Type of Contract: Service Agreement V1, V2 or V3

# WAKE COUNTY PUBLIC SCHOOL SYSTEM Contract Routing Form 1950

Fiscal Year (FY):	2-2023			
Person to Contact :	Crystal Lewis	4-0537/cle Phone/Email: <u>s.net</u>	ewis3@wcps	
Name of Contract:	and Student Servio	ldren Software Service Agreement_C ces	Counseling	
If Change Order - (An	\$0.00 nount +/-):	Total Contract Amoun	ıt:	\$467,675.20
Board Action: (Requ	ired at \$100,000) X	Yes No Board Meeting Date:	9/20/2022	
Budget Code:	60.192.311.0349.08	320.000 and 08.5830.305.411.0349.	0820.000	
Items of Special Note:	192 to purchase	permission for the district to use Second Step software for bullying PI is included in the contract doo	prevention SE	

To be completed by the School or Department <u>required</u> for all contracts \$2,500 and up INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:

	Initsal	Date	DS	Comments
Fiscal Administrator (\$2,500 and up and all MOAs)		9/6/2022	SB	9/7/2022
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	MP 	9/7/2022		
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)	PK	9/7/2022		
Superintendent/Chief Officer (\$100,000+ and All MOAs)	EM	9/7/2022		

## To be completed by the Administrative Services required for all contracts \$2,500 and up

	Initial	Date	Comments
Risk Management (Insurance Review)	ALBS ALBS	9/7/2022	
Finance Officer		9/7/2022	
Chief Business Officer (Required $\geq$ \$100,000)		9/8/2022	
School Board Attorney			
(As required by the Chief Officer or Superintendent)			

Non-standard contract certification - "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a

Finance Officer	

Date





							PURC	HASE ORDER
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		KALEIGH,	NC 27010-4143					Page 1 of 2
INVO	-	ACCOUNTIN	NTY PUBLIC SCH IG DEPARTMENT G ROAD, Suite 29 7518	•			<b>MENT TERMS</b> Net 30 O REVISION 0	CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.
то	TO COMMITTEE FOR CHILDREN 2815 SECOND AVE STE 400 SEATTLE, WA 98121					SHIP TO		nd Student Services , 110 Corning Road 18

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
07-SEP-22	Destination	Prepaid	Rich, Christy, crich2@wcpss.net
			919-588-3453 EXT. 83453

WCPSS Deliver To Only: Pettiford, Doctor Marrius Lymar

Counsel/Student Srv (PAUL KOH)

LINE	WCPSS	WCPSS ACCOUNT CODE	QTY	UOM	UNIT	AMOUNT
	ITEM NO	ITEM DESCRIPTION			PRICE	

1		03.5860.192.311.0349.0820.000 904101 - SECOND STEP GRADE K-8 - 1YR LICENSE - MULTI-SITE PRICING 166 @ \$1880.01/EA	312096.6	Dollar	1.00	312,096.60
2		08.5830.305.411.0349.0820.000 200099 - GRADES K-5 BULLYING PREVENTION UNIT NOTEBOOKS 122 @ \$1016.10/EA IFB #251-23-143 QUOTE #5030795 CUSTOMER ID #10118775	123964.2	Dollar	1.00	123,964.20
3	1110111111	03.5860.192.311.0349.0820.000 TAX, SALES - THIS PURCHASE ORDER HAS A TAX ENCUMBRANCE OF ONLY 4.75%. YOUR INVOICE SHOULD REFLECT NC SALES AND USE TAX OF 7.25%.	14824.59	Each	1.00	14,824.59
4	1110111111	08.5830.305.411.0349.0820.000 TAX, SALES - THIS PURCHASE ORDER HAS A TAX ENCUMBRANCE OF ONLY 4.75%. YOUR INVOICE SHOULD REFLECT NC SALES AND USE TAX OF 7.25%.	5888.3	Each	1.00	5,888.30

PRE-AUDIT CERTIFICATE

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

March B. Maitan FINANCE OFFICER

\* WAKE COUNTY PUBLIC SCHOOL SYSTEM \* \* IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC \* \* SALES TAX WHEN INVOICING. \*

Had. Wallace

VENDOR COPY

# DocuSign Envelope ID: ACDD9CE2-649B-478C-B234-8D6822AE838A

- ACCEPTANCE Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order. By accepting this purchase order, the vendor grants to the purchaser the right to audit vendor's books and records and to make any copies and extracts of any books or records related to the performance of this contract.
- PRICES Invoices cannot exceed the net total of this order with the exception of sales tax. Sales tax must be invoiced by the vendor. Sales tax is applicable on all orders and the vendor is required to collect and remit to the N.C. Department of Revenue.
- 3. PRICE INCREASES All requests for price increases or additional shipping charges must be approved by the Purchasing Department prior to shipment. Send request to Purchasing Department, Wake County Public School System, 1551 Rock Quarry Road, Raleigh, N.C. 27610-4145, or Phone (919) 588-3444, or Fax (919) 856-8107.
- 4. DELIVERY Each shipment must be plainly labeled with the Purchase Order Number and delivered to the address and marked to the attention of the individual or department indicated on the face of this order. A complete packing list must accompany each shipment with any cancellation/back orders indicated.
- 5. **REJECTED MATERIALS** Substitute items which are rejected will be returned to the vendor at the vendor's risk and expense.
- 6. INVOICES Mail, deliver or email all invoices to Accounting Department, Wake County Public School System, 111 Corning Rd, Suite 250, Cary, N.C. 27518. Phone (919) 694-0312. Email: <u>acctspay@wcpss.net</u>. Invoices must show our Purchase Order Number. Invoices will not be paid prior to receipt of items ordered. Adequate and reasonable descriptions and/or written documentation are required for all invoices. All invoices must be in U.S. Dollars.
- 7. CANCELLATION Wake County Public School System reserves the right to cancel this order in whole or in part at any time by written or telephone notice effective upon receipt by vendor. Any item on this order not received within 61 days from the date of the order, will automatically be cancelled.
- 8. ASSIGNMENT This Purchase Order may not be assigned by the vendor in whole or in part without prior approval from Wake County Public School System's Purchasing Department.
- 9. FREIGHT Freight charges and cash discounts are indicated on the face of this Purchase Order.
- **10. LEGAL** It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State or Local laws relative thereto. Also, the vendor shall defend actions or claims brought and save harmless Wake County Public School System or its officials or employees from loss, cost, or damage by reason of actual or alleged violation.
- 11. COMPLIANCE WITH E-VERIFY Provider shall comply with all applicable laws and regulations in providing services under this contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
- 12. COMPLIANCE WITH AFFORDABLE CARE ACT Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
- **13. IRAN DIVESTMENT ACT** Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.

Vendor is specifically reminded that state law and board policy prohibit vendors from giving gifts or favors to school system employees in any way involved in the contracting process.

		UNTY PUBLIC SC CE2-649B-478C-B23			PUR	CHASE ORDER
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		10 27010-4145				Page 2 of 2
INVOICE	ACCOUNTIN	NTY PUBLIC SCH IG DEPARTMENT G ROAD, Suite 2 7518			PAYMENT TERMS Net 30 PO REVISION 0	CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.
281	MMITTEE FOF 5 SECOND A\ ATTLE, WA 98	/E STE 400				and Student Services I, 110 Corning Road 518
D	ATE	FOB	FREIGHT TERMS	FO	R QUESTIONS REGAR	DING THIS ORDER CONTACT

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
07-SEP-22	Destination	Prepaid	Rich, Christy, crich2@wcpss.net
			919-588-3453 EXT. 83453

WCPSS Deliver To Only: Pettiford, Doctor Marrius Lymar

Counsel/Student Srv (PAUL KOH)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
			Net Total:			456,773.69

**PRE-AUDIT CERTIFICATE** THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

March B. White

FINANCE OFFICER

\* WAKE COUNTY PUBLIC SCHOOL SYSTEM \* \* IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC \* \* SALES TAX WHEN INVOICING. \*

Had Wallace

VENDOR COPY

# DocuSign Envelope ID: ACDD9CE2-649B-478C-B234-8D6822AE838A

- ACCEPTANCE Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order. By accepting this purchase order, the vendor grants to the purchaser the right to audit vendor's books and records and to make any copies and extracts of any books or records related to the performance of this contract.
- PRICES Invoices cannot exceed the net total of this order with the exception of sales tax. Sales tax must be invoiced by the vendor. Sales tax is applicable on all orders and the vendor is required to collect and remit to the N.C. Department of Revenue.
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	RALEIG	H, NC 27610-4145				Р	Page 1 of 1		
	INVOICE TO WAKE COUNTY PUBLIC SCHOOL SYSTEM ACCOUNTING DEPARTMENT 111 CORNING ROAD, Suite 250 CARY, NC 27518				PAYMENT <sup>-</sup> Net 3 PO REVIS 0	C	STOCK NUM ON ALL PA SHIPPI CORRESPI SLIPS MUS SHIPMENT BILLING	JRCHASE ORDER AND IBERS MUST APPEAR CKAGES, INVOICES, NG PAPERS AND ONDENCE. PACKING ST ACCOMPANY ALL S. CONDITIONS AND INSTRUCTIONS ON REVERSE.	
TO COMMITTEE FOR CHILDREN 2815 SECOND AVE STE 400 SEATTLE, WA 98121					Cros		d Student Se 110 Corning 3		
	DATE	FOB	FREIGHT TERMS	FO	R QUESTIONS				
	07-SEP-22	Destination	Prepaid				h2@wcpss.n	et	
WCPSS Deliver To Only:       Pettiford, Doctor Marrius Lymar       Pettiford, Doctor Marrius Lymar       Counsel/Student Srv (PAUL KOH)				AUL KOH)					
LINE	WCPSS ITEM NO		S ACCOUNT CODE I DESCRIPTION		QTY	UOM	UNIT PRICE	AMOUNT	
1					312096.6	Dollar	1.00		
2		08.5830.305.411.0349.0820.000 200099 - GRADES K-5 BULLYING PREVENTION UNIT NOTEBOOKS 122 @ \$1016.10/EA IFB #251-23-143 QUOTE #5030795 CUSTOMER ID #10118775			123964.2	Dollar	1.00		
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4	1110111111	TAX, SALES - THIS TAX ENCUMBRAN	1.0349.0820.000 8 PURCHASE ORDER HA CE OF ONLY 4.75%. YOU REFLECT NC SALES AN 6.	UR	5888.3	Each	1.00		

PARTIAL 

FINAL

DATE

MATERIAL RECEIVING REPORT



2815 Second Avenue, Suite 400 Seattle, WA 98121-3207 USA 800-634-4449 FAX: 206-343-1445 orders@cfchildren.org

	Quote
Quote #	5030795
Date	9/1/2022
Customer ID	10118775

Bill To	Ship To
Counseling and Student Services Crossroads II 111 Corning Road Cary NC 27518 United States	Rebecca Atkins Counseling and Student Services Crossroads II 111 Corning Road Cary NC 27518 United States

Requested By	Ship To		Setup Admin		E	ntered By	
Rebecca Atki	ns Rebecca Atkins		Name: Rebe Email: <u>ratkins</u>	cca Atkins s@wcpss.net	F	orrest Walter	
Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
904101	Second Step Grades K-8, Multi-Site Pricing, 1-Year Licenses		9/1/2022	9/1/2023	166	\$2,089.00	\$346,774.00
200099	Grades K-5 Bullying Prevention Unit Notebooks				122	\$1,129.00	\$137,738.00

TOTAL	\$467,675.20
Sales Tax* (%)	\$31,614.40
Shipping & Handling	\$0.00
Discount	(\$48,451.20)
Subtotal	\$484,512.00

Please remit in US Funds.

Make check payable to: Committee for Children

\*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Client Memo: K-8 Renewal Sites x166 (SUB ID 80019988 and 80014209) K-8 New Sites x3, BPU Bundles x122 SUPPLEMENTAL MATERIALS TO SOFTWARE

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <u>https://secondstep.org/license-agreements</u>

Prices valid for 30 days from quote date.

Please Include quote ID:5030795 on your order to guarantee pricing.



**Counseling and Student Services** 

Service Agreement/Contract

**Justification/Negotiation Statement** 

Requestor's Name: Marrius Pettiford, Ph.D.

Vendor's Name: Committee for Children

Date: September 1, 2022

#### Justification (why services are required):

WCPSS has been using Second Step Curriculum for over ten years. Second Step is the K-8 Social Emotional Learning Curriculum that is used by trained teachers and student services staff (counselors). Second Step is an effective socioemotional learning (SEL) curriculum that supports bullying prevention. The curriculum should be research-based, teacherinformed, and classroom-tested to promote the social-emotional development, safety, and well-being of children from Pre-K through Grade 8 with the potential to expand to grades 9-12. The curriculum should be easy to teach, with little to no training required for school counselors or classroom teachers.

#### Scope of Services (what is being provided and measurable outcomes):

The program is modern, mainly web-based, and responsive to the current needs of students and educators. The product must be endorsed by organizations, like the Collaborative for Academic, Social, and Emotional Learning (CASEL) and the Department of Education. Committee for Children will provide access to the Second Step Software for teachers and counselors in all WCPSS K-8 schools for the 2022-2023 school year. In addition, WCPSS staff will have paper-based materials for bullying prevention.

# Negotiation (Price/terms negotiated; if bid or quote for services is not the lowest of the three quotes or submitted bids please justify):

The contract was put out for bid for school year 2022-2023 as IFB #251-23-143 and awarded as one-year with two additional one-year options to renew. The three-year license cost is \$986,344.57 with the first-year cost at \$467,675.20. This agreement covers Year 1 only using ESSER federal funding with a possible renewal for Year 2. Year 3 will require an alternative funding source.

#### WAKE COUNTY PUBLIC SCHOOL SYSTEM

This contract (the "Contract") is made and entered into this 1st day of October 2022, between the Wake County Board of Education (the "School System"), 5625 Dillard Drive, Cary, NC 27518, and Committee for Children (the "Provider"), 2815 Second Ave., Suite 400, Seattle, WA 98121-3207.

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

- 1. <u>Obligations and Representations of Parties</u>. Provider hereby agrees to provide the following services to the School System: EXHIBIT A IFB #251-232-143 at designated times and sites as specifically requested and authorized by the School System. The work will be completed in a manner acceptable to the School System and in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference. All agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services. The parties acknowledge that the Wake County Board of Education has authorized the Superintendent or designee to enter into service contracts involving expenditures of up to \$100,000. The parties further acknowledge that the School System may perform all or part of its obligations pursuant to this Contract through the Superintendent or designee.
- 2. <u>Compensation</u>. The School System hereby agrees to compensate Provider in the amount (not to exceed) \$467,675.20 in year 1 of 3; once all services have been rendered in accordance with the terms of this Contract. Provider shall provide School System with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s).
- 3. <u>Contract Funding</u>. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
- 4. <u>Term</u>. The services described in this Contract will be provided from October 1, 2022, through September 30, 2025, unless sooner terminated as herein provided.
- 5. <u>Termination for Convenience</u>. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System, be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will provide a prorated payment for all services performed as of the date of termination.
- 6. <u>Termination for Default.</u> At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
- 7. Insurance. Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. The Wake County Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.
- 8. <u>Taxes</u>. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
- 9. <u>Monitoring and Auditing</u>. Provider shall maintain, during the entirety of this Contract term, including any extensions, and for three (3) years thereafter, receipts, records, and/or documents to support the following: the cost of materials

purchased for Projects completed under this Contract by the Provider or its subcontractor; the number of labor hours billed by the Provider's employees and its subcontractors; the sales tax paid by the Provider and its subcontractors for materials; and the names and contact information for all of Provider's employees or subcontractors who performed work under this Contract. Provider must be able to provide this supporting documentation to the School System upon request during the Contract term, including any extensions, and within three (3) years thereafter. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract.

- 10. <u>Confidentiality of Student Information</u>. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this Contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies and in accordance with Attachment A: Wake County Board of Education Data Confidentiality and Security Agreement for Service Providers. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent, or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
- Lunsford Act/Criminal Background Check. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone 11. required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at http://www.nsopw.gov/. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the school system to perform a criminal background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a

threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

- 12. <u>Indemnification</u>. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
- 13. <u>Relationship of Parties</u>. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
- 14. <u>Applicable Laws</u>. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. North Carolina law will govern the interpretation and construction of the Contract. Provider shall comply with the Affordable Care Act and accompanying IRS and Treasury Department regulations.
- 15. <u>Provider's Representations</u>. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

Provider is duly qualified to do business in North Carolina. If Provider is a business entity that is not registered in North Carolina, prior to beginning the services described by this Contract, Provider shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Provider is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

- 16. <u>Anti-Nepotism</u>. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Wake County Board of Education or of any principal or central office staff administrator employed by the Wake County Board of Education. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of the Wake County Public School System. Unless formally waived by the Wake County Board of Education, the existence of a family relationship covered by this Contract is grounds for immediate termination by Owner without further financial liability to Provider.
- 17. <u>Applicable Wake County Board of Education Policies</u>. Provider acknowledges that the Wake County Board of Education has adopted policies governing its relationship with vendors and conduct on School System property and agrees to abide by any and all relevant WCPSS policies during the term of the contract and while on School System property. WCPSS's Provider related polices can be viewed at <u>https://www.wcpss.net/Page/45862</u> and are incorporated into this Contract by reference.
- 18. <u>Data Confidentiality and Security Agreement for Services Providers</u>. The Provider will comply with the terms and conditions in Attachment A.
- 19. <u>Uniform Guidance</u>. The Provider will comply with the terms and Conditions in Attachment B.
- 20. Entire Agreement. This Contract may be amended only by written amendments duly executed by and between the

School System and Provider. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

- 21. <u>Counterparts and Execution</u>. This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. The Parties agree that scanned, faxed, and/or electronically transmitted copies of this Contract will have the same validity and force as an original, and that scanned, faxed, or electronic signatures shall be deemed original signatures for purposes of this Contract and given the same legal effect as original signatures.
- 22. <u>Authority to Enter Contract</u>. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

#### WAKE COUNTY BOARD OF EDUCATION

## COMMITTEE FOR CHILDREN

Ms. Lindsay Mahaffey Board Chair

Authorized Signature

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a).

---- DocuSigned by:

Mark B. Winters 9/7/2022

Finance Officer

Date

# Attachment A

# Wake County Board of Education Data Confidentiality and Security Agreement for Service Providers

<u>Committee for Children</u> ("Provider") hereby agrees to the terms of this Data Confidentiality and Security Agreement ("Security Agreement") for the purpose of sharing confidential student or employee information between Wake County Board of Education ("THE SCHOOL SYSTEM") and Provider in a manner consistent with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and its implementing regulations at 34 CFR part 99; the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h and its implementing regulations at 34 CFR part 98; the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506 and its implementing regulations at 16 CFR part 312; N.C. Gen. Stat. §§ 115C-401.1 and 115C-402; THE SCHOOL SYSTEM Board Policies 4700 Student Records and 4705/7825 Confidentiality of Personal Identifying Information and their accompanying regulations and procedures; and other applicable laws and policies, as applicable.

