does not imply any specific form of sexual orientation.



MERSD Leadership Team Session Workbook

Collaboration Guides

How can we work together to reach our goals?

Guideline to be brave



Got Goals?

Visioning the needs/challenges/ and opportunities ahead, what is my main goal?

Feelings about this goal?

Notes

EQ Learning Philosophy

Notes

EQ Reflections

"Keys" from Session

Tools, insights, questions, models, practices you could apply to use EQ as a school leader

EQ for Self	EQ for Relationships	EQ for Leadership

Definitions

Thoughts, Feelings, Actions, Questions	

Stereotypes

Racial/Ethnic group	Stereotype	Which have you said? Place a check mark	What do you need to be aware of?

Notes

Tension and Complexity

In the space below jot down some of the tensions and complexities you have seen, sensed or have faced as a community leader in an area of diversity.

Self	Relationships	Leadership
What EQ Competencies can suppo	prt you?	
EQ for sef	EQ for Relationships	EQ for Leadership

Awareness	Attitude	Knowledge	Skills	Practices
What dynamics am I conscious of in this situation?	How do I feel? How do my beliefs and values impact what I see	What <u>facts</u> do I know? What <u>procedures</u> do I know or understand?	How am I translating my knowledge into skills that would help?	How can I enhance educational practices? What will I commit to?

Notes			

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Stakeholder groups - Who do we serve?

Operations - What needs to happen on a day-to-day basis?

Competencies - What are the necessary skills

Cultural Competence - How and why cultural competency supports that strategy?

Notes con't

"Keys" from session

Tools, insights, questions, models, practices you could apply to use EQ as a school leader

EQ for Self	EQ for Relationships	EQ for Leadership

'Get in good trouble, necessary trouble': Rep. John Lewis



What do I need to be aware

What are my options

What will I commit to?

Cultural Competence



Awareness	Attitude	Knowledge	Skills	Practices
What dynamics am I conscious of in this situation?	How do I feel? How do my beliefs and values impact what I see	What <u>facts</u> do I know? What <u>procedures</u> do I know or understand?	How am I translating my knowledge into skills that would help?	How can I enhance educational practices? What will I commit to?
Example: You notice that a person whose linguistic diversity is interpreted as not being very smart	Example: This person is in wrong learning environment I had to grow through learning differences growing - i worked hard	Example: Fact: If cultural assets are validated teachers and learners can reach their full capacity	Example: To develop the competence around an equality of respect for the knowledge and experience that everyone contributes	Example: Creating communities of learners that enables all members to offer contributions from their lived experience: i.e. learning circle

The Six Seconds EQ Model

This model of EQ-in-Action begins with **three important pursuits:** to become more aware (noticing what you do), more intentional (doing what you mean), and more purposeful (doing it for a reason).

Know Yourself

Clearly seeing what you feel and do. Emotions are data, and these competencies allow you to accurately collect that information.

Choose Yourself

Doing what you mean to do. Instead of reacting "on autopilot," these competencies allow you to proactively respond.

Give Yourself

Doing it for a reason. These competencies help you put your vision and mission into action so you lead on purpose and with full integrity.



Know Yourself gives you the "what" – when you Know Yourself, you know your strengths and challenges, you know what you are doing, what you want, and what to change.

Choose Yourself provides the "**how**" – it shows you how to take action, how to influence yourself and others, how to "operationalize" these concepts.

Give Yourself delivers the "**why**" – when you Give Yourself you are clear and full of energy so you stay focused why to respond a certain way, why to move in a new direction, and why others should come on board.

Within each of these three pursuits are specific competencies measured by the SEI. The competencies are shown on the next page. For more details, please see <u>www.6seconds.org/emotional-intelligence</u> and <u>6sec.org/eq</u>



The Six Seconds EQ Model:

Pursuit	Competency	Definition
Know Yourself	Enhance Emotional Literacy	Accurately identifying and interpreting both simple and compound feelings.
	Recognize Patterns	Acknowledging frequently recurring reactions and behaviors.
Choose Yourself	Apply Consequential Thinking	Evaluating the costs and benefits of your choices.
	Navigate Emotions	Assessing, harnessing, and transforming emotions as a strategic resource.
	Engage Intrinsic Motivation	Gaining energy from personal values & commitments vs. being driven by external forces.
	Exercise Optimism	Taking a proactive perspective of hope and possibility.
Give Yourself	Increase Empathy	Connecting with and appropriately responding to emotions.
	Pursue Noble Goals	Connecting your daily choices with your overarching sense of purpose.