- 1. Purpose. THE SCHOOL SYSTEM is a local education agency that maintains student educational records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and its implementing regulations at 34 CFR part 99; N.C. Gen. Stat. §§ 115C-401.1 and 115C-402; THE SCHOOL SYSTEM Board Policies 4700 Student Records and 4705/7825 Confidentiality of Personal Identifying Information; and other applicable law. Provider is requesting access to certain student data maintained by THE SCHOOL SYSTEM for the purpose of providing educational services and/or instructional technology products to THE SCHOOL SYSTEM, as described herein. The purpose of this Security Agreement is to set forth the terms and conditions upon which Provider may be granted access to such student data in order to ensure that the student data is used and stored appropriately and in compliance with all applicable federal, state, and local laws, regulations, and policies.
- 2. Student or Employee Records and Information. Provider acknowledges that any data shared and released to Provider by THE SCHOOL SYSTEM (the "Shared Data") is for the sole purpose of providing educational services to enhance, supplement, and improve instruction for students within THE SCHOOL SYSTEM or providing employee related services. The Shared Data is defined as any data or information shared with Provider pursuant to this Agreement, including but not limited to any de-identified data, aggregated data sets, personally identifiable information (PII) about students or employees, and other student or employee information, including, but not limited to, student or employee data, metadata, and user content. The Shared Data will be used by Provider for the sole purpose of <u>Social Emotional Learning Curriculum</u>, and for improving services under this Agreement. The parties agree that the Shared Data and all rights to the Shared Data, including all intellectual property rights, shall remain the exclusive property of THE SCHOOL SYSTEM, and that Provider has a limited, nonexclusive, license solely for the purpose of performing its obligations as outlined in this Agreement.
- 3. Compliance with Applicable Laws, Policies, and Procedures. To become or remain a recipient of the Shared Data, Provider agrees to comply with the provisions of FERPA, PPRA, COPPA, and all other applicable laws and regulations in all respects. For purposes of this Security Agreement, FERPA includes 20 U.S.C. 1232g, Chapter 99 of Title 34 of the Code of Federal Regulations, and any Wake County Board of Education policies and procedures implementing these federal laws. PPRA includes 20 U.S.C 1232h, Chapter 98 of Title 34 of the Code of Federal Regulations, and Wake County Board of Education policies implementing these federal laws. PPRA includes 20 U.S.C 1232h, Chapter 98 of Title 34 of the Code of Federal Regulations, and any state law and Wake County Board of Education policies implementing these federal laws. COPPA includes 5 U.S.C. 6501-6505, Chapter 312 of Title 16 of the Code of Federal Regulations, and any state law and Wake County Board of Education policies implementing these federal laws. Nothing in this Security Agreement may be construed to allow Provider to maintain, use, or disclose any Shared Data in a manner inconsistent with any applicable law, regulation, or policy.
- 4. Authorized Use of Shared Data. All services provided by Provider shall at all times be limited to institutional functions of THE SCHOOL SYSTEM that could otherwise be provided by a school official and which THE SCHOOL SYSTEM is "outsourcing" to Provider pursuant to 34 CFR 99.31(a)(1)(B). Provider agrees to use the Shared Data for no other purpose other than those identified in Paragraph 2 of this Agreement. Provider understands that the Security Agreement does not convey ownership of Shared Data to Provider. Provider specifically acknowledges that Provider's marketing activities are not an authorized use of the Shared Data.

- 5. Procedures for the Maintenance and Security of Shared Data. While in the possession, custody, or control of Provider, all Shared Data shall be stored in a secure environment with access limited to the least number of staff needed to complete the work requested by THE SCHOOL SYSTEM. Provider shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted data received from, or on behalf of, THE SCHOOL SYSTEM. Such measures shall include processes for transmission and storage of such data.
  - a. Provider agrees that it will protect the Shared Data against loss, destruction, and unauthorized uses or disclosures according to industry best practices and no less rigorously than it protects its own confidential information. Specifically, Provider agrees that all student records and PII obtained in the course of providing services to THE SCHOOL SYSTEM shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and Wake County Board of Education policies, including but not limited to the laws and policies described in Paragraph 3 of this Security Agreement.
  - b. For the purposes of ensuring Provider 's compliance with this Security Agreement and all applicable state and federal laws, Provider shall designate one or more individuals as the primary data custodian(s) of the data that THE SCHOOL SYSTEM shares with Provider and shall notify THE SCHOOL SYSTEM of the name(s) and title(s) of such individual(s) prior to any data being shared. THE SCHOOL SYSTEM will release all data and information for this project to the named primary data custodian(s). The primary data custodian(s) shall ensure that the project shall be conducted in a manner that does not permit personal identification of THE SCHOOL SYSTEM students by anyone other than representatives of Provider who need such information for the purposes described in Paragraphs 1 and 2 of this Security Agreement. The primary data custodian(s) shall also be responsible for maintaining a log of all data received pursuant to this Security Agreement and ensuring the timely destruction or return of the Shared Data as required by this Security Agreement.
  - c. Provider shall use industry best practices to protect THE SCHOOL SYSTEM data from unauthorized physical and electronic access no less rigorously than it protects its own confidential information. All THE SCHOOL SYSTEM data shall be kept in a secure location preventing access by unauthorized individuals. Provider shall not forward to any person or entity other than THE SCHOOL SYSTEM any student record or PII, including, but not limited to, the student's identity, without the advance written consent of THE SCHOOL SYSTEM. Provider agrees to handle any and all Shared Data using appropriate access control and security, including password-protection and encryption in transport and electronic storage, and periodic auditing of data at rest. Data subject to FERPA shall not be emailed in plain text or used for marketing campaigns. Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
  - d. Provider will maintain an access log delineating the date, time, and identity of any person or entity given access to any Shared Data student records who is not in the direct employ of Provider. No such access shall be granted except in strict compliance with the terms and conditions of this Agreement and applicable law.

#### 6. Prohibition on Unauthorized Use or Disclosure of Shared Data.

- a. Provider agrees to hold all Shared Data in strict confidence. Provider shall not use or disclose such data received from or on behalf of THE SCHOOL SYSTEM except as authorized in writing by THE SCHOOL SYSTEM or as required by law. Provider agrees not disclose any data obtained from THE SCHOOL SYSTEM in a manner that could identify any individual student to any other entity, attempt to infer or deduce the identity of any individual student based on data provided by THE SCHOOL SYSTEM, or claim to have identified or deduced the identity of any student based on data provided by THE SCHOOL SYSTEM.
- b. Provider is prohibited from mining Shared Data for any purposes other than those agreed to in advance writing by THE SCHOOL SYSTEM. Data mining or scanning of user content for the purpose of advertising and/or marketing to students or their parents is strictly prohibited.

- c. In no event will Provider use any of the Shared Data for its own commercial marketing or advertising purposes, or for the commercial marketing or advertising purposes of any third-party. Provider will not use any Shared Data to advertise or market to THE SCHOOL SYSTEM students or their parents.
- d. In the event of any unauthorized use or disclosure, Provider shall report the incident to THE SCHOOL SYSTEM no less than one (1) business day after Provider learns of such use or disclosure. Such report shall identify:
  - i. The nature of the unauthorized use or disclosure,
  - ii. The data used or disclosed,
  - iii. Who made the unauthorized use or received the unauthorized disclosure,
  - iv. What Provider has done or shall do to mitigate the effects of the unauthorized use or disclosure, and
  - v. What corrective action Provider has taken or shall take to prevent future similar unauthorized use or disclosure.

Provider shall also provide such other information related to the unauthorized use or disclosure that may be reasonably requested by THE SCHOOL SYSTEM. THE SCHOOL SYSTEM also may require that Provider provide a written notice of the breach or disclosure, as well as a description of the corrective actions taken, to any THE SCHOOL SYSTEM student, parent, or employee directly impacted by the breach or disclosure. Any such notice shall be subject to review and approval by THE SCHOOL SYSTEM.

- e. Provider may use de-identified, aggregated Shared Data for product development and research purposes only as specifically authorized and consented to in advance in writing by THE SCHOOL SYSTEM. Any such de-identified data will have all direct and indirect personal identifiers removed, including, but not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Provider agrees not to attempt to re-identify any de-identified data and not to transfer de-identified data to any other party without THE SCHOOL SYSTEM express written consent.
- f. Provider will not release any research or publications pertaining to THE SCHOOL SYSTEM's data without THE SCHOOL SYSTEM's advance written consent.
- 7. Employees, Contractors, and Agents. Provider may share any of the Shared Data with any of its subcontractors only with the advance written permission of THE SCHOOL SYSTEM. Any such request from Provider shall be in writing and shall identity the person(s) or entities to whom disclosures will be made and the purposes of the disclosures. Should THE SCHOOL SYSTEM, in its sole discretion, approve any such request, Provider shall ensure that each approved subcontractor is contractually bound to adhere to all of the terms of this Security Agreement with respect to its possession and use of any Shared Data and is aware of its obligations under applicable law with regard to the possession, use and re-disclosure of any PII. Any such agreement between Provider and its subcontractor(s) shall be subject to review and approval by THE SCHOOL SYSTEM before any Shared Data is disclosed to the subcontractor(s). Nothing in this paragraph shall relieve Provider of any its obligations under this Agreement, including its responsibilities to ensure the security of any Shared Data provided by THE SCHOOL SYSTEM pursuant to this Agreement.
- 8. Monitoring and Auditing. Any Shared Data held by Provider will be made available to THE SCHOOL SYSTEM for review and inspection upon request of THE SCHOOL SYSTEM. Provider shall cooperate with THE SCHOOL SYSTEM or with any other person or agency as directed by THE SCHOOL SYSTEM, in monitoring, auditing, or investigating activities related to Provider's use and safeguarding of the Shared Data, including but not limited to allowing inspection of the data logs described in Paragraph 5.b and 5.d of this Agreement. THE SCHOOL SYSTEM and its auditors will maintain the confidentiality of any trade secrets of Provider that may be accessed during an audit conducted under this Security Agreement.
- 9. Term; Post-Termination. This Security Agreement takes effect upon the date of full execution and continues in full force and effect for so long as Recipient has possession, custody, or control of any of the Shared Data. Upon the termination of the subscription to the instructional system provided by Provider and/or any other contract, purchase order, agreement or terms of service between THE SCHOOL SYSTEM and Provider, all Shared Data shall, at THE SCHOOL SYSTEM' sole option, be destroyed or returned to THE SCHOOL SYSTEM. No other entity, including any subcontractors of Provider, shall be authorized to continue possessing or using any Shared

Data. Any data remaining on any computers, servers, or other technological devices of Provider or its employees, agents, or subcontractors, shall be permanently deleted.

#### 10. Breach and Default; Indemnification; Remedies.

- a. In the event of a material data or security breach, or, if THE SCHOOL SYSTEM determines, in its sole discretion, that student information has been mishandled or disclosed in a manner inconsistent with this Security Agreement, THE SCHOOL SYSTEM may demand the immediate return or destruction of any and all of the Shared Data.
- b. Provider shall fully indemnify and hold harmless the Wake County Board of Education and its past, current and future members, agents, and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from any material data breach of this Security Agreement or any unauthorized use or disclosure of the Shared Data by Provider or it's subcontractor(s). This section shall survive the expiration or earlier termination of this Security Agreement.
- c. Nothing in this Agreement shall restrict THE SCHOOL SYSTEM from seeking any other rights or remedies to which it may be entitled at law or equity.
- **11. No Right or Entitlement to Student Data**. This Security Agreement sets out the terms and conditions, under which THE SCHOOL SYSTEM may, in its sole discretion, provide Shared Data to Recipient. Nothing in this Security Agreement creates any right, title, or interest in Recipient to receive any such information.

# ATTACHMENT B

# **UNIFORM GUIDANCE**

The Contractor is notified that this project will be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

#### **Remedies for Breach**

When federal funds are expended by Wake County Board of Education (the School System), the School System reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

#### Termination for cause and for convenience by the School System

When federal funds are expended by the School System, the School System reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The School System also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the School System believes, in its sole discretion that it is in the best interest of the School System as of the termination date if the contract is terminated for convenience of the School System. Any award under this procurement process is not exclusive and the School System reserves the right to purchase goods and services from other vendors when it is in the best interest of the School System.

#### Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by the School System on a contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

During the term of an award for all contracts and subgrants for construction or repair, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. the School System will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. the School System will report all suspected or reported violations to the Federal awarding agency.

#### Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every

mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Compliance

The Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **Debarment and Suspension**

Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

#### Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

When federal funds are expended by the School System for an award exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by the School System resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

#### **Compliance with Solid Waste Disposal Act**

In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

#### Prohibition on certain telecommunications and video surveillance services or equipment

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this contract shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

#### **Domestic Preference**

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

#### **Records Retention Requirements**

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **Certification of Non-Collusion Statement**

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

#### **Prohibition on Gifts**

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the contract and may result in ineligibility for future contract awards.

Exhibit A

# Wake County Public School System IFB #251-23-143 Socio-Emotional Learning (SEL) Curriculum

Due: August 22, 2022



2815 2<sup>nd</sup> Avenue, Suite 400 Seattle, Washington 98121-3207

Phone: (800) 634-4449 x1 / (206) 343-1223 Fax: (206) 343-1445 <u>cfchildren.org</u> | secondstep.org



Second Step Social-Emotional Learning Curricula

WAKE COUNTY PUBLIC SCHOOL SYSTEM	Invitation for Bid # 251-23-143
1551 Rock Quarry Rd – Bldg. F	Proposals will be publicly opened: August 22, 2022 @2:00 PM ET
Raleigh, NC 27610	Contract Type: Open Market
<b>Refer <u>ALL</u> Inquiries to:</b> Petra Gooding Telephone No: 919-588-3456	Commodity: SOCIO-EMOTIONAL LEARNING (SEL) CURRICULUM
E-Mail: bids-pgooding@wcpss.net	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM

# NOTICE TO BIDDERS

Bids are subject to rejection unless submitted on this form. Failure to submit a bid in accordance with the instructions throughout this document shall constitute just cause to reject bid. See below for bid/proposal submitting instructions. Bids submitted via facsimile (FAX) machine or email in response to this Invitation for Bids <u>will not</u> be acceptable.

## **EXECUTION**

In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. Vendors are subject to immediate disqualification at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- · Any efforts to dissuade or discourage other vendors from submitting proposals
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER: Committee for Children		FEDERAL ID OR SOCIAL SECURITY NO. 91-1188127		
STREET ADDRESS:		P.O. BOX:	ZIP:	
2815 Second Ave, Suite 400,		98121		
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO	
Seattle, WA 98121	206-343-1223	(800) 634-449 ext 1		
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT F	FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:		
Andrea Lovanhill, Chief Executive Officer		206-343-1445		
AUTHORIZED SIGNATURE:	DATE: 08/15/22	E-MAIL: rfps@cfchildren.	org	

Offer valid for 45 days from date of bid opening unless otherwise stated here: \_\_\_\_ days Prompt Payment Discount: \_\_\_\_ days.

**1 |** Page

Attachment: A

## VENDOR INFORMATION SHEET

Company Name (include dba): Committee for Children Phone number: 800-634-4449 ext 1 Fax: 206-343-1445 E-mail: rfps@cfchildren.org Contact: Forrest Walter				
Contact: Forrest Walter Corporate Office Address: 2815 Second Ave, Suite 400, Seattle, WA 98121				
Wake County Office Address (if different from Corporate): <u>N/A</u>				
Web Address: www.secondstep.org; www.cfchildren.org				
Length of time in business: <u>42 years</u> Number of permanent employees: <u>250</u>				
DOT #:(if applicable) MC License #:(if applicable)				
Insurance Contact: Shaneeka Tulloch Phone: 800-634-4449 ext 1				

The Wake County Public School System reserves the right to reject or disqualify any and all vendors, waive informalities and irregularities in the bid process, and to accept vendors, which are considered to be in the best interest of the School System.

#### MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION

Pursuant to WCPSS Board of Education policy and NC General Statutes, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Parties are required to complete the following information when submitting their response to this request:

Check all that apply:

- □ Minority Owned Business
- Woman Owned Business
- □ Small Business Enterprise

Yes, I certify that that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.

No, my company has not yet received HUB or MWBE certification but meet the above criteria.

No, my company is not a minority, woman, or small business enterprise.

Vendor Signature: Anuter Transachill

Date: 08/15/22

Print Name: Andrea Lovanhill, Chief Executive Officer

Issue Date 5/21/2022

#### Non Profit Insurance Program

#### **Certificate of Coverage**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED	PROPERTY
Committee for Children	American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
2815 Second Avenue, Suite 400	Trinceton Excess and Surplus Lines insurance company
Seattle, WA 98121	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,00	00 SIR PAYABLE FROM PR	OGRAM FUNDS)		ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,00	00 SIR PAYABLE FROM PR	OGRAM FUNDS)		ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	\$1,000,000
				FLOOD PER OCC	\$1,000,000
(PROPERTY IS SUBJECT TO A \$250	,000 SIR PAYABLE FROM I	PROGRAM FUNDS	3)	ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL	LIABILITY				
	N1-A3-RL-0000060-13	6/1/2022	6/1/2023	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,0	00 SIR PAYABLE FROM PR	OGRAM FUNDS)		ANNUAL POOL AGGREGATE	\$40,000,000
DESCRIPTION OF OPERATIONS / LO					

Regarding proposal for purchase of products, Wake County Board of Education, its agents, employees and Board members are named as Additional Insured regarding this proposal only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and non-contributory. Miscellaneous Professional Liability is included in the NPIP policy with a limit of \$5,000,000. Sexual Abuse and Molestation is included in the policy with a limit of \$2,000,000. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Wake County Board of Education 5625 Dillard Drive Cary, NC 27518	Quen Um



#### AMERICAN ALTERNATIVE INSURANCE COMPANY

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION (GENERAL LIABILITY)

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number	Endorsement Effective
N1-A2-RL-0000013-13	6/1/2022

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

#### This endorsement modifies insurance provided under the following:

#### GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional Insured): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Wake County Board of Education 5625 Dillard Drive Cary, NC 27518

Regarding proposal for purchase of products, Wake County Board of Education, its agents, employees and Board members are named as Additional Insured regarding this proposal only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and non-contributory. Miscellaneous Professional Liability is included in the NPIP policy with a limit of \$5,000,000. Sexual Abuse and Molestation is included in the policy with a limit of \$2,000,000. Cyber Security and Privacy Liability is included in the policy with a limit of \$1,000,000. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury**, **Property Damage**, or **Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In performance of your ongoing operations; or
  - 2. In connection with your premises owned or rented to you.
- B. The Limits of Insurance applicable to the additional Insured are those specified in either the:
  - 1. Written contract or written agreement; or
  - 2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

# Wake County Public School System IFB #251-23-143 – Socio-Emotional Learning (SEL) Curriculum



Permanent Main Office Address: 2815 2<sup>nd</sup> Avenue, Suite 400 Seattle, Washington 98121-3207

Phone: (800) 634-4449 x1 / (206) 343-1223 Fax: (206) 343-1445 <u>cfchildren.org</u> | <u>secondstep.org</u>



# Second Step

Social-Emotional Learning (SEL) Curriculum

# **Primary Contact:**

Forrest Walter Senior Education Partnerships Manager (800) 634-4449 x 6488 | (206) 438-6488 <u>fwalter@cfchildren.org</u>

Signature:

Name and Title: Andrea Lovanhill, Executive Director

Date:

Wake County Public School System IFB #251-23-143 – Socio-Emotional Learning (SEL) Curriculum



Permanent Main Office Address: 2815 2<sup>nd</sup> Avenue, Suite 400 Seattle, Washington 98121-3207

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Second Step Social-Emotional Learning (SEL) Curriculum

Primary Contact: Forrest Walter Senior Education Partnerships Manager (800) 634-4449 x 6488 | (206) 438-6488 <u>fwalter@cfchildren.org</u>

Signature: Ander Korachiel

Name and Title: Andrea Lovanhill, Executive Director

Date: 08/15/22

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# **Descriptive Literature/Certification**

# Vendor Profile

Committee for Children is a global 501(c)(3) nonprofit headquartered in Seattle, WA, focused on and dedicated to fostering the safety, well-being, and success of children for over 40 years. As the world's largest provider of research-based, social-emotional learning (SEL) curricula, and programs in- and out-of-school that prevent bullying and sexual abuse, Committee for Children is helping to create a just and peaceful world where children are thriving. Each year, Committee for Children's Second Step® family of programs reach 24.4 million students across 43,000 schools, and in more than 70 countries worldwide. This work is supported by the ~250 staff members dedicated to creating effective programs and meeting student and district needs, many of whom are former educators with a shared commitment to the mission and vision of Committee for Children.

# Vendor Experience

Committee for Children has long-term partnerships and wide-spread program implementation experience with schools and districts across the U.S., including large urban public school districts such as Los Angeles Unified School District as well as Chicago Public Schools. We have worked with LAUSD and Chicago Public Schools for close to two decades, serving diverse student needs and providing robust support for onboarding and program implementation over time. Committee for Children also has longterm partnerships with several other exceptionally large districts such as Hillsborough County and Orange County school districts in Florida. These districts range in size from 1,000 schools and 600,000 students to 200 schools with 205,000 students.

# **Technical Approach**

# Alignment with Wake County Public School System's Scope of Work

Second Step programs offer strong alignment with the needs outlined in Wake County Public School System's Scope of Work. Specifically, Second Step K-8 digital curricula are:

- Research-based and CASEL-aligned
- Developmentally appropriate, stand-alone programs
- Classroom tested and easy for counselors and classroom teachers to use
- Web-based with no software installation needed
- Responsive to bullying prevention with a curriculum focus in the Middle School program (a separate kit-based program for grades K-5 is also available and detailed on page 21)
- Responsive to the needs of teachers and counselors with embedded program training
- Promote the social-emotional development, safety and well-being of students grades K-8

- Accessible to all school staff in the building with a schoolwide license structure
- Straightforward in program administration, with a school contact (Site Administrator) that can be designated by a District Administrator (Setup Administrator)

Committee for Children has extensive experience providing stand-alone social-emotional learning curricula to districts and schools of all sizes, both around the country and the world. As a seasoned, respected provider of SEL curricula, working with Committee for Children offers:

- Demonstrated success with implementation and support across large, urban districts
- Dedicated team members that understand the District's unique needs
- Customized implementation planning
- Ongoing implementation, training, and technical support at no additional cost

More details about these features of Second Step programs and the robust implementation, training, and support offered by Committee for Children is outlined below.

#### **Experience and CASEL Alignment**

Committee for Children has maintained multi-decade relationships with some of the largest districts in the country, as well as strong partnerships with other large, urban, and diverse districts, each with their own unique needs. As a result of our intensive experience, we understand the importance of the necessary planning, implementation, and ongoing technical and user support in order for a curriculum to be fully successful for students, counselors, classroom teachers, district leadership, and families. With our first social-emotional learning program introduced in 1985 we are now the largest provider of research-based social-emotional learning programs with almost four decades of experience.

Second Step programs are CASEL-aligned, designed to increase SEL competencies and positive outcomes in students and school staff, and are easy to teach, requiring little to no training for counselors of classroom teachers. Our CASEL + Second Step alignment chart reflects the recent updates to the CASEL framework in 2020 that adds emphasis on key settings outside of school and transformative SEL. Second Step programs have received endorsements from CASEL. Second Step<sup>®</sup> Elementary Digital is based on Second Step Elementary Classroom Kits, which are rated by CASEL as a SELect program: <u>Second Step Elementary - CASEL Program Guide</u>. Second Step<sup>®</sup> Middle School is based on the Second Step Middle School (2008) program, rated a CASEL SELect program: <u>Second Step</u>: <u>Middle School Curriculum - CASEL</u> <u>Program Guide</u>. CASEL and additional alignment charts for both programs can be found on our Alignments page: <u>Alignment Charts | Second Step</u>.

## Second Step<sup>®</sup> Digital Programs License Structure

Second Step K-8 digital programs include Second Step<sup>®</sup> Elementary Digital (K-5), and digital Second Step<sup>®</sup> Middle School (6-8). These programs offer modern, web-based curricula that are designed around the needs of students, counselors, and classroom teachers. Second Step digital programs are available as a schoolwide license, accessible for all classroom teachers and counselors within the school. Each 1-year, 3-year, or 5-year license aligns to a single school and provides all content for an unlimited number of staff in the building. Second Step Elementary Digital and digital Second Step Middle School are

offered as a convenient K-8 license for any configuration of grades K-8 on a campus. For ease of program use, a District Administrator can assign a contact (Site Administrator) for each school license.

## Potential to Expand to Grades 9-12

Committee for Children is currently researching and developing a social-emotional learning (SEL) program for high school students. Today, our Second Step<sup>®</sup> family of programs includes curricula for Early Learning–Grade 8, as well as a program for adults. Now we're exploring the most effective way to support students' social-emotional development during their high school years.

# **Embedded Professional Development, Implementation Management, and Ongoing Support**

Counselors and Classroom teachers receive scaffolded support through included program training, access to on-going technical support, and embedded resources for teaching the curriculum and meeting unique students' needs, including lesson-scripting, lesson plans, and lesson presentations; an online dashboard for digital programs; student handouts; *Prep and Extend* and *Advisory Activities*; lesson media; classroom management and teaching strategies, and more. A full outline of included resources is included with the description of each Second Step program detailed in this bid response, pages 15-21.

In addition to Committee for Children's proven track record of providing impactful social-emotional learning curricula, we couple our programs with customized project management lead by dedicated and experienced staff that is included in the cost of the program. We offer collaborative implementation planning with ongoing, knowledgeable post-onboarding support. Dedicated Education Partnerships team members will work with Wake County Public School System leadership, including a Senior Education Partnerships Manager and Regional Manager, who are supported by the Director of Education Partnerships and the Education Partnerships Development Manager. Combined, these staff members bring over 22 years of experience with Committee for Children and Second Step programs, strengthened with previous experience in teaching, after school programs, client management, and sales support for global companies.

Further, a dedicated Success Manager and additional support staff are available for ongoing implementation, technical, and user support.

## **Embedded Professional Development**

Professional development is integrated into Second Step programs year over year, 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 <u>www.secondstep.org</u>. Training is addressed in two ways:

1) An included, fully comprehensive set of training and implementation resources within the program, and

 A customized train-the-trainer and program user training work plan, created in consultation with dedicated Committee for Children team member, Forrest Walter, Senior Education Partnerships Manager, as part of Wake County Public School System's unique implementation plan

#### Ease and Flexibility

The programs are designed for ease of use, enabling counselors and classroom teachers 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) supplemental material available on secondstep.org
  - Mind Yeti (mindfulness practices for Elementary students)
  - Advisory Activities (Middle School)

Districts and schools that use the Bullying Prevention Unit have additional material that can be used to customize lessons in the classroom.

#### Training, Community, and Reflection

Counselors and classroom teachers have access to:

- Training webinars on a variety of topics, such as Executive Functioning, Engaging Families, and Program Implementation
- Two Second Step® Facebook groups, actively supported by a tenured staff member
- The *Grow Kinder* podcast, featuring education thought leaders discussing ways that socialemotional learning can address current challenges

#### **Creating Space for Student and Teacher Connection**

Second Step curricula are counselor and classroom teacher-led and use interactive lesson content and Performance Tasks to ensure that students and staff remain connected throughout the program. Counselors and classroom teachers 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.

#### **Implementation Plan**

Committee for Children's Implementation Plan with Wake County Public School System has three phases that address the full scope of needs for effectively teaching Second Step programs in the classroom. 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 and oversee the rollout of program training. Finally, staff will facilitate the District's use of Second Step in the classroom, and maintain strong technical and teaching support. Phase 1: Implementation Planning and Technical Integration

**Phase 2**: Program Training

Phase 3: Classroom Use and Ongoing Support

Below is a sample outline for implementation and training for Wake County Public School System:

Phase	Timeframe	Duration	Function
1	Upon Award	1 hour	Kick-off Meeting with District Leaders
1	September	1.5 hours	Second Step Program Orientation for District Leaders
1	September	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
1	September	1 hour	Training Plan Meeting: Customized Plan for Implementation
			Leads and Educators
2	Fall	1 hour	Train-the-Trainer Sessions + Training Webinars
			Principal/SEL Implementation Lead Webinars
			Program Users
2	<b>5</b> U	4.1	
2	Fall	1 hour	Open Office Hours for District Leads
2	Fall	1 hour	Cross-department Implementation Meeting
			(ex. Elementary and Secondary District Leads)
2	Fall	1 hour	Follow-up License Administration Support and Integration
			Meeting if needed
3	Winter	1 hour	Office Hours for District Leads
3	Winter	1 hour	Follow-up Cross-department Implementation Meeting (ex.
			Elementary and Secondary District Leads), if needed
3	Winter	0.5 hour	14-Day Usage Plan Check-in
3	Winter	0.5 hour	Monthly Usage Check-ins, and as requested going forward
3	Monthly	1 hour	Open Office Hours for District Leads
		each	Webinar Trainings

#### Deliverables

Project deliverables include:

- Second Step<sup>®</sup> curricula for students K-8
- Comprehensive Implementation Plan
- District Leadership, Site Leader, and User Training
- Program Usage Assessment
- Ongoing Technical Support
- Asynchronous professional development resources

### **Included Implementation Guides and Supports**

**Program Roll-Out Decision Guide:** A rubric for leadership to assess what implementation and program(s) are the best fit for district and school needs.

#### Implementation Snapshot: Online

Implementation Snapshots and videos in the Principal Toolkit break down implementation tasks and goals chronologically by season and by role within the school community.

**SEL Leadership Team Checklist:** Also available in the Principal Toolkit, this checklist helps school leadership monitor the progress and completion of their most important implementation tasks throughout the year.



**Staff Overview Presentation:** This presentation helps orient school staff to the components, expectations, and goals of the Second Step program and is customizable to each district's needs, including varying levels of program familiarity.

#### **Program Training:**

- 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

#### District Level Training and Support:

- 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

#### Additional Support:

- Implementation Support: Resources for bringing Second Step programs into schools and classrooms
- Bullying Prevention resources <u>Captain</u> <u>Compassion</u>
- Child Protection resources at <u>HotChocolateTalk.org</u>
- Anti-racism and Antibias Resource webpage and alignment with Learning for Justice to address diversity, equity, and inclusion

#### **Ongoing Support**

Our Client Success and Support Team maintains the integrity of Committee for Children's mission by offering exceptional program user experiences. With an impressive breadth and depth of experience in customer service and classroom instruction, our team delivers solutions. Success Managers work directly with school building teams to proactively plan, provide kick-off training orientations,

principal support, and check-in on progress throughout the school year to be sure everyone feels supported and successful. Committee for Children's 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.

# **Second Step® Program Features**

### **Research-Based**

Our research-based Second Step K-8 digital programs are grounded in our evidence-based Elementary (K-5) and Middle School (6-8) curricula. For the Elementary Digital (K-5) program, our Research Summary and Review of Research contain a full discussion of the studies behind the content and structure of the curriculum. Further below is a discussion of the evidence-base for the Elementary Classroom Kit (K-5) program, on which the new digital program is based.

Second Step Elementary Digital (K-5) Research Summary I Second Step Elementary Digital (K-5) Review of Research

#### Second Step<sup>®</sup> 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 (4<sup>th</sup> 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 socialemotional skills, signaling a need to extend social-emotional learning through the summer.

#### Second Step<sup>®</sup> Middle School Digital (6-8)

The digital Second Step Middle School curriculum is based on, and aligned to, the original print version of the program, and has been updated with best practices from current research findings. An overview of the research that guides the content and structure of this program can be found in our <u>Review of Research</u>. Details about the foundational, evidence-based program are outlined below.

#### 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 had better relationships with both students and peers, there were fewer disciplinary problems, and students felt a greater sense of belonging and connectedness.

#### Second Step<sup>®</sup> Bullying Prevention Unit (K-5)

For over 40 years, Committee for Children has developed curricula, training, and other resources for educators to create safe learning environments. Our tradition of creating these high-quality Second Step® programs that work well across a wide variety of educational settings began with Committee for Children's focus on protecting children from abuse. Today, our research-based Bullying Prevent Unit curriculum been used by Districts since 2015.

- Second Step<sup>®</sup> Bullying Prevention Unit (K-5) is based on best practices according to current, reliable research in the field. Learn more in the <u>Bullying Prevention Unit Research Summary</u>.
- Read our white paper: Effective Bullying Prevention Begins with SEL.

#### **Developmentally Appropriate**

Second Step<sup>®</sup> 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 social-emotional competencies over time. Specifically, our 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. Find more on the detailed <u>K-8</u> digital programs Scope and Sequence.

#### Meets Diverse Student Learning Needs

In consideration of diverse learning needs, Second Step Elementary Digital and digital Second Step Middle School are designed as Tier 1 universal classroom-based programs, with some schools also using 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 order to improve video accessibility, Committee for Children has added extended audio descriptions and transcripts to all lesson videos for Second Step Elementary Digital and Second Step Middle School for the 2022-23 school year.

Additionally, the Second Step family of programs is a complement to many other frameworks that support students at every tier such as <u>MTSS/PBIS</u>, <u>Trauma-Informed Practices</u>, <u>Restorative Practices</u>; all alignment information can be found at: <u>www.secondstep.org/alignment-charts</u>.

#### Meets the Needs of a Diverse Student Body

Second Step K-8 digital programs present a broad range of diversity in the stories, images, and media that we have created for the program, and have no religious orientation. 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.

Second Step curricula are created by Committee for Children instructional designers on our Product Teams, whose work is informed by our Research Team, field-testing in the classroom, user feedback,

and Advisory Groups. Members of our Product and Research Teams are frequently Masters and PhD level professionals, with backgrounds primarily in the education, design, and/or equity and accessibility.

Second Step<sup>®</sup> 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:

- Elevating school connectedness and belonging
- Cultivating a sense of community

Committee for Children understands the benefits of language inclusivity to make the life skills lessons of social-emotional learning accessible to students and families of all different backgrounds. Second Step Elementary Digital lesson plans, student handouts, posters, and presentations are available in Spanish, and program media is dubbed in Spanish. Family communications are also available in Spanish. All lesson materials for Units 1-3 are now available in Spanish in digital Second Step Middle School. This includes lesson presentations, lesson media, lesson plans, and student handouts. Spanish-language lesson materials for Unit 4 will be available by Fall 2022.

Additionally, family communications (Program Overview, Open House materials, and weekly Family Letters) are also available in Arabic, Chinese-simplified and traditional, Haitian-Creole, Hmong, Korean, Russian, Somali, Tagalog, and Vietnamese. These languages, combined with Spanish and English, represent the eleven most common languages spoken in the United States.

#### Materials and Resources to Support School and Family Connections

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 each program description, *Engaging Families* sections below, 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<sup>™</sup>, our free podcast created to help kids and families tackle the big feelings that come with growing up; Captain Compassion<sup>®</sup> Comics, our antibullying superhero that addresses the challenging topic of bullying in an accessible way; Hot Chocolate Talk<sup>®</sup> Campaign, to help parents talk to their children about sexual abuse; and <u>ParenTeenConnect.org</u> helps parents talk with their children about common adolescent issues such as independence, screen time, responsibility and communication.

#### **Bullying Prevention**

Second Step Middle School digital's *Unit 2: Recognizing Bullying and Harassment*, teaches students tools to recognize and respond safely to both in-person and online bullying. 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.

The Second Step Bullying Prevention Unit (K-5) includes award-winning lesson videos (CINE Golden Eagle Award 2014; The Telly Awards Bronze Winner 2014) that are available to stream or play from a DVD. With the help of acclaimed author Trudy Ludwig, engaging live action and animated videos are woven into every lesson. The program is described more fully on page 21.



In addition to the Second Step Bullying Prevention Unit,

Committee for Children also provides a free comic series about bullying prevention called Captain Compassion<sup>®</sup>, featuring an anti-bullying superhero who addresses the challenging topic of bullying in an accessible way. This <u>bullying prevention informational webpage</u> also features videos and other resources for parents to learn about bullying prevention and what to do if their child witnesses bullying, was bullied, or was bullying.

### **Formative Assessment and Reflection Activities**

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<sup>®</sup> Elementary Digital includes *Prep & Extend* resources as part of the embedded Program Supports, helping educators link social-emotional learning and Second Step lessons to other parts of the school day. Within the *Using Skills Everyday* section, educators will find activities that use the Anticipate, Reinforce, Reflect process. These activities help students identify when they might use a skill (Anticipate), provide educators ways to Reinforce students' skills (Notice, Model, Remind), and offer ways that educators can guide students' reflection on SEL competencies they're learning (Reflect). Second Step Elementary Digital and digital Second Step Middle School each offer Performance Tasks at the end of each Unit, enabling educators to assess student progress in both summative and formative ways.

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: <a href="http://www.secondstep.org/student-assessment">www.secondstep.org/student-assessment</a>. 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.

### **Monthly Usage Reports**

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 Clever for teacher/administrator logins. Our programs do not collect student data of any kind.

### **Overview of Second Step® Programs**

Detailed in this section is information about the content and structure of digital Second Step<sup>®</sup> programs, outlining their alignment with the requirements outlined in Wake County Public School System's IFB for Socio-Emotional Learning (SEL) Curriculum.

### Second Step<sup>®</sup> 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), Second Step Elementary Digital (released in March 2021) and digital Second Step Middle School (updated 2020) 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 include 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.

#### **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 <u>Elementary (K-5)</u>, <u>Middle</u> <u>School</u> and ASCA Mindsets and Behaviors.

These Second Step programs are offered as a convenient K-8 Schoolwide Subscription for 1-year, 3years, 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.

### Second Step<sup>®</sup> Elementary Digital (K-5)

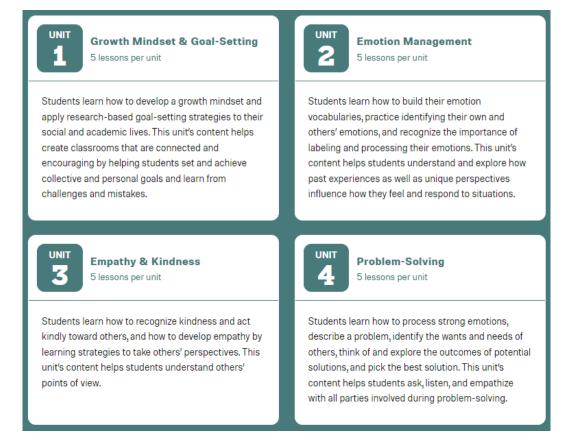
Second Step<sup>®</sup> Elementary Digital is a modern, web-based program that includes original, up-to-date content, and engaging media. The program is grounded in research from developmental psychology, pedagogical best practices, and principles of instructional design to help ensure the skills and 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	Once per week	7-10 minutes daily	Performance Tasks
5 Lessons in each	K-Gr 1: 15-20 min	Brain Builders;	close each unit with
20 Lessons total	Gr 2-3: 20-25 min	Prep and Extend Activities;	student skills practice
	Gr 4-5: 25-30 min	Extension Activities (Fall 2022);	
		Mind Yeti mindfulness sessions	

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 in each unit is a *Performance Task*, which requires students to apply and demonstrate what they have learned.



### **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.

My Dashboard	<b>1</b> es 6-8	
Second Step <sup>®</sup> Elementary Digital Program • CREATE A CLASS		
My Classes		
GRADE Second-Grade Squirrels 4/22 Lessons Complete	Program Training Start Training	

Responding to Challenging Behaviors				
When students are struggling to follow the class rules, it can be difficult to know the right thing to do, especially when you're trying to model social-emotional skills. Follow these steps to respond appropriately:				
<ul> <li>Gel Fockel, In important to final ratio to that you can regred the standard hallware in a suggestion any. Obvious in a membran insinger membrane insinger hall work in the standard membrane insinger hall work in the standard membrane insinger hall work in the standard hall hall be a second of the hallware in the standard hallware any can use default in the hallware insign the standard hall hall be a second of the hallware insign the standard hall hall be a second of the hallware insign the standard hall hall be a second of the hallware insign the standard hall hall hall hall hall hall hall hal</li></ul>				
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behavior through a supportive frame purishing students for their behavior. Corrective Frame This student is a problem.	ather than a corrective frame can help you respond appropriately and avoid Marning or Supportive Freme What is this student expenses in their Me? What is this student trying to say with their behavior?			

- 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 socialemotional 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.

	Evaluate, Monitor, and Reinforce
2	Evaluate Your Progress Evaluation of a data of particular operation of Source 2014 Terrenzy exchanges
A	Monitor Your School's Implementation terrorisection freeway representation (pole activity of white subgroup activity resolution) materials
	Reinforce Skills 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

#### Sample Lessons



Second Step Elementary Digital sample lessons, scope and sequence, review of research, and more at www.secondstep.org/elementary-school-curriculum-digital-program

### Second Step<sup>®</sup> Middle School (6-8)

Released in 2017 and updated for fall 2021, the <u>research-based</u> Second Step<sup>®</sup> 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 program 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 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	Performance Tasks close each unit with student skills practice

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.

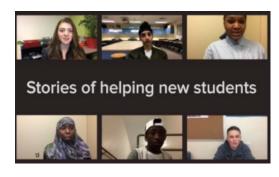
#### **Key Lesson Features**

#### **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 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, <u>ParenTeenConnect.org</u>, 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<sup>®</sup> 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

#### Sample Lessons

**Second Step® Middle School** sample lessons, program scope and sequence, review of research, and much more can be found at <u>www.secondstep.org/middle-school-curriculum</u>

### **Complementary Program for Second Step® Elementary Digital (K-5)**

#### **Bullying Prevention Unit (K-5)**

The Second Step Bullying Prevention Unit is a research-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 <a href="http://www.secondstep.org/bullying-prevention">http://www.secondstep.org/bullying-prevention</a>



### **Customer References**

References for Second Step<sup>®</sup> programs and the services offered by Committee for Children are listed below. Please note that we do not release the cost of a project with a district. Of course, Wake County Public School System is welcome to inquire about all aspects of a district's partnership with Committee for Children and their use of Second Step curricula.

### Hillsborough County School District, Florida

#### Scope of Project

Districtwide implementation of Second Step Elementary Digital (K-5) for all elementary schools, with the majority of middle schools utilizing digital Second Step Middle School using the combined Second Step K-8 Digital license subscription. The District purchased one set of Bullying Prevention Unit kits for all 125 K-5 school sites. The District previously used Second Step Elementary (K-5) classroom kits.

First Recorded Sale: 7/22/2011

Furthest License Expiration Date: 7/31/2026 Contact Person: Elizabeth Tanner, Emotional Wellness Supervisor Email: <u>elizabeth.tanner@hcps.net</u> Phone Number: 813- 273-7192

#### Atlanta Public Schools, Georgia

#### Scope of Project

Districtwide implementation of Second Step K-8 Digital, with 50 licenses across the District . Atlanta Public Schools also use the Bullying Prevention Units and Child Protection Units through a Georgia grant. First Recorded Sale: 8/2/2013 Furthest License Expiration Date: 8/30/2026 Contact Person: Rose Prejean-Harris, Director of SEL Email: rose.prejean@atlanta.k12.ga.us Phone Number: 405-802-1656

#### Winston-Salem/Forsyth County Schools, North Carolina

#### **Scope of Project**

Districtwide elementary implementation with Second Step Elementary Digital (K-5) at all 45 elementary schools this year after a successful pilot at 20 elementary schools last year. The District has also been utilizing Second Step Elementary (K-5) classroom kits and Second Step Early Learning (PreK) classroom kits for years.

First Recorded Sale: 8/2/2013 Furthest License Expiration Date: 7/31/2023 Contact Person: LaTrayl Adams, Director of SEL Email: Inadams@wsfcs.k12.nc.us Phone Number: 336-727-2816

### **Delivery**

Second Step<sup>®</sup> programs are available within 3-10 days of purchase.

### **Warranty**

If you are not completely satisfied, we accept returns or exchanges of items in resale condition up to ninety (90) days from the invoice date for a refund of the purchase price (not including shipping and handling). For individual or schoolwide one-, three-, and five-year Second Step K-8 Digital subscriptions, we accept cancellations up to ninety (90) days from the invoice date for a refund of the purchase price.

### Addendum Acknowledgement

Addendum #1, released on August 17, 2022, was received and reviewed by Committee for Children as part of the official bid package for Wake County Public School System IFB #251-23-143 – Socio-Emotional Learning (SEL) Curriculum.

### **Trial Program Access**

Committee for Children's Second Step K-8 digital curricula licenses include access to Second Step Elementary Digital (K-5) and digital Second Step Middle School (6-8). Our programs function with a user log-in; we have sent a trial license to you for your review and consideration, to the email <u>bids-pgooding@wcpss.net</u>, for Petra Gooding, per the IFB. We can set up access for additional email addresses if needed, to ensure you are able to do a full review of our programs.

If the trial access 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 see access once you go to your 'Dashboard.' If you would like to share this license amongst other stakeholders in the district, you can 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-Whatdoes-that-mean-. If any additional assistance is needed, please reach out to ensure that all individuals reviewing materials have the access they require.

### **Price Proposal**

### Second Step<sup>®</sup> K-8 Digital Programs

As a convenience to elementary and middle schools, the Second Step Elementary Digital and the digital Second Step Middle School programs are purchased as a K-8 schoolwide license. 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.

There are recurring costs for license renewals at the end of the license subscription, but no recurring cost for kits (Second Step Bullying Prevention Unit). License renewals follow the same prices as those outlined in this chart.

#### Discounts

Committee for Children offers a 10% discount on orders of \$10,000 or more. Bundled pricing may be available when combining programs in a single purchase.

#### Second Step<sup>®</sup> Bullying Prevention Unit

Kits are available for purchase as a bundled kit and by classroom. To the right is a snapshot of pricing options for Second Step Bullying Prevention Unit materials. Our complete Second Step Price List can be found <u>here</u>.

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	\$5,939	\$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

#### Second Step<sup>®</sup> Bullying Prevention Unit (BPU)

200099	Grades K, 1, 2, 3, 4, and 5 BPU lesson notebooks and staff training bundle	(save \$125)	\$1129
200000	Kindergarten BPU lesson notebook and staff train	ning	\$209
200001	Grade 1 BPU lesson notebook and staff training		\$209
200002	Grade 2 BPU lesson notebook and staff training		\$209
200003	Grade 3 BPU lesson notebook and staff training		\$209
200004	Grade 4 BPU lesson notebook and staff training		\$209
200005	Grade 5 BPU lesson notebook and staff training		\$209
206000	Grades K-5 BPU poster set (2 posters)		\$17
202010	Spanish Kindergarten BPU lesson DVD		\$28
202011	Spanish Grade 1 BPU lesson DVD		\$28
202012	Spanish Grade 2 BPU lesson DVD		\$28
202013	Spanish Grade 3 BPU lesson DVD		\$28

1-Year License		3-Year License*	
122 Bullying Prevention Unit Bundles	\$137,738.00	122 Bullying Prevention Unit Bundles	\$137,738.00
166 Second Step K-8 Digital 1-year License Subscriptions	\$346,774.00	166 Second Step K-8 Digital 3-year License Subscriptions	\$884,116.00
Subtotal	\$484,512.00	Subtotal	\$1,021,854.00
10% Volume Discount	(\$48,451.20)	10% Volume Discount	(\$102,185.40)
Shipping & Handling	\$0.00	Shipping & Handling	\$0.00
Sales Tax	\$31,614.40	Sales Tax	\$66,675.97
Grand Total	\$467,675.20	Grand Total	\$986,344.57

#### **Two Fee Options for Full Adoption**

\*Multi-year license subscription payments are made as a single purchase at the beginning of/prior to the license subscription term.

Help -



Programs -

Learn More 🔻

Purchase 🔻

# **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

account, you will (a) provided to you by GFG. 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, nonsublicensable, 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 https://www.secondstep.org/terms-of-use

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, م م م م م الا م م ال

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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 of 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

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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 acta of conduct or other quidelines that apply to

#### Terms of Use

any activity that violates these terms of any code of conduct of 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 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,

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

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# **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 EVOLUSION OF LIMITATION OF LIADILITY FOR CONSECULENTIAL OF

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 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

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# **License Agreements**

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Issue Date 5/21/2022

#### Non Profit Insurance Program

#### Certificate of Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED	PROPERTY American Alternative Insurance Corporation, et al.
Committee for Children	MISCELLANEOUS PROFESSIONAL LIABILITY
2815 Second Avenue, Suite 400	Princeton Excess and Surplus Lines Insurance Company
Seattle, WA 98121	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,00	00 SIR PAYABLE FROM PR	OGRAM FUNDS)		ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO (LIABILITY IS SUBJECT TO A \$250,00	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT ANNUAL POOL AGGREGATE	\$5,000,000 NONE
					NONE
PROPERTY					
	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	\$1,000,000
				FLOOD PER OCC	\$1,000,000
(PROPERTY IS SUBJECT TO A \$250	0,000 SIR PAYABLE FROM I	PROGRAM FUNDS	5)	ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL	LIABILITY				
	N1-A3-RL-0000060-13	6/1/2022	6/1/2023	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,0	00 SIR PAYABLE FROM PR	OGRAM FUNDS)		ANNUAL POOL AGGREGATE	\$40,000,000
DESCRIPTION OF OPERATIONS / L					

Regarding proposal for purchase of products, Wake County Board of Education, its agents, employees and Board members are named as Additional Insured regarding this proposal only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and non-contributory. Miscellaneous Professional Liability is included in the NPIP policy with a limit of \$5,000,000. Sexual Abuse and Molestation is included in the policy with a limit of \$2,000,000. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Wake County Board of Education 5625 Dillard Drive Cary, NC 27518	Run Um

#### AMERICAN ALTERNATIVE INSURANCE COMPANY

### ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION (GENERAL LIABILITY)

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number	Endorsement Effective
N1-A2-RL-0000013-13	6/1/2022

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

#### This endorsement modifies insurance provided under the following:

#### GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional Insured): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Wake County Board of Education 5625 Dillard Drive Cary, NC 27518

Regarding proposal for purchase of products, Wake County Board of Education, its agents, employees and Board members are named as Additional Insured regarding this proposal only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and non-contributory. Miscellaneous Professional Liability is included in the NPIP policy with a limit of \$5,000,000. Sexual Abuse and Molestation is included in the policy with a limit of \$2,000,000. Cyber Security and Privacy Liability is included in the policy with a limit of \$1,000,000. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury**, **Property Damage**, or **Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In performance of your ongoing operations; or
  - 2. In connection with your premises owned or rented to you.
- B. The Limits of Insurance applicable to the additional Insured are those specified in either the:
  - 1. Written contract or written agreement; or
  - 2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

### Type of Contract:

Service Agreement V1, V2 or V3

### WAKE COUNTY PUBLIC SCHOOL SYSTEM Contract Routing Form 1950

Fiscal Year (FY):	-2024				
Person to Contact : _	Crystal Lewis  Committee for Children(Second		ail: <u>4-0537/c</u> 1	ewis3@wcpss.net	
Name of Contract:	-	u step)			DS
If Amendment (Amou	\$0.00 nt +/-):	. Total C	ontract Amount	\$889,688.30 :	SB
Board Action: (Require	ed at \$100,000) X Yes No	Board N	( leeting Date:	09/19/2023	
Board Reporting: (Rec	quired at \$50,000 and amendments +/-)	Yes x	No Board Mee	ting Date:	
Items of Special Note:	PO is less the 2.5% reimburs	able tax i	rate.		
	ompleted by the School or Depart IS FORM AFTER YOU HAVE REV				۳ <b>T</b> •
		Initial	Date	Comments	
Fiscal Administrator (\$	2,500 and up and all MOAs)	SB	9/6/2023		
Budget Manager/Princi (\$2,500 - \$9,999 and A		MP	9/6/2023		
1	nt or Area Superintendent	DS			
(\$10,000 - \$99,999 and	l all MOAs)	SUN			
Superintendent/Chief C	Officer (\$100,000+ and All MOAs)		9/6/2023		
To be co	ompleted by the Administrative S	ervices <u>req</u>	<u>uired</u> for all con	tracts \$2,500 and up	
Risk Management (Ins	urance Review)	Initial gcb	Date 9/11/2023	Comments	

Finance Officer

Chief Business Officer (Required  $\geq$  \$100,000)

Finance Officer

School Board Attorney

(As required by the Chief Officer or Superintendent)

9/11/2023	
geb	
£(1P9/7/2023	
VN 9/11/2023	

Non-standard contract certification - "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a

Date

PG

POR Approval

WAKE COUNTY PUBLIC SCHOOL SYSTEM         DocuSign Envelope ID: C0288162-98DC-43D9-8CF0-AB4F0F80C9D8         RALEIGH, NC 27610-4145			PURCHASE ORDER			
			261261			
		RELIGIT, NO 27010-4145		I	Page 1 of 2	
INVC		WAKE COUNTY PUBLIC SCHOOL SYSTEM ACCOUNTING DEPARTMENT 111 CORNING ROAD, Suite 250 CARY, NC 27518		YMENT TERMS Net 30 O REVISION 0	CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.	
TO COMMITTEE FOR CHILDREN 2815 SECOND AVE STE 400 SEATTLE, WA 98121		SHIP TO	U U	nd Student Services 110 Corning Road 8		

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
07-SEP-23	Destination	Prepaid	Gooding, Petra, pgooding@wcpss.net
			919-588-3456 EXT. 83456

WCPSS Deliver To Only: Pettiford, Doctor Marrius Lymar

Counsel/Student Srv (MARRIUS PETTIFORD)

LINE	WCPSS	WCPSS ACCOUNT CODE	QTY	UOM	UNIT	AMOUNT
	ITEM NO	ITEM DESCRIPTION			PRICE	

1	03.5860.192.311.0349.0820.000 904103 - SECOND STEP ELEMENTARY+ SECOND STEP MIDDLE SCHOOL - MULTI-SITE PRICING - 3YR LICENSES 161 @ \$5326.00/EA RENEWING SUBSCRIPTION ID: 80024496	771737.4	Dollar	1.00	771,737.40
2	03.5860.192.311.0349.0820.000 904103 - SECOND STEP ELEMENTARY+ SECOND STEP MIDDLE SCHOOL - MULTI-SITE PRICING - 3YR LICENSES 5 @ \$5326.00/EA RENEWING SUBSCRIPTION ID: 80024495	23967	Dollar	1.00	23,967.00

**PRE-AUDIT CERTIFICATE** THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

hisha C. Perer FINANCE OFFICER

\* WAKE COUNTY PUBLIC SCHOOL SYSTEM \* \* IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC \* \* SALES TAX WHEN INVOICING. \*

NOR DIRECTOR OF PURCHASING

VENDOR COPY

DocuSign Envelope ID: C0288162-98DC-43D9-8CF0-AB4F0F80C9D8		PURCHASE ORDER			
Docusign	RALEIGH, NC 27610-4145	261261			
	NALLION, NO 27010-4145		Page 2 of 2		
INVOICE TO	WAKE COUNTY PUBLIC SCHOOL SYSTEM ACCOUNTING DEPARTMENT 111 CORNING ROAD, Suite 250 CARY, NC 27518	PAYMENT TERM Net 30 PO REVISION 0	S CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.		
TO COMMITTEE FOR CHILDREN 2815 SECOND AVE STE 400 SEATTLE, WA 98121			g and Student Services ls II, 110 Corning Road ?7518		

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
07-SEP-23	Destination	Prepaid	Gooding, Petra, pgooding@wcpss.net
			919-588-3456 EXT. 83456

WCPSS Deliver To Only: Pettiford, Doctor Marrius Lymar

Counsel/Student Srv (MARRIUS PETTIFORD)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
3		03.5860.192.311.0349.0820.000 904101 - SECOND STEP ELEMENTARY+ SECOND STEP MIDDLE SCHOOL - MULTI-SITE PRICING - 1YR LICENSES 36 @ \$2089.00/EA PRICE INCLUDES 50% OFF 1YR DIGITAL PROGRAM - PILOT - FOR GRADES 9-12	33841.8	Dollar	1.00	33,841.80
		10% DISCOUNT APPLIED TO ALL LINES PER QUOTE 5038085 CUSTOMER ID: 10118775 RFP #251-23-143				
4	1110111111	03.5860.192.311.0349.0820.000 TAX, SALES - THIS PURCHASE ORDER HAS A TAX ENCUMBRANCE OF ONLY 4.75%. YOUR INVOICE SHOULD REFLECT NC SALES AND USE TAX OF 7.25%.	39403.45	Each	1.00	39,403.45
L	1	•	Net Total:		<u> </u>	868,949.65

**PRE-AUDIT CERTIFICATE** THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

hisha C. Perer FINANCE OFFICER ()

\* WAKE COUNTY PUBLIC SCHOOL SYSTEM \* \* IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC \* \* SALES TAX WHEN INVOICING. \*

NOR DIRECTOR OF PURCHASING

VENDOR COPY

### DocuSign Envelope ID: C0288162-98DC-43D9-8CF0-AB4F0F80C9D8 TERMS AND CONDITIONS

- ACCEPTANCE Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order. By accepting this purchase order, the vendor grants to the purchaser the right to audit vendor's books and records and to make any copies and extracts of any books or records related to the performance of this contract.
- PRICES Invoices cannot exceed the net total of this order with the exception of sales tax. Sales tax must be invoiced by the vendor. Sales tax is applicable on all orders and the vendor is required to collect and remit to the N.C. Department of Revenue.
- 3. PRICE INCREASES All requests for price increases or additional shipping charges must be approved by the Purchasing Department prior to shipment. Send request to Purchasing Department, Wake County Public School System, 1551 Rock Quarry Road, Raleigh, N.C. 27610-4145, or Phone (919) 588-3444, or Fax (919) 856-8107.
- 4. DELIVERY Each shipment must be plainly labeled with the Purchase Order Number and delivered to the address and marked to the attention of the individual or department indicated on the face of this order. A complete packing list must accompany each shipment with any cancellation/back orders indicated.
- 5. **REJECTED MATERIALS** Substitute items which are rejected will be returned to the vendor at the vendor's risk and expense.
- 6. INVOICES Mail, deliver or email all invoices to Accounting Department, Wake County Public School System, 111 Corning Rd, Suite 250, Cary, N.C. 27518. Phone (919) 694-0312. Email: <u>acctspay@wcpss.net</u>. Invoices must show our Purchase Order Number. Invoices will not be paid prior to receipt of items ordered. Adequate and reasonable descriptions and/or written documentation are required for all invoices. All invoices must be in U.S. Dollars.
- 7. CANCELLATION Wake County Public School System reserves the right to cancel this order in whole or in part at any time by written or telephone notice effective upon receipt by vendor. Any item on this order not received within 61 days from the date of the order, will automatically be cancelled.
- 8. ASSIGNMENT This Purchase Order may not be assigned by the vendor in whole or in part without prior approval from Wake County Public School System's Purchasing Department.
- 9. FREIGHT Freight charges and cash discounts are indicated on the face of this Purchase Order.
- 10. LEGAL It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State or Local laws relative thereto. Also, the vendor shall defend actions or claims brought and save harmless Wake County Public School System or its officials or employees from loss, cost, or damage by reason of actual or alleged violation.
- 11. COMPLIANCE WITH E-VERIFY Provider shall comply with all applicable laws and regulations in providing services under this contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
- 12. COMPLIANCE WITH AFFORDABLE CARE ACT Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
- **13. PROVIDER'S REPRESENTATIONS -** Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

Vendor is specifically reminded that state law and board policy prohibit vendors from giving gifts or favors to school system employees in any way involved in the contracting process.

PURCHASING



1551 ROCK QUARRY ROAD RALEIGH, NC 27610 phone: 919.588.3456

August 31, 2022

#### RE: NOTIFICATION LETTER FOR RFP #251-23-143

Dear Andrea Lovanhill,

Thank you for your time and patience as proposals for RFP #251-23-143 were reviewed. After careful review and due consideration, the Review Committee has selected and intends to recommend your proposal to the Board of Education for its review and approval. Until final approval of RFP #251-23-143 is completed, all communication regarding this process should be directed to me only as this process remains confidential until final award.

I caution that the committee is making a <u>recommendation only</u> to the Board of Education and this letter serves only as notice of said recommendation.

Please do not hesitate to contact me with any questions you may have.

Sincerely,

Petra Gooding U Purchasing Manager/P-Card Administrator pgooding@wcpss.net (919) 588-3456

#### **History Log**

Wake County	Schools (920	) Regular Local	School District - FY 2023 - FP-Budget Only PRC 192 ESSER III - Rev 0 - History Log	
Go To				
View All Stat	us/Comments			
Attention Needed	Date	User	Status (S)/Comment (C)	S/C
	7/18/2022 9:05:52 PM	Melissa Eddy	From Susan Barrier - Wake County Schools	С
			We would like to request approval to use the Object Code 311 for the purchase of the third-party software listed below:	
			Software - SecondStep Bully Prevention Software Materials - SecondStep Bully Prevention Software Companion Materials	
			Based on the following rationale:	
			PRC 192 requires thirty-party contractors, and the Committee of Children (Second Step software & supporting materials) and MindWise/Riverside consulting (Signs of Suicide software) supply the following software for our trained district staff to use with students and to assess student's resilience skills and risk for suicide ideation.	
			The Second Step web-based social-emotional learning (SEL) program includes resiliency skills to identify and process students' emotions, set and achieve collective and personal goals, and explore outcomes related to problem-solving. Resiliency skills are an important part of a comprehensive suicide prevention program. As a supplement to the SEL curriculum, Second Step provides a bully prevention program that includes cyber- bullying lessons so that students will be able to recognize and stop cyber-bullying.	
			The Signs of Suicide web-based software subscriptions allow for the teaching of suicide awareness in grades 7, 9, and 12. It also provides a screening tool for trained student services members to assess student levels of suicide risk.	
	6/24/2022 11:23:35 AM	NCCCIP Admin	Status changed to 'Budget Received'.	s
	6/24/2022 11:23:35 AM	NCCCIP Admin	Status changed to 'Not Started'.	S

Best,

Susan Barrier Senior Fiscal Administrator, Finance - ESSER Wake County Public School System Phone 919.533.7182

From: Melissa Eddy <Melissa.Eddy@dpi.nc.gov> Sent: Monday, July 18, 2022 9:07 PM To: Susan Barrier \_ Staff - Finance <sbarrier@wcpss.net> Subject: Fw: PRC 192

**CAUTION:** This email originated from outside of the organization! Proceed with caution!

Susan,

This would be approved. I put the comment in the history log from your email.

From: Sandy Carlaccini <Sandy.Carlaccini@dpi.nc.gov>
Sent: Monday, July 18, 2022 10:40 AM
To: Melissa Eddy <Melissa.Eddy@dpi.nc.gov>; sbarrier@wcpss.net <sbarrier@wcpss.net>
Subject: Re: PRC 192

Hi Susan,

I am forwarding this email to Melissa Eddy who approved your PRC 192 application. She will be able to answer your questions. Have a great week.

Sandy Carlaccini

From: Sandy Carlaccini <Sandy.Carlaccini@dpi.nc.gov>
Date: Saturday, July 16, 2022 at 10:53 AM
To: sbarrier@wcpps.net <sbarrier@wcpps.net>, Melissa Eddy <Melissa.Eddy@dpi.nc.gov>
Subject: PRC 192

Hi Susan,

I am forwarding this email to Melissa Eddy who approved your PRC 192 application. She will be able to answer your questions. Have a great rest of your weekend.

Sandy Carlaccini

From: Susan Barrier \_ Staff - Finance <<u>sbarrier@wcpss.net</u>>
Sent: Wednesday, July 13, 2022 12:31 PM
To: <u>Tim.Dryman@dpi.nc.gov</u> <<u>Tim.Dryman@dpi.nc.gov</u>>; <u>Sandy.Carliccini@dpi.nc.gov</u> <<u>Sandy.</u>
Carliccini@dpi.nc.gov>
Subject: PRC 192 Budget Code Clarification

Hi Tim and Sandy,

We would like to request approval to use the Object Code 311 for the purchase of the thirdparty software listed below:

Software - SecondStep Bully Prevention Software Materials - SecondStep Bully Prevention Software Companion Materials

Based on the following rationale:

PRC 192 requires thirty-party contractors, and the Committee of Children (Second Step software & supporting materials) and MindWise/Riverside consulting (Signs of Suicide software) supply the following software for our trained district staff to use with students and to assess student's resilience skills and risk for suicide ideation.

The Second Step web-based social-emotional learning (SEL) program includes resiliency skills to identify and process students' emotions, set and achieve collective and personal goals, and explore outcomes related to problem-solving. Resiliency skills are an important part of a comprehensive suicide prevention program. As a supplement to the SEL curriculum, Second Step provides a bully prevention program that includes cyber-bullying lessons so that students will be able to recognize and stop cyber-bullying.

The Signs of Suicide web-based software subscriptions allow for the teaching of suicide awareness in grades 7, 9, and 12. It also provides a screening tool for trained student services members to assess student levels of suicide risk.

Thank you for your consideration!

Best regards, Susan Barrier Senior Fiscal Administrator, Finance - ESSER Wake County Public School System Phone 919.533.7182

Sandy Carlaccini ESSER Specialist Federal Programs NC Department of Public Instruction (M) (252)670-4586 Sandy.Carlaccini@dpi.nc.gov Follow us: Facebook, Twitter, Instagram and YouTube

# North Carolina Department of **PUBLIC INSTRUCTION**

Visit us on the web at https://dpi.nc.gov . All e-mail correspondence to and from this address is subject to the North Carolina Public Records Law, which may result in monitoring and disclosure to third parties, including law enforcement.

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		uthorization Software intout of the DRPL sta			
School/Department:	Counseling & Stude		tus of requested t	Date:	5/12/23
				Phone:	919-694-0577
Leadership Team Si		cuSigned by:		Date:	
Chief Signature (Ce	ntral Office Only): Sta	cey Wilson-Norman		Date:	9/6/2023
Item Title, Compa (Provide the product i	any Name (if diff - F10 information URL, if possible	03A518B0B145A	ription:		
Second Step, Co	mmittee for Childrer	ĺ			
	Existing product? DN pols require review)	ew Existing	Is this for i	nstruction	nal use? ■Yes □No
	vices reviewed and appr		Yes (Complete t		
To view DRPL: <u>DRPL(</u> )	Wake ID Portal) DRPL ins	truction link	∃No (Select an ap	proved a	lternative)
Digital Resource	Product Library (DRPI	.) Status: (IF ITEM N	OT LISTED IN DR	PL IT CAP	NNOT BE PURCHASED)
□Recommended ■F	Recommended with Conditi	DocuSigned by:	ditions   Reviewed	and Deni	ed □Conditionally Allowed
□Other	Verified Status:	Marrius Pettiford	9/6/202	3 Pri	ncipal/Budget Manager Signature
		3F243D9F7AE64EA			
Considerations:					
Are you using Federa	I Funds to purchase the so	ftware/license agreemen	t? ■Yes □No		
agency, receipt of quotes/proposals, please include). If none- provide rationale for not seeking competition. <i>*If competitively bid please provide the WCPSS bid number and date of solicitation.</i> IFB 251-23-143 Will the vendor be required to complete a WCPSS Service Contract? □Yes ■No (Attach Software Terms of Use Agreement, if applicable.)					
					is of use Agreement, if applicable.
Description of item or service to include purpose: Social Emotional Learning Curriculum - Bullying Prevention					
Will this item require additional upgrades or renewals in the future?  Yes  No					
If yes, please explain. This is digital software that is automatically upgraded with new content. The IFB includes a three year license renewal.					
WCPSS Impact (traini	ing, cost, compatibility, de	velopment) for other a	Iternative solutions	:	
The software is a subscription is \$8		the cost for one ye	ear high school	l curricu	lum and the 3 year K-8
General Informatio	n Needed for Review:				
Total cost of owner	ship (cost, installation, ł	nardware, training, cor	sulting, etc.):		
Additional Information	tion for Consideration:				

DocuSign Envelope ID: C0288162-98DC-43D9-8CF0-AB4F0F80C9D8

CL	Products > Second Step					
Wake County Public School System	Overview Feedback Privacy Evidence					
Products						
Wake County Public School System Library My Library My Tasks	<text><text><text><text><text><text><text></text></text></text></text></text></text></text>					
	Resources         Image: Conditions for Use Image Conditions         Statuses         Product statuses set by your organization's administrator					
Collapse	Recommended with Conditions					

DocuSign Envelope ID: C0288162-98DC-43D9-8CF0-AB4F0F80C9D8

CL Wake County Public School System	Badges Product badges set by your organization's administrator			
Products	Staff			
Wake County Public School System Library My Library				
🖨 My Tasks				
	No grades yet.			
	Be the first to grade Second Step and share your feedback!			
	Grade			

 $\bigcirc$ 

Re: Updated quote...

Petra Gooding \_ Staff - Purchasing <pgooding@wcpss.net> Fri 8/25/2023 11:30 AM To:Marrius Pettiford \_ Staff - CounselStudentSrv <mpettiford@wcpss.net>;Crystal Reardon \_ Staff -CounselStudentSrv <creardon2@wcpss.net> Cc:Debra Wallace \_ Staff - Purchasing <dwallace2@wcpss.net>

Marrius,

We are good to go. I just forwarded you the email thread indicating that.

Petra Gooding Purchasing Manager/P-Card Administrator Wake County Public School System (919) 588-3456

From: Marrius Pettiford \_ Staff - CounselStudentSrv <mpettiford@wcpss.net>
Sent: Thursday, August 24, 2023 11:22 AM
To: Petra Gooding \_ Staff - Purchasing <pgooding@wcpss.net>; Crystal Reardon \_ Staff - CounselStudentSrv
<creardon2@wcpss.net>
Cc: Debra Wallace \_ Staff - Purchasing <dwallace2@wcpss.net>
Subject: Re: Updated quote...

Hi Petra,

Just following up on the conversations with the Committee for Children.

Thanks

Marrius Pettiford, Ph.D. (he/him) Senior Director, Counseling & Student Services 110 Corning Road Cary, NC 27518 919-694-0577 (Office) 919-694-7775 (Fax)

From: Petra Gooding \_ Staff - Purchasing <pgooding@wcpss.net>
Sent: Friday, August 18, 2023 12:55 PM
To: Crystal Reardon \_ Staff - CounselStudentSrv <creardon2@wcpss.net>
Cc: Debra Wallace \_ Staff - Purchasing <dwallace2@wcpss.net>; Marrius Pettiford \_ Staff - CounselStudentSrv
<mpettiford@wcpss.net>
Subject: Re: Updated quote...

Thank you! I'll put it in the file.

Petra Gooding Purchasing Manager/P-Card Administrator Wake County Public School System (919) 588-3456

From: Crystal Reardon \_ Staff - CounselStudentSrv <creardon2@wcpss.net>
Sent: Friday, August 18, 2023 11:00 AM
To: Petra Gooding \_ Staff - Purchasing <pgooding@wcpss.net>
Cc: Debra Wallace \_ Staff - Purchasing <dwallace2@wcpss.net>; Marrius Pettiford \_ Staff - CounselStudentSrv
<mpettiford@wcpss.net>
Subject: Fw: Updated quote...

Petra,

See updated quote attached. Thanks!

<u> Crystal W. Reardon</u>

Director, School Counseling Wake County Public School System 110 Corning Road Cary, NC 27518 919.694.0587 fax - 919.694.7775

From: Forrest Walter <fwalter@cfchildren.org>
Sent: Friday, August 18, 2023 10:38 AM
To: Crystal Reardon \_ Staff - CounselStudentSrv <creardon2@wcpss.net>
Cc: Marrius Pettiford \_ Staff - CounselStudentSrv <mpettiford@wcpss.net>
Subject: RE: Updated quote...

CAUTION: This email originated from outside of the organization! Proceed with caution!

Great! I've attached the updated quote. If there is anything else needing changes let me know!

Best,

Forrest Walter | Senior Education Partnerships Manager

800-634-4449, ext. 6488 P. 206-438-6488 C. 914-329-4066 <u>fwalter@cfchildren.org</u> DocuSign Envelope ID: C0288162-98DC-43D9-8CF0-AB4F0F80C9D8

To schedule time for a 30 min phone call, please feel free to find a time that's convenient for you in my bookings calendar, click <u>HERE</u> for openings.

Check out our site update walk-throughs here: <u>http://bit.ly/SecondStepWalkThroughs</u> Second Step Family Support Information: <u>https://www.secondstep.org/families</u>





**Counseling and Student Services** 

Service Agreement/Contract

**Justification/Negotiation Statement** 

Requestor's Name: Marrius Pettiford, Ph.D.

Vendor's Name: Committee for Children

Date: August 1, 2023

#### Justification (why services are required):

WCPSS has been using Second Step Curriculum for over ten years. Second Step is the K-8 Social Emotional Learning Curriculum that is used by trained teachers and student services staff (counselors). Second Step is an effective social emotional learning (SEL) curriculum that supports bullying prevention. The curriculum should be research-based, teacher informed, and classroom-tested to promote the social-emotional development, safety, and well-being of children from Pre-K through Grade 8 with the current year's expansion to grades 9-12. The curriculum should be easy to teach, with little to no training required for school counselors or classroom teachers.

#### Scope of Services (what is being provided and measurable outcomes):

The program is modern, mainly web-based, and responsive to the current needs of students and educators. The product must be endorsed by organizations, like the Collaborative for Academic, Social, and Emotional Learning (CASEL) and the Department of Education. Committee for Children will provide access to the Second Step Software for teachers and counselors in all WCPSS K-12 schools for the 2023-24 school year. In addition, WCPSS K-8 staff will have paper-based materials for bullying prevention.

# Negotiation (Price/terms negotiated; if bid or quote for services is not the lowest of the three quotes or submitted bids please justify):

The contract was put out for bid for school year 2022-2023 as IFB #251-23-143 and awarded as one-year with two additional one-year options to renew. The three-year license cost is \$986,344.57 with the second-year cost at \$467,675.20. This agreement covers Year 2 only using ESSER federal funding with a possible renewal for Year 3. Year 3 will require an alternative funding source.

#### WAKE COUNTY PUBLIC SCHOOL SYSTEM

This contract (the "Contract") is made and entered into this 12th day of September 2023, between the Wake County Board of Education (the "School System"), 5625 Dillard Drive, Cary, NC 27518, and Committee for Children (the "Provider"), 2815 Second Ave., Suite 400, Seattle, WA 98121-3207.

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

- 1. Obligations and Representations of Parties. Provider hereby agrees to provide the following services to the School System: EXHIBIT A IFB #251-232-143 at designated times and sites as specifically requested and authorized by the School System. The work will be completed in a manner acceptable to the School System and in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference. All agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services. The parties acknowledge that the Wake County Board of Education has authorized the Superintendent or designee to enter into service contracts involving expenditures of up to \$100,000. The parties further acknowledge that the School System may perform all or part of its obligations pursuant to this Contract through the Superintendent or designee.
- 2. Compensation. The School System hereby agrees to compensate Provider in the amount (not to exceed) \$889,688.30 once all services have been rendered in accordance with the terms of this Contract. Provider shall provide School System with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s).
- 3. Contract Funding. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
- Term. The services described in this Contract will be provided from September 12, 2023, through 4. June 24, 2024, unless sooner terminated as herein provided.
- Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion 5. upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System, be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will provide a prorated payment for all services performed as of the date of termination.
- Termination for Default. At any time, the School System may terminate this Contract immediately and without prior 6. notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the guality of services provided.
- 7. Insurance. Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence. \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. The Wake County Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.
- Taxes. Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of 8. services under this Contract.
- Monitoring and Auditing. Provider shall maintain, during the entirety of this Contract term, including any extensions, 9. and for three (3) years thereafter, receipts, records, and/or documents to support the following: the cost of materials purchased for Projects completed under this Contract by the Provider or its subcontractor; the number of labor

hours billed by the Provider's employees and its subcontractors; the sales tax paid by the Provider and its subcontractors for materials; and the names and contact information for all of Provider's employees or subcontractors who performed work under this Contract. Provider must be able to provide this supporting documentation to the School System upon request during the Contract term, including any extensions, and within three (3) years thereafter. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract.

- 10. <u>Confidentiality of Student Information</u>. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this Contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent, or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
- 11. Lunsford Act/Criminal Background Check. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will interact with students, including remote interaction, or engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at http://www.nsopw.gov/. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. In addition, Provider shall promptly notify the School System if Provider becomes aware that any contractual personnel identified on a current Sexual Offender Registry Check Certification Form is subsequently charged with or convicted of a crime that would require the contractual personnel to register as a sex offender under Article 27A of Chapter 14 of the General Statutes. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the school system to perform a criminal background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any

contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or wellbeing of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

- 12. <u>Indemnification</u>. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
- 13. <u>Relationship of Parties</u>. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
- 14. <u>Applicable Laws</u>. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. North Carolina law will govern the interpretation and construction of the Contract. Provider shall comply with the Affordable Care Act and accompanying IRS and Treasury Department regulations.
- 15. <u>Provider's Representations</u>. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

Provider is duly qualified to do business in North Carolina. If Provider is a business entity that is not registered in North Carolina, prior to beginning the services described by this Contract, Provider shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Provider is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

- 16. <u>Anti-Nepotism</u>. Unless disclosed to the School System in writing prior to the Board's approval and execution of the Contract, Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Wake County Board of Education or of any principal or central office staff administrator employed by the Wake County Board of Education. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family waived by the Wake County Board of Education at a Board meeting, the existence of a family relationship covered by this Contract or formally waived by the Wake County Board of Education at a Board meeting, the existence of a family relationship covered by this Contract is grounds for immediate termination by Owner without further financial liability to Provider.
- 17. <u>Applicable Wake County Board of Education Policies</u>. Provider acknowledges that the Wake County Board of Education has adopted policies governing its relationship with vendors and conduct on School System property and agrees to abide by any and all relevant WCPSS policies during the term of the contract and while on School System property. WCPSS's Provider related polices can be viewed at <u>https://www.wcpss.net/Page/45862</u> and are incorporated into this Contract by reference.
- 18. Data Confidentiality and Security Agreement for Online Service and Instructional Technology Providers. The

Provider will comply with the terms and conditions in Attachment B.

- 19. <u>Uniform Guidance</u>. The Provider will comply with the terms and conditions in Attachment C.
- 20. <u>Entire Agreement</u>. This Contract may be amended only by written amendments duly executed by and between the School System and Provider. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
- 21. <u>Counterparts and Execution</u>. This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement. The Parties agree that scanned, faxed, and/or electronically transmitted copies of this Contract will have the same validity and force as an original, and that scanned, faxed, or electronic signatures shall be deemed original signatures for purposes of this Contract and given the same legal effect as original signatures.
- 22. <u>Authority to Enter Contract</u>. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

### WAKE COUNTY BOARD OF EDUCATION

COMMITTEE FOR CHILDREN

Lindsay Mahaffey Board Chair Authorized Signature

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a).

DocuSigned by: Inioha C. Rosen 

9/7/2023 Date

#### Attachment A

#### Sexual Offender Registry Check Certification Form

#### PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE

Project Name:	Contract:
Check the appropriate box to indicate the type of ch	heck:
<u>†</u> Initial	Supplemental †Annual
I, (insert compan	name), (insert title) of (insert title) of (insert title) of ny name) hereby certify that I have performed all of the required sexual
offender registry checks required under this Agre personnel, or contractors ) who may be used to deli Carolina Sex Offender and Public Protection R Registration Program, and the National Sex Offend at no cost by accessing the United States Departme further certify that none of the individuals listed be assign any individual to deliver goods or perform se offender registries. I agree to maintain all records provide such records and documents to the school s retains the right to audit these records to ensure discretion. I acknowledge that I am required to per	eement for all contractual personnel (employees, agents, ownership iver goods or provide services under this Agreement, including the North Registration Program, the North Carolina Sexually Violent Predator der Registry (Note: all of the required registry checks may be completed then of Justice Sex Offender Public Website at <u>http://www.nsopw.gov/</u> ). I elow appears on any of the above-named registries and that I will not ervices under this Agreement if said individual appears on any of the sex s and documents associated with these registry checks, and that I will system upon request. I specifically acknowledge that the school system compliance with this section at any time in the school system's sole form these checks and provide this certification form before any work is ny time additional contractual personnel may perform work under the

Contractual Personnel Names	Job Title
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

I attest that the forgoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature / date)



2815 Second Avenue, Suite 400 Seattle, WA 98121-3207 USA 800-634-4449 FAX: 206-343-1445 orders@cfchildren.org

	Quote
Quote #	5042805
Date	8/18/2023
Customer ID	10118775

# Bill To Ship To Accounting Department Crystal Reardon

Wake Co Public School System 111 Corning Road Suite 250 Cary NC 27518 United States Crystal Reardon Wake Co Public School System 111 Corning Road Suite 250 Cary NC 27518 United States

Requested By	Ship To		Setup Admin		E	ntered By	
Crystal Reardo	on Crystal Reardon		Name: Kinea Email: <u>kepps</u>		F	orrest Walter	
Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
904103	Second Step Elementary + Second Step Middle School, Multi-Site Pricing, 3-Year Licenses Renewing Subscription ID: 80024496		9/23/2023	9/23/2026	161	\$5,326.00	\$857,486.00
904103	Second Step Elementary + Second Step Middle School, Multi-Site Pricing, 3-Year Licenses Renewing Subscription ID: 80024495		9/22/2023	9/23/2026	5	\$5,326.00	\$26,630.00
904101	Second Step Elementary + Second Step Middle School, Multi-Site Pricing, 1-Year Licenses		8/18/2023	8/18/2024	36	\$2,089.00	\$75,204.00
DIGITAL PILOT	50% off 1 Year Digital Program, Pilot					-50%	(\$37,602.00)

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <u>https://secondstep.org/license-agreements</u>

Prices valid for 30 days from quote date.



2815 Second Avenue, Suite 400 Seattle, WA 98121-3207 USA 800-634-4449 FAX: 206-343-1445 orders@cfchildren.org

0		Quote
45	Quote #	5042805
	Date	8/18/2023
	Customer ID	10118775
Subtotal		\$921,718.00
Discount		(\$92,171.80)
Shipping & Handling		\$0.00
Sales Tax* (%)		\$60,142.12
TOTAL		\$889,688.32

Please remit in US Funds.

Make check payable to: Committee for Children

\*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Client Memo: K-8 License Renewals (166 sites, 3-years K-8, 36x 1-year Licenses for all HS Sites)

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <u>https://secondstep.org/license-agreements</u>

Prices valid for 30 days from quote date.

### ATTACHMENT B

#### Wake County Board of Education

#### Data Confidentiality and Security Agreement for Online Service and Instructional Technology Providers

Committee for Children ("Provider") hereby agrees to the terms of this Data Confidentiality and Security Agreement ("Agreement") for the purpose of sharing confidential or sensitive information between the Wake County Board of Education ("WCPSS" or "District"), and Provider (collectively "Parties").

#### 1. Definitions.

- a. "Services" shall mean the online educational services and/or instructional technology products provided or otherwise made available to WCPSS and its users, including WCPSS employees, agents, parents, students, and other end users (collectively, "WCPSS End Users"). The Services are more specifically described in Attachment A to this Agreement.
- b. "WCPSS Data." "WCPSS Data" includes any data, information, records, or other content that WCPSS or WCPSS End Users upload, create, modify, or share with Provider, including but not limited to any PII about students, employees, or other users. "WCPSS Data" also includes user identification information and metadata which may contain WCPSS Data or from which WCPSS Data may be ascertainable, and any de-identified data or aggregated data sets that may be generated from the underlying data provided. "WCPSS Data" also includes any "Student Data" as defined below.
- c. "Student Data." "Student Data" is a subset of "WCPSS Data." "Student Data" includes any data that directly relates to WCPSS students, including but not limited to education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g and other applicable law, any personally identifiable information ("PII") about students, as well as any aggregated or de-identified data about WCPSS students. Any restrictions, limitations, or conditions regarding Provider's use of WCPSS Data apply equally to Provider's use of Student Data or Confidential Student Data.
- d. "Confidential Student Data." "Confidential Student Data" is a subset of "Student Data." "Confidential Student Data" includes education records as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g and other applicable law, any personally identifiable information ("PII") about students, but not any aggregated or de-identified data about students that would not, when considered in isolation or in conjunction with other reasonably available information, allow a reasonable person in the school community to discern the identity of individual student. Any restrictions, limitations, or conditions regarding Provider's use of WCPSS Data or Student Data apply equally to Provider's use of Confidential Student Data
- 2. Authorized Use of WCPSS Data. WCPSS Data will be used by Provider solely for the purpose of providing the Services. When WCPSS Data includes Confidential Student Data, Provider agrees such use will be limited to institutional functions of WCPSS that could otherwise be provided by a school official and which WCPSS is "outsourcing" to Provider pursuant to 34 CFR 99.31(a)(1)(B). Provider agrees that WCPSS Data and all rights to WCPSS Data, including all intellectual property rights, shall remain the exclusive property of WCPSS, and Provider has a limited, nonexclusive, license solely for the purpose of providing such Services.
- 3. Compliance with Applicable Laws, Policies, and Procedures. Provider shall comply with all federal, state, and local laws and WCPSS policies that are applicable to the provision of Services hereunder, including but not limited to all applicable WCPSS policies regarding Confidential Student Data. Provider acknowledges that it may access the applicable WCPSS policies online at https://www.wcpss.net/Page/45862 or by contacting the WCPSS Purchasing Department. Regarding Confidential Student Data, Provider specifically agrees to comply with the provisions of FERPA, PPRA, COPPA, and all other applicable laws and regulations in all respects, as well as any state law and applicable

WCPSS policies. For purposes of this Agreement, FERPA includes 20 U.S.C. 1232g, Part 99 of Title 34 of the Code of Federal Regulations; PPRA includes 20 U.S.C 1232h, Part 98 of Title 34 of the Code of Federal Regulations; and COPPA includes 5 U.S.C. 6501-6505, Part 312 of Title 16 of the Code of Federal Regulations. Nothing in this Agreement shall be construed to allow Provider to maintain, use, or disclose any WCPSS Data in a manner inconsistent with any applicable law, regulation, or policy.

- 4. Procedures for the Maintenance and Security of WCPSS Data. While in the possession, custody, or control of Provider, all WCPSS Data shall be stored in a secure environment with access limited to the least number of employees needed to provide the Services. Provider shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, security, and availability of all WCPSS Data. Such measures shall include processes for transmission and storage of such data.
  - a. WCPSS Data. Provider shall protect WCPSS Data from loss, destruction, unauthorized physical and electronic access, and unauthorized uses or disclosures in accordance with commercially reasonable standards and no less rigorously than it protects its own confidential information. All WCPSS Data shall be kept in a secure location preventing access by unauthorized individuals. Provider agrees to handle any and all WCPSS Data using appropriate access control and security, including password-protection and encryption in transport and electronic storage, and periodic auditing of data at rest. Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
  - b. Student Data. Provider shall not forward to any person or entity other than WCPSS any Student Data except as expressly authorized in this Agreement without the advance written consent of WCPSS. Provider shall designate one or more individuals as the primary data custodian(s) of the Student Data and shall notify WCPSS of the name(s) and title(s) of such individual(s) prior to any such data being shared. The primary data custodian(s) shall ensure that the Services shall be conducted in a manner that does not permit personal identification of WCPSS students by anyone other than representatives or authorized subcontractors of Provider who need such information for the purposes described in Paragraph 2 of this Agreement and shall ensure that a log is maintained of all Student Data received pursuant to this Agreement. The provisions described above related to WCPSS Data also apply to Student Data.
  - c. Confidential Student Data. Provider will maintain an access log delineating the date, time, and identity of any person or entity given access to any Confidential Student Data who is not in the direct employ of Provider and the reason(s) for such access. No such access shall be granted except in compliance with the terms and conditions of this Agreement and applicable law. The primary data custodian(s) described above shall ensure the timely destruction or return of any Confidential Student Data as required by this Agreement. Confidential Student Data shall not be emailed in plain text. The provisions described above related to WCPSS Data and Student Data also apply to Confidential Student Data.

#### 5. Prohibition on Unauthorized Use or Disclosure of WCPSS Data.

- a. Provider agrees to hold all WCPSS Data in strict confidence. Provider shall not use or disclose WCPSS Data except as authorized by this Agreement, as separately authorized in writing by WCPSS, or as required by law. Provider agrees not disclose any WCPSS Data in a manner that could identify any individual employee, student, or user to any other individual or entity, directly or by means of deduction.
- b. Provider is prohibited from mining or scanning WCPSS Data for any purposes other than those agreed to in advance by this Agreement or by separate written authorization of WCPSS.
- c. Provider shall not use any Confidential Student Data, including but not limited to student and parent names, addresses, emails addresses, or similar information, for its own commercial marketing or advertising purposes, or for the commercial marketing or advertising purposes of any third-party without the advance written consent of WCPSS. Provider shall not use any Confidential Student Data to advertise or market products or services to WCPSS employees, students, families, or to any WCPSS-affiliated users of the Services without the advance written consent of WCPSS.

- d. In the event of any unauthorized use or disclosure, Provider shall report the incident to WCPSS as promptly as possible, but no more three (3) business days after Provider learns of such use or disclosure. Such report shall identify:
  - i. The nature of the unauthorized use or disclosure,
  - ii. The data used or disclosed,
  - iii. Who made the unauthorized use or received the unauthorized disclosure,
  - iv. What Provider has done and shall do to mitigate the effects of the unauthorized use or disclosure, and
  - v. What corrective action Provider has taken or shall take to prevent future similar unauthorized use or disclosure.

Provider shall also provide such other information related to the unauthorized use or disclosure that may be reasonably requested by WCPSS. WCPSS also may require that Provider promptly provide a written notice of the breach or disclosure, as well as a description of the corrective actions taken, to any WCPSS employee, student, or user directly impacted by the breach or disclosure. Any such corrective action and notice shall be subject to prior review and approval by WCPSS.

- e. Provider may use de-identified, aggregated WCPSS Data, including de-identified, aggregated Student Data, for product development and research purposes only as specifically authorized and consented to in advance in writing by WCPSS. Any such de-identified data will have all direct and indirect personal identifiers removed, including but not limited to names, ID numbers, dates of birth, home addresses, phone numbers, email addresses, and similar information. Provider agrees not to attempt to re-identify any de-identified Student Data and not to transfer de-identified Student Data to any other party except as specifically authorized in this Agreement or with WCPSS's advance written consent. Provider will not release any research or publications pertaining to Student Data without WCPSS's advance written consent.
- 6. Subcontractors. Provider may share Student Data with its subcontractors only for purposes of providing the Services or with the advance written permission of WCPSS. Any such request from Provider shall be in writing and shall identity the person(s) or entit(ies) to whom disclosures will be made and the purposes of the disclosures. For any authorized disclosure of Student Data to a subcontractor, Provider shall ensure that each approved subcontractor is contractually bound to adhere to all of the terms of this Agreement and is aware of its obligations under applicable law with respect to its possession, use, and re-disclosure of any Confidential Student Data. Nothing in this paragraph shall relieve Provider of any of its obligations under this Agreement, including its responsibilities to ensure the confidentiality and security of any WCPSS Data provided by WCPSS pursuant to this Agreement.
- 7. Monitoring and Auditing. Any WCPSS Data held by Provider will be made available to WCPSS for review and inspection upon request of WCPSS. Provider shall cooperate with WCPSS or with any other person or agency as directed by WCPSS, in monitoring, auditing, or investigating activities related to Provider's use and safeguarding of the WCPSS Data, including but not limited to allowing reasonable inspection of the data logs or security measures described in Paragraph 4 of this Agreement. Consistent with Section 132-1.2 of the North Carolina General Statutes, WCPSS and its auditors will maintain the confidentiality of any trade secrets of Provider that may be accessed during an audit conducted under this Agreement.
- 8. Term; Post-Termination. This Agreement takes effect upon the date of full execution and shall continue in full force and effect for so long as Provider has possession, custody, or control of any of the WCPSS Data. Upon the termination of the applicable subscription, contract, purchase order, agreement, memorandum of understanding, or terms of service between WCPSS and Provider, or upon written notice of termination of the Services by WCPSS, all Confidential Student Data shall, at WCPSS' sole option, be destroyed or returned to WCPSS unless WCPSS specifically authorizes its post-termination retention in writing. No other entity, including any subcontractors of Provider, shall be authorized to continue possessing or using any Confidential Student Data following termination without the written consent of WCPSS. Any Confidential Student Data remaining on any computers, servers, or other devices of Provider or its employees, agents, or subcontractors, shall be permanently deleted unless WCPSS specifically authorizes its post-termination retention in writing. Provider shall complete such destruction or return as promptly as

possible, but not more than thirty (30) days after termination of the applicable subscription, contract, purchase order, agreement or terms of service between WCPSS and Provider, or written notice of termination of the Services by WCPSS, unless WCPSS extends such deadline in writing. This section shall survive the expiration or earlier termination of this Agreement.

#### 9. Breach and Default; Indemnification; Remedies.

- a. In the event of a material data or security breach, or, if WCPSS determines, in its sole discretion, that any WCPSS Data has been mishandled or disclosed in a manner inconsistent with this Agreement, WCPSS may demand the immediate return or destruction of any and all of the WCPSS Data.
- b. Provider shall fully indemnify and hold harmless the Wake County Board of Education and its past, current and future members, agents, and employees from and against all claims, actions, demands, reasonable costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from any material data breach of this Agreement or any unauthorized use or disclosure of the WCPSS Data by Provider or it's subcontractor(s). The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. This section shall survive the expiration or earlier termination of this Agreement.
- c. Nothing in this Agreement shall restrict WCPSS from seeking any other rights or remedies to which it may be entitled at law or equity.
- **10. No Right or Entitlement to Data**. This Agreement sets out the terms and conditions under which WCPSS may, in its sole discretion, provide WCPSS Data to Provider. Nothing in this Agreement creates any right, title, or interest in Provider to receive any such information.

#### 11. Miscellaneous.

- a. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina.
- b. <u>Relationship of Parties</u>. The parties shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto.
- c. <u>No Third-Party Beneficiaries</u>. Nothing in this Agreement shall confer upon any person other than the parties to this Agreement any rights, remedies, obligations, or liabilities whatsoever.
- d. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. <u>Headings</u>. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
- f. <u>Execution</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. <u>Assignment of Rights</u>. Neither this Agreement, nor any rights, duties, nor obligations described herein shall be assigned by Provider without the prior express written consent of WCPSS.
- h. <u>Severability</u>. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- i. <u>Authority to Enter Agreement</u>. The persons executing this Agreement have authority to do so as an official, binding act of the respective parties.
- j. <u>Relationship to Other Agreements</u>. This Agreement governs Provider's maintenance, use, and disclosure of WCPSS Data, Student Data, and/or Confidential Student Data in the course of providing the Services. It is a data confidential and security agreement which may stand on its own or serve as

a rider to a separate service contract. In the event Provider is to receive payment from WCPSS for all or any part of the Services, the Parties will enter a separate service agreement setting out payment terms, as well as other provisions relating to insurance and other issues, and such service agreement and this Agreement shall be harmonized to the fullest extent possible. To the extent of any conflict between this Agreement and such separate service agreement as they relate to Provider's maintenance, use, and disclosure of WCPSS Data, Student Data, and/or Confidential Student in the course of providing the Services, the terms of this Agreement will control. In the event the Parties do not enter such a separate service contract requiring the payment of money to Provider, WCPSS shall be under no obligation to compensate Provider for all or any part of the Services.

- k. <u>Amendment</u>. Any modification or amendments to this Agreement shall be effective only if made in writing and signed by authorized representatives of both parties.
- I. <u>Enforceability</u>. The parties agree that this Agreement is supported by mutual and adequate consideration and is fully enforceable by its terms independent of any other agreement that may or may not exist regarding the provision of the Services.
- m. <u>WCPSS Authorizations</u>. The specific persons or position classifications authorized to issue any of the written authorization or consents described in this Agreement are identified in Attachment B. If no such Attachment exists or if no persons or position classifications are identified in such attachment, then only the WCPSS signatory is authorized to issue such written authorizations or consents.
- n. <u>Incorporation by Reference</u>. Attachment A and Attachment B are incorporated and made a part of this Agreement by reference.
- o. <u>Conflicts</u>. In the event of any conflict between this Agreement and any existing or future contract, purchase order, agreement or terms of service between WCPSS and Provider (including but not limited to Privacy policies or Acceptable Use policies) regarding the subject matter of this Agreement, the terms and conditions of this Agreement shall control.

# ATTACHMENT A DESCRIPTION OF THE SERVICES

Committee for Children is providing the Second Step software that teachers use with students. No student information is captured or used.

# ATTACHMENT B WCPSS AUTHORIZATIONS

For purposes of this Agreement, the following WCPSS position classifications are authorized to provide the written WCPSS authorizations described in this Agreement:

#### AUTHORIZATION

### **POSITION CLASSIFICATION**

Crystal Reardon

Director of School Counseling

Marrius Pettiford, Ph.D

Sr. Director, Counseling & Student Services

# STATE OF NORTH CAROLINA COUNTY OF WAKE

# **UNIFORM GUIDANCE**

This addendum is made by and between Wake County Board of Education (the School System) located at 5625 Dillard Drive, Cary, NC 27518, and Committee for Children (Provider), located at 2815 Second Avenue, Suite 400, Seattle WA, 98121-3207.

Both parties agree to the terms and conditions set forth in the original contract for Committee for Children services and the additions included below:

The Contractor is notified that this project will be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

#### Remedies for Breach

When federal funds are expended by Wake County Board of Education (the School System), the School System reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

#### Termination for cause and for convenience by the School System

When federal funds are expended by the School System, the School System reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The School System also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the School System believes, in its sole discretion that it is in the best interest of the School System to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the School System as of the termination date if the contract is terminated for convenience of the School System. Any award under this procurement process is not exclusive and the School System.

#### **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, when funds will be expended by the School System on a contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, Contractor certifies it will comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

During the term of an award for all contracts and subgrants for construction or repair, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. the School System will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. the School System will report all suspected or reported violations to the Federal awarding agency.

#### Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Compliance

The Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### Debarment and Suspension

Contractor certifies that during the term of an award for all contracts by the School System resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

#### Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

When federal funds are expended by the School System for an award exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by the School System resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

#### **Compliance with Solid Waste Disposal Act**

In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, Contractor agrees to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Contractor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

#### Prohibition on certain telecommunications and video surveillance services or equipment

As detailed in 2 CFR § 200.216, Contractor certifies that any equipment, services, or systems provided through this contract shall not use covered telecommunications equipment or services as a substantial or essential component of a system or as part of any system.

#### **Domestic Preference**

As detailed in 2 CFR § 200.322, as appropriate and to the extent consistent with law, Contractor certifies that, to the greatest extent practicable, the goods, products, or materials furnished through this award will be produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

#### **Records Retention Requirements**

The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **Certification of Non-Collusion Statement**

Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

#### **Prohibition on Gifts**

Contractor certifies that it will comply with the prohibition against giving gifts, gratuities, favors or anything of monetary value to an officer, employee or agent of the School System. Contractor understands and agrees that violation of these standards will result in termination of the contract and may result in ineligibility for future contract awards.

#### IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first

indicated above.

#### Wake County Board of Education

**Committee for Children** 

—Docusigned by: Stacy Wilson-Norman \_\_\_\_\_\_F1D3A518B0B145A... Dr. Stacey Wilson-Norman

Authorized Signature

Chief of Academics

Date

9/6/2023

Date

EXHIBIT A

# Wake County Public School System IFB #251-23-143 Socio-Emotional Learning (SEL) Curriculum

Due: August 22, 2022



2815 2<sup>nd</sup> Avenue, Suite 400 Seattle, Washington 98121-3207

Phone: (800) 634-4449 x1 / (206) 343-1223 Fax: (206) 343-1445 <u>cfchildren.org</u> | secondstep.org



Second Step Social-Emotional Learning Curricula

WAKE COUNTY PUBLIC SCHOOL SYSTEM	Invitation for Bid # 251-23-143		
1551 Rock Quarry Rd – Bldg. F	Proposals will be publicly opened: August 22, 2022 @2:00 PM ET		
Raleigh, NC 27610	Contract Type: Open Market		
<b>Refer <u>ALL</u> Inquiries to:</b> Petra Gooding Telephone No: 919-588-3456	Commodity: SOCIO-EMOTIONAL LEARNING (SEL) CURRICULUM		
E-Mail: bids-pgooding@wcpss.net	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM		

# NOTICE TO BIDDERS

Bids are subject to rejection unless submitted on this form. Failure to submit a bid in accordance with the instructions throughout this document shall constitute just cause to reject bid. See below for bid/proposal submitting instructions. Bids submitted via facsimile (FAX) machine or email in response to this Invitation for Bids <u>will not</u> be acceptable.

### **EXECUTION**

In compliance with this Invitation for Bid, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are quoted, at the prices set opposite each item within the time specified herein. Vendors are subject to immediate disqualification at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER: Committee for Children	FEDERAL ID OR SOCIAL SECURITY NO. 91-1188127			
STREET ADDRESS:	222	P.O. BOX:	ZIP:	
2815 Second Ave, Suite 400,		98121		
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO		
Seattle, WA 98121	206-343-1223	(800) 634-449 ext 1		
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT F	ROM ABOVE			
N/A				
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:			
Andrea Lovanhill, Chief Executive Officer	206-343-1445			
AUTHORIZED SIGNATURE:	E-MAIL:			
Handen Konghill 08/15/22		rfps@cfchildren.org		

Offer valid for 45 days from date of bid opening unless otherwise stated here: \_\_\_\_ days Prompt Payment Discount: \_\_\_\_\_ days\_\_\_\_ days\_

1 | Page

Attachment: A

### VENDOR INFORMATION SHEET

Company Name (include dba): Committee for Children Phone number: 800-634-4449 ext 1 Fax: 206-343-1445 E-mail: rfps@cfchildren.org					
Contact: Forrest Walter Corporate Office Address: 2815 Second Ave, Suite 400, Seattle, WA 98121					
Wake County Office Address (if different from Corporate): <u>N/A</u>					
Web Address: www.secondstep.org; www.cfchildren.org					
Length of time in business: <u>42 years</u> Number of permanent employees: <u>250</u>					
DOT #:(if applicable) MC License #:(if applicable)					
Insurance Contact: Shaneeka Tulloch Phone: 800-634-4449 ext 1					

The Wake County Public School System reserves the right to reject or disqualify any and all vendors, waive informalities and irregularities in the bid process, and to accept vendors, which are considered to be in the best interest of the School System.

#### MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION

Pursuant to WCPSS Board of Education policy and NC General Statutes, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Parties are required to complete the following information when submitting their response to this request:

Check all that apply:

- □ Minority Owned Business
- Woman Owned Business
- □ Small Business Enterprise

Yes, I certify that that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.

No, my company has not yet received HUB or MWBE certification but meet the above criteria.

\_ No, my company is not a minority, woman, or small business enterprise.

Vendor Signature: Auch Tuntahill

Date: 08/15/22

Print Name: Andrea Lovanhill, Chief Executive Officer

Issue Date 5/21/2022

#### Non Profit Insurance Program

#### Certificate of Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED	PROPERTY
Committee for Children	American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
2815 Second Avenue, Suite 400	······
Seattle, WA 98121	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO (LIABILITY IS SUBJECT TO A \$250,00	N1-A2-RL-0000013-13 00 SIR PAYABLE FROM PR	6/1/2022 OGRAM FUNDS)	6/1/2023	COMBINED SINGLE LIMIT ANNUAL POOL AGGREGATE	\$5,000,000 NONE
PROPERTY					
	N1-A2-RL-0000013-13	6/1/2022	6/1/2023	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	\$1,000,000 \$1,000,000
(PROPERTY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL	LIABILITY				
	N1-A3-RL-0000060-13	6/1/2022	6/1/2023	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
<b>DESCRIPTION OF OPERATIONS / LC</b>	DCATIONS / VEHICLES / SP	ECIAL ITEMS			

Regarding proposal for purchase of products, Wake County Board of Education, its agents, employees and Board members are named as Additional Insured regarding this proposal only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and non-contributory. Miscellaneous Professional Liability is included in the NPIP policy with a limit of \$5,000,000. Sexual Abuse and Molestation is included in the policy with a limit of \$2,000,000. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Wake County Board of Education 5625 Dillard Drive Cary, NC 27518	Quen Um



#### AMERICAN ALTERNATIVE INSURANCE COMPANY

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION (GENERAL LIABILITY)

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number	Endorsement Effective
N1-A2-RL-0000013-13	6/1/2022

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

#### This endorsement modifies insurance provided under the following:

### GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional Insured): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Wake County Board of Education 5625 Dillard Drive Cary, NC 27518

Regarding proposal for purchase of products, Wake County Board of Education, its agents, employees and Board members are named as Additional Insured regarding this proposal only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and non-contributory. Miscellaneous Professional Liability is included in the NPIP policy with a limit of \$5,000,000. Sexual Abuse and Molestation is included in the policy with a limit of \$2,000,000. Cyber Security and Privacy Liability is included in the policy with a limit of \$1,000,000. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury**, **Property Damage**, or **Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In performance of your ongoing operations; or
  - 2. In connection with your premises owned or rented to you.
- B. The Limits of Insurance applicable to the additional Insured are those specified in either the:
  - 1. Written contract or written agreement; or
  - 2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

# Wake County Public School System IFB #251-23-143 – Socio-Emotional Learning (SEL) Curriculum



Permanent Main Office Address: 2815 2<sup>nd</sup> Avenue, Suite 400 Seattle, Washington 98121-3207

Phone: (800) 634-4449 x1 / (206) 343-1223 Fax: (206) 343-1445 <u>cfchildren.org</u> | <u>secondstep.org</u>



# Second Step Social-Emotional Learning (SEL) Curriculum

# **Primary Contact:**

Forrest Walter Senior Education Partnerships Manager (800) 634-4449 x 6488 | (206) 438-6488 <u>fwalter@cfchildren.org</u>

Signature:

Name and Title: Andrea Lovanhill, Executive Director

Date:

Wake County Public School System IFB #251-23-143 – Socio-Emotional Learning (SEL) Curriculum



Permanent Main Office Address: 2815 2<sup>nd</sup> 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

Primary Contact: Forrest Walter Senior Education Partnerships Manager (800) 634-4449 x 6488 | (206) 438-6488 <u>fwalter@cfchildren.org</u>

Signature: Ander Korachiel

Name and Title: Andrea Lovanhill, Executive Director

Date: 08/15/22

© Committee for Children I Second Step ®



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# **Descriptive Literature/Certification**

# Vendor Profile

Committee for Children is a global 501(c)(3) nonprofit headquartered in Seattle, WA, focused on and dedicated to fostering the safety, well-being, and success of children for over 40 years. As the world's largest provider of research-based, social-emotional learning (SEL) curricula, and programs in- and out-of-school that prevent bullying and sexual abuse, Committee for Children is helping to create a just and peaceful world where children are thriving. Each year, Committee for Children's Second Step® family of programs reach 24.4 million students across 43,000 schools, and in more than 70 countries worldwide. This work is supported by the ~250 staff members dedicated to creating effective programs and meeting student and district needs, many of whom are former educators with a shared commitment to the mission and vision of Committee for Children.

# Vendor Experience

Committee for Children has long-term partnerships and wide-spread program implementation experience with schools and districts across the U.S., including large urban public school districts such as Los Angeles Unified School District as well as Chicago Public Schools. We have worked with LAUSD and Chicago Public Schools for close to two decades, serving diverse student needs and providing robust support for onboarding and program implementation over time. Committee for Children also has longterm partnerships with several other exceptionally large districts such as Hillsborough County and Orange County school districts in Florida. These districts range in size from 1,000 schools and 600,000 students to 200 schools with 205,000 students.

# **Technical Approach**

# Alignment with Wake County Public School System's Scope of Work

Second Step programs offer strong alignment with the needs outlined in Wake County Public School System's Scope of Work. Specifically, Second Step K-8 digital curricula are:

- Research-based and CASEL-aligned
- Developmentally appropriate, stand-alone programs
- Classroom tested and easy for counselors and classroom teachers to use
- Web-based with no software installation needed
- Responsive to bullying prevention with a curriculum focus in the Middle School program (a separate kit-based program for grades K-5 is also available and detailed on page 21)
- Responsive to the needs of teachers and counselors with embedded program training
- Promote the social-emotional development, safety and well-being of students grades K-8

- Accessible to all school staff in the building with a schoolwide license structure
- Straightforward in program administration, with a school contact (Site Administrator) that can be designated by a District Administrator (Setup Administrator)

Committee for Children has extensive experience providing stand-alone social-emotional learning curricula to districts and schools of all sizes, both around the country and the world. As a seasoned, respected provider of SEL curricula, working with Committee for Children offers:

- Demonstrated success with implementation and support across large, urban districts
- Dedicated team members that understand the District's unique needs
- Customized implementation planning
- Ongoing implementation, training, and technical support at no additional cost

More details about these features of Second Step programs and the robust implementation, training, and support offered by Committee for Children is outlined below.

### **Experience and CASEL Alignment**

Committee for Children has maintained multi-decade relationships with some of the largest districts in the country, as well as strong partnerships with other large, urban, and diverse districts, each with their own unique needs. As a result of our intensive experience, we understand the importance of the necessary planning, implementation, and ongoing technical and user support in order for a curriculum to be fully successful for students, counselors, classroom teachers, district leadership, and families. With our first social-emotional learning program introduced in 1985 we are now the largest provider of research-based social-emotional learning programs with almost four decades of experience.

Second Step programs are CASEL-aligned, designed to increase SEL competencies and positive outcomes in students and school staff, and are easy to teach, requiring little to no training for counselors of classroom teachers. Our CASEL + Second Step alignment chart reflects the recent updates to the CASEL framework in 2020 that adds emphasis on key settings outside of school and transformative SEL. Second Step programs have received endorsements from CASEL. Second Step<sup>®</sup> Elementary Digital is based on Second Step Elementary Classroom Kits, which are rated by CASEL as a SELect program: <u>Second Step Elementary - CASEL Program Guide</u>. Second Step<sup>®</sup> Middle School is based on the Second Step Middle School (2008) program, rated a CASEL SELect program: <u>Second Step</u>: <u>Middle School Curriculum - CASEL</u> <u>Program Guide</u>. CASEL and additional alignment charts for both programs can be found on our Alignments page: <u>Alignment Charts | Second Step</u>.

### Second Step<sup>®</sup> Digital Programs License Structure

Second Step K-8 digital programs include Second Step<sup>®</sup> Elementary Digital (K-5), and digital Second Step<sup>®</sup> Middle School (6-8). These programs offer modern, web-based curricula that are designed around the needs of students, counselors, and classroom teachers. Second Step digital programs are available as a schoolwide license, accessible for all classroom teachers and counselors within the school. Each 1-year, 3-year, or 5-year license aligns to a single school and provides all content for an unlimited number of staff in the building. Second Step Elementary Digital and digital Second Step Middle School are

offered as a convenient K-8 license for any configuration of grades K-8 on a campus. For ease of program use, a District Administrator can assign a contact (Site Administrator) for each school license.

### Potential to Expand to Grades 9-12

Committee for Children is currently researching and developing a social-emotional learning (SEL) program for high school students. Today, our Second Step<sup>®</sup> family of programs includes curricula for Early Learning–Grade 8, as well as a program for adults. Now we're exploring the most effective way to support students' social-emotional development during their high school years.

# **Embedded Professional Development, Implementation Management, and Ongoing Support**

Counselors and Classroom teachers receive scaffolded support through included program training, access to on-going technical support, and embedded resources for teaching the curriculum and meeting unique students' needs, including lesson-scripting, lesson plans, and lesson presentations; an online dashboard for digital programs; student handouts; *Prep and Extend* and *Advisory Activities*; lesson media; classroom management and teaching strategies, and more. A full outline of included resources is included with the description of each Second Step program detailed in this bid response, pages 15-21.

In addition to Committee for Children's proven track record of providing impactful social-emotional learning curricula, we couple our programs with customized project management lead by dedicated and experienced staff that is included in the cost of the program. We offer collaborative implementation planning with ongoing, knowledgeable post-onboarding support. Dedicated Education Partnerships team members will work with Wake County Public School System leadership, including a Senior Education Partnerships Manager and Regional Manager, who are supported by the Director of Education Partnerships and the Education Partnerships Development Manager. Combined, these staff members bring over 22 years of experience with Committee for Children and Second Step programs, strengthened with previous experience in teaching, after school programs, client management, and sales support for global companies.

Further, a dedicated Success Manager and additional support staff are available for ongoing implementation, technical, and user support.

### **Embedded Professional Development**

Professional development is integrated into Second Step programs year over year, 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 <u>www.secondstep.org</u>. Training is addressed in two ways:

1) An included, fully comprehensive set of training and implementation resources within the program, and

 A customized train-the-trainer and program user training work plan, created in consultation with dedicated Committee for Children team member, Forrest Walter, Senior Education Partnerships Manager, as part of Wake County Public School System's unique implementation plan

### Ease and Flexibility

The programs are designed for ease of use, enabling counselors and classroom teachers 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) supplemental material available on secondstep.org
  - Mind Yeti (mindfulness practices for Elementary students)
  - Advisory Activities (Middle School)

Districts and schools that use the Bullying Prevention Unit have additional material that can be used to customize lessons in the classroom.

### Training, Community, and Reflection

Counselors and classroom teachers have access to:

- Training webinars on a variety of topics, such as Executive Functioning, Engaging Families, and Program Implementation
- Two Second Step® Facebook groups, actively supported by a tenured staff member
- The *Grow Kinder* podcast, featuring education thought leaders discussing ways that socialemotional learning can address current challenges

### **Creating Space for Student and Teacher Connection**

Second Step curricula are counselor and classroom teacher-led and use interactive lesson content and Performance Tasks to ensure that students and staff remain connected throughout the program. Counselors and classroom teachers 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.

### **Implementation Plan**

Committee for Children's Implementation Plan with Wake County Public School System has three phases that address the full scope of needs for effectively teaching Second Step programs in the classroom. 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 and oversee the rollout of program training. Finally, staff will facilitate the District's use of Second Step in the classroom, and maintain strong technical and teaching support. Phase 1: Implementation Planning and Technical Integration

**Phase 2**: Program Training

Phase 3: Classroom Use and Ongoing Support

Below is a sample outline for implementation and training for Wake County Public School System:

Phase	Timeframe	Duration	Function
1	Upon Award	1 hour	Kick-off Meeting with District Leaders
1	September	1.5 hours	Second Step Program Orientation for District Leaders
1	September	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
1	September	1 hour	Training Plan Meeting: Customized Plan for Implementation
			Leads and Educators
2	Fall	1 hour	Train-the-Trainer Sessions + Training Webinars
			Principal/SEL Implementation Lead Webinars
			Program Users
2	<b>F</b> - U	1	Outer Office Have fan District Lands
2	Fall	1 hour	Open Office Hours for District Leads
2	Fall	1 hour	Cross-department Implementation Meeting
	- U		(ex. Elementary and Secondary District Leads)
2	Fall	1 hour	Follow-up License Administration Support and Integration
			Meeting if needed
3	Winter	1 hour	Office Hours for District Leads
3	Winter	1 hour	Follow-up Cross-department Implementation Meeting (ex.
			Elementary and Secondary District Leads), if needed
3	Winter	0.5 hour	14-Day Usage Plan Check-in
3	Winter	0.5 hour	Monthly Usage Check-ins, and as requested going forward
3	Monthly	1 hour	Open Office Hours for District Leads
		each	Webinar Trainings

### Deliverables

Project deliverables include:

- Second Step<sup>®</sup> curricula for students K-8
- Comprehensive Implementation Plan
- District Leadership, Site Leader, and User Training
- Program Usage Assessment
- Ongoing Technical Support
- Asynchronous professional development resources

### **Included Implementation Guides and Supports**

**Program Roll-Out Decision Guide:** A rubric for leadership to assess what implementation and program(s) are the best fit for district and school needs.

### Implementation Snapshot: Online

Implementation Snapshots and videos in the Principal Toolkit break down implementation tasks and goals chronologically by season and by role within the school community.

**SEL Leadership Team Checklist:** Also available in the Principal Toolkit, this checklist helps school leadership monitor the progress and completion of their most important implementation tasks throughout the year.



**Staff Overview Presentation:** This presentation helps orient school staff to the components, expectations, and goals of the Second Step program and is customizable to each district's needs, including varying levels of program familiarity.

### **Program Training:**

- 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

### District Level Training and Support:

- 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

### Additional Support:

- Implementation Support: Resources for bringing Second Step programs into schools and classrooms
- Bullying Prevention resources <u>Captain</u> <u>Compassion</u>
- Child Protection resources at <u>HotChocolateTalk.org</u>
- <u>Anti-racism and Anti-</u> <u>bias Resource webpage</u> and alignment with Learning for Justice to address diversity, equity, and inclusion

### **Ongoing Support**

Our Client Success and Support Team maintains the integrity of Committee for Children's mission by offering exceptional program user experiences. With an impressive breadth and depth of experience in customer service and classroom instruction, our team delivers solutions. Success Managers work directly with school building teams to proactively plan, provide kick-off training orientations,

principal support, and check-in on progress throughout the school year to be sure everyone feels supported and successful. Committee for Children's 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.

## **Second Step® Program Features**

### **Research-Based**

Our research-based Second Step K-8 digital programs are grounded in our evidence-based Elementary (K-5) and Middle School (6-8) curricula. For the Elementary Digital (K-5) program, our Research Summary and Review of Research contain a full discussion of the studies behind the content and structure of the curriculum. Further below is a discussion of the evidence-base for the Elementary Classroom Kit (K-5) program, on which the new digital program is based.

Second Step Elementary Digital (K-5) Research Summary I Second Step Elementary Digital (K-5) Review of Research

### Second Step<sup>®</sup> 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 (4<sup>th</sup> 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 socialemotional skills, signaling a need to extend social-emotional learning through the summer.

### Second Step<sup>®</sup> Middle School Digital (6-8)

The digital Second Step Middle School curriculum is based on, and aligned to, the original print version of the program, and has been updated with best practices from current research findings. An overview of the research that guides the content and structure of this program can be found in our <u>Review of Research</u>. Details about the foundational, evidence-based program are outlined below.

### 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 had better relationships with both students and peers, there were fewer disciplinary problems, and students felt a greater sense of belonging and connectedness.

### Second Step<sup>®</sup> Bullying Prevention Unit (K-5)

For over 40 years, Committee for Children has developed curricula, training, and other resources for educators to create safe learning environments. Our tradition of creating these high-quality Second Step® programs that work well across a wide variety of educational settings began with Committee for Children's focus on protecting children from abuse. Today, our research-based Bullying Prevent Unit curriculum been used by Districts since 2015.

- Second Step<sup>®</sup> Bullying Prevention Unit (K-5) is based on best practices according to current, reliable research in the field. Learn more in the <u>Bullying Prevention Unit Research Summary</u>.
- Read our white paper: Effective Bullying Prevention Begins with SEL.

### **Developmentally Appropriate**

Second Step<sup>®</sup> 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 social-emotional competencies over time. Specifically, our 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. Find more on the detailed <u>K-8</u> digital programs Scope and Sequence.

### **Meets Diverse Student Learning Needs**

In consideration of diverse learning needs, Second Step Elementary Digital and digital Second Step Middle School are designed as Tier 1 universal classroom-based programs, with some schools also using 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 order to improve video accessibility, Committee for Children has added extended audio descriptions and transcripts to all lesson videos for Second Step Elementary Digital and Second Step Middle School for the 2022-23 school year.

Additionally, the Second Step family of programs is a complement to many other frameworks that support students at every tier such as <u>MTSS/PBIS</u>, <u>Trauma-Informed Practices</u>, <u>Restorative Practices</u>; all alignment information can be found at: <u>www.secondstep.org/alignment-charts</u>.

### Meets the Needs of a Diverse Student Body

Second Step K-8 digital programs present a broad range of diversity in the stories, images, and media that we have created for the program, and have no religious orientation. 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.

Second Step curricula are created by Committee for Children instructional designers on our Product Teams, whose work is informed by our Research Team, field-testing in the classroom, user feedback,

and Advisory Groups. Members of our Product and Research Teams are frequently Masters and PhD level professionals, with backgrounds primarily in the education, design, and/or equity and accessibility.

Second Step<sup>®</sup> 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:

- Elevating school connectedness and belonging
- Cultivating a sense of community

Committee for Children understands the benefits of language inclusivity to make the life skills lessons of social-emotional learning accessible to students and families of all different backgrounds. Second Step Elementary Digital lesson plans, student handouts, posters, and presentations are available in Spanish, and program media is dubbed in Spanish. Family communications are also available in Spanish. All lesson materials for Units 1-3 are now available in Spanish in digital Second Step Middle School. This includes lesson presentations, lesson media, lesson plans, and student handouts. Spanish-language lesson materials for Unit 4 will be available by Fall 2022.

Additionally, family communications (Program Overview, Open House materials, and weekly Family Letters) are also available in Arabic, Chinese-simplified and traditional, Haitian-Creole, Hmong, Korean, Russian, Somali, Tagalog, and Vietnamese. These languages, combined with Spanish and English, represent the eleven most common languages spoken in the United States.

### Materials and Resources to Support School and Family Connections

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 each program description, *Engaging Families* sections below, 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<sup>™</sup>, our free podcast created to help kids and families tackle the big feelings that come with growing up; Captain Compassion<sup>®</sup> Comics, our antibullying superhero that addresses the challenging topic of bullying in an accessible way; Hot Chocolate Talk<sup>®</sup> Campaign, to help parents talk to their children about sexual abuse; and <u>ParenTeenConnect.org</u> helps parents talk with their children about common adolescent issues such as independence, screen time, responsibility and communication.

### **Bullying Prevention**

Second Step Middle School digital's *Unit 2: Recognizing Bullying and Harassment*, teaches students tools to recognize and respond safely to both in-person and online bullying. 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.

The Second Step Bullying Prevention Unit (K-5) includes award-winning lesson videos (CINE Golden Eagle Award 2014; The Telly Awards Bronze Winner 2014) that are available to stream or play from a DVD. With the help of acclaimed author Trudy Ludwig, engaging live action and animated videos are woven into every lesson. The program is described more fully on page 21.



In addition to the Second Step Bullying Prevention Unit,

Committee for Children also provides a free comic series about bullying prevention called Captain Compassion<sup>®</sup>, featuring an anti-bullying superhero who addresses the challenging topic of bullying in an accessible way. This <u>bullying prevention informational webpage</u> also features videos and other resources for parents to learn about bullying prevention and what to do if their child witnesses bullying, was bullied, or was bullying.

### Formative Assessment and Reflection Activities

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<sup>®</sup> Elementary Digital includes *Prep & Extend* resources as part of the embedded Program Supports, helping educators link social-emotional learning and Second Step lessons to other parts of the school day. Within the *Using Skills Everyday* section, educators will find activities that use the Anticipate, Reinforce, Reflect process. These activities help students identify when they might use a skill (Anticipate), provide educators ways to Reinforce students' skills (Notice, Model, Remind), and offer ways that educators can guide students' reflection on SEL competencies they're learning (Reflect). Second Step Elementary Digital and digital Second Step Middle School each offer Performance Tasks at the end of each Unit, enabling educators to assess student progress in both summative and formative ways.

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: <a href="http://www.secondstep.org/student-assessment">www.secondstep.org/student-assessment</a>. 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.

## **Monthly Usage Reports**

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 Clever for teacher/administrator logins. Our programs do not collect student data of any kind.

## **Overview of Second Step® Programs**

Detailed in this section is information about the content and structure of digital Second Step<sup>®</sup> programs, outlining their alignment with the requirements outlined in Wake County Public School System's IFB for Socio-Emotional Learning (SEL) Curriculum.

## Second Step<sup>®</sup> 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), Second Step Elementary Digital (released in March 2021) and digital Second Step Middle School (updated 2020) 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 include 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.

### **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 <u>Elementary (K-5)</u>, <u>Middle</u> <u>School</u> and ASCA Mindsets and Behaviors.

These 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.

# Second Step<sup>®</sup> Elementary Digital (K-5)

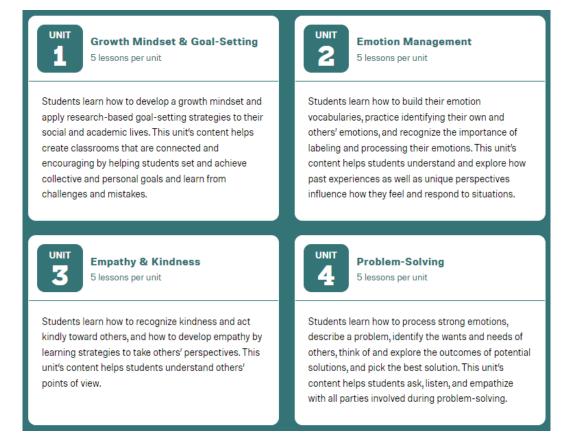
Second Step<sup>®</sup> Elementary Digital is a modern, web-based program that includes original, up-to-date content, and engaging media. The program is grounded in research from developmental psychology, pedagogical best practices, and principles of instructional design to help ensure the skills and 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	Once per week	7-10 minutes daily	Performance Tasks
5 Lessons in each	K-Gr 1: 15-20 min	Brain Builders;	close each unit with
20 Lessons total	Gr 2-3: 20-25 min	Prep and Extend Activities;	student skills practice
	Gr 4-5: 25-30 min	Extension Activities (Fall 2022);	
		Mind Yeti mindfulness sessions	

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 in each unit is a *Performance Task*, which requires students to apply and demonstrate what they have learned.



### 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.

	callenging Behaviors class rules, it can be difficult to know the right thing to do, especially when you're trying so stops to respond appropriately:
emotion-management strategy that in students see you using social-emotio • Child check: It might be necessary to Ask yourself: "What am I assuming a	to that you can respond to a shuden't behavior in a supportune way. Discose an encircle strong using both setting indirecting you budge that you can be obtained in all With and denotes - hereappeared to they all learns to solar these solits inframe the student's behavior as you can uncharacting which the setting is locat the short of White is the student context of which perspective II" Thating of the beaution that is an exceeding them can thelp you respond appropriately and used Maming an Subporting Frame
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Early Lea	Dashboard	<b>1</b> es 6-8	
	n <b>d Step<sup>®</sup> Elementar</b> TE A CLASS	y Digital Program	
My Class	ses		
grade 2	Second-Grade Squirrels 4/22 Lessons Complete	Program Training <ul> <li>Start Training</li> </ul>	

- 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 socialemotional 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.

	Evaluate, Monitor, and Reinforce List and management of a material graphic state of the state of
	Evaluate Your Progress Example chains of anthe symposium of Second Day? Example en Alterna
A	Monitor Your School's Implementation Search and the Desarg representation (production) of Marticle Sciences and consider the Arr memory
	Reinforce Skills 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

### Sample Lessons



Second Step Elementary Digital sample lessons, scope and sequence, review of research, and more at www.secondstep.org/elementary-school-curriculum-digital-program

## Second Step<sup>®</sup> Middle School (6-8)

Released in 2017 and updated for fall 2021, the <u>research-based</u> Second Step<sup>®</sup> 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 program 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 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	Performance Tasks close each unit with student skills practice

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 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, <u>ParenTeenConnect.org</u>, 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

### Sample Lessons

**Second Step® Middle School** sample lessons, program scope and sequence, review of research, and much more can be found at <u>www.secondstep.org/middle-school-curriculum</u>

## **Complementary Program for Second Step® Elementary Digital (K-5)**

### **Bullying Prevention Unit (K-5)**

The Second Step Bullying Prevention Unit is a research-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 <u>http://www.secondstep.org/bullying-prevention</u>



## **Customer References**

References for Second Step<sup>®</sup> programs and the services offered by Committee for Children are listed below. Please note that we do not release the cost of a project with a district. Of course, Wake County Public School System is welcome to inquire about all aspects of a district's partnership with Committee for Children and their use of Second Step curricula.

### Hillsborough County School District, Florida

### Scope of Project

Districtwide implementation of Second Step Elementary Digital (K-5) for all elementary schools, with the majority of middle schools utilizing digital Second Step Middle School using the combined Second Step K-8 Digital license subscription. The District purchased one set of Bullying Prevention Unit kits for all 125 K-5 school sites. The District previously used Second Step Elementary (K-5) classroom kits.

First Recorded Sale: 7/22/2011

Furthest License Expiration Date: 7/31/2026

Contact Person: Elizabeth Tanner, Emotional Wellness Supervisor

Email: elizabeth.tanner@hcps.net

**Phone Number:** 813- 273-7192

### Atlanta Public Schools, Georgia

### **Scope of Project**

Districtwide implementation of Second Step K-8 Digital, with 50 licenses across the District . Atlanta Public Schools also use the Bullying Prevention Units and Child Protection Units through a Georgia grant. First Recorded Sale: 8/2/2013 Furthest License Expiration Date: 8/30/2026 Contact Person: Rose Prejean-Harris, Director of SEL Email: rose.prejean@atlanta.k12.ga.us Phone Number: 405-802-1656

### Winston-Salem/Forsyth County Schools, North Carolina

### Scope of Project

Districtwide elementary implementation with Second Step Elementary Digital (K-5) at all 45 elementary schools this year after a successful pilot at 20 elementary schools last year. The District has also been utilizing Second Step Elementary (K-5) classroom kits and Second Step Early Learning (PreK) classroom kits for years.

First Recorded Sale: 8/2/2013 Furthest License Expiration Date: 7/31/2023 Contact Person: LaTrayl Adams, Director of SEL Email: Inadams@wsfcs.k12.nc.us Phone Number: 336-727-2816

# **Delivery**

Second Step<sup>®</sup> programs are available within 3-10 days of purchase.

## Warranty

If you are not completely satisfied, we accept returns or exchanges of items in resale condition up to ninety (90) days from the invoice date for a refund of the purchase price (not including shipping and handling). For individual or schoolwide one-, three-, and five-year Second Step K-8 Digital subscriptions, we accept cancellations up to ninety (90) days from the invoice date for a refund of the purchase price.

## Addendum Acknowledgement

Addendum #1, released on August 17, 2022, was received and reviewed by Committee for Children as part of the official bid package for Wake County Public School System IFB #251-23-143 – Socio-Emotional Learning (SEL) Curriculum.

## **Trial Program Access**

Committee for Children's Second Step K-8 digital curricula licenses include access to Second Step Elementary Digital (K-5) and digital Second Step Middle School (6-8). Our programs function with a user log-in; we have sent a trial license to you for your review and consideration, to the email <u>bids-pgooding@wcpss.net</u>, for Petra Gooding, per the IFB. We can set up access for additional email addresses if needed, to ensure you are able to do a full review of our programs.

If the trial access 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 see access once you go to your 'Dashboard.' If you would like to share this license amongst other stakeholders in the district, you can 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-Whatdoes-that-mean-. If any additional assistance is needed, please reach out to ensure that all individuals reviewing materials have the access they require.

## **Price Proposal**

### Second Step<sup>®</sup> K-8 Digital Programs

As a convenience to elementary and middle schools, the Second Step Elementary Digital and the digital Second Step Middle School programs are purchased as a K-8 schoolwide license. 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.

There are recurring costs for license renewals at the end of the license subscription, but no recurring cost for kits (Second Step Bullying Prevention Unit). License renewals follow the same prices as those outlined in this chart.

### Discounts

Committee for Children offers a 10% discount on orders of \$10,000 or more. Bundled pricing may be available when combining programs in a single purchase.

### Second Step® Bullying Prevention Unit

Kits are available for purchase as a bundled kit and by classroom. To the right is a snapshot of pricing options for Second Step Bullying Prevention Unit materials. Our complete Second Step Price List can be found <u>here</u>.

ARE YOU PURCHASING FOR MULTIPLE SCHOOLS?

### Second Step<sup>®</sup> Programs for Grades K-8 Multisite Pricing

1 Year 904101	3 Years 904103	5 Years 904105	
	Save 15%	Save 25%	
\$2,329	\$5,939	\$8,733	
\$2,239	\$5,710	\$8,397	
\$2,159	\$5,505	\$8,096	
\$2,089	\$5,326	\$7,832	
	904101 \$2,329 \$2,239 \$2,159	904101         904103           Save 15%           \$2,329         \$5,939           \$2,239         \$5,710           \$2,159         \$5,505	

approximately

### Second Step<sup>\*</sup> Bullying Prevention Unit (BPU)

200099	Grades K, 1, 2, 3, 4, and 5 BPU lesson notebooks and staff training bundle	(save \$125)	\$1129
200000	Kindergarten BPU lesson notebook and staff train	ning	\$209
200001	Grade 1 BPU lesson notebook and staff training		\$209
200002	Grade 2 BPU lesson notebook and staff training		\$209
200003	Grade 3 BPU lesson notebook and staff training		\$209
200004	Grade 4 BPU lesson notebook and staff training		\$209
200005	Grade 5 BPU lesson notebook and staff training		\$209
206000	Grades K-5 BPU poster set (2 posters)		\$17
202010	Spanish Kindergarten BPU lesson DVD		\$28
202011	Spanish Grade 1 BPU lesson DVD		\$28
202012	Spanish Grade 2 BPU lesson DVD		\$28
202013	Spanish Grade 3 BPU lesson DVD		\$28

1-Year License		3-Year License*		
122 Bullying Prevention Unit Bundles	\$137,738.00	122 Bullying Prevention Unit Bundles	\$137,738.00	
166 Second Step K-8 Digital 1-year License Subscriptions	\$346,774.00	166 Second Step K-8 Digital 3-year License Subscriptions	\$884,116.00	
Subtotal	\$484,512.00	Subtotal	\$1,021,854.00	
10% Volume Discount	(\$48,451.20)	10% Volume Discount	(\$102,185.40)	
Shipping & Handling	\$0.00	Shipping & Handling	\$0.00	
Sales Tax	\$31,614.40	Sales Tax	\$66,675.97	
Grand Total	\$467,675.20	Grand Total	\$986,344.57	

### **Two Fee Options for Full Adoption**

\*Multi-year license subscription payments are made as a single purchase at the beginning of/prior to the license subscription term.

Help -



Programs -

Learn More **•** 

Purchase 🔻

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Last Updated: November 2017

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Telephone Number of Designated Agent: 206-438-6318

Email Address of Designated Agent: mbrodd@cfchildren.org

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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 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

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# **License Agreements**

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Issue Date 5/22/2023

### **Non Profit Insurance Program**

### Certificate of Coverage

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVEYS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGRATION IS WAIVED, subject to the terms and conditions of the policy, certain coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY American Alternative Insurance Corporation, et al. AUTOMOBILE LIABILITY American Alternative Insurance Corporation, et al.
INSURED	PROPERTY
Committee for Children	American Alternative Insurance Corporation, et al. MISCELLANEOUS PROFESSIONAL LIABILITY Princeton Excess and Surplus Lines Insurance Company
2815 Second Avenue, Suite 400	······
Seattle, WA 98121	
COVERAGES	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	N1-A2-RL-0000013-13	6/1/2023	6/1/2024	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,00	00 SIR PAYABLE FROM PR	OGRAM FUNDS)		ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	N1-A2-RL-0000013-13	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,00	00 SIR PAYABLE FROM PR	OGRAM FUNDS)		ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	N1-A2-RL-0000013-13	6/1/2023	6/1/2024	ALL RISK PER OCC EXCL EQ & FL	\$75,000,000
				EARTHQUAKE PER OCC	\$1,000,000
				FLOOD PER OCC	\$1,000,000
(PROPERTY IS SUBJECT TO A \$250	0,000 SIR PAYABLE FROM F	PROGRAM FUNDS	5)	ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL	LIABILITY				
	N1-A3-RL-0000060-13	6/1/2023	6/1/2024	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$250,0	00 SIR PAYABLE FROM PR	OGRAM FUNDS)		ANNUAL POOL AGGREGATE	\$40,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					

Regarding quote for IFB #251-23-143 – Socio-Emotional Learning (SEL) Curriculum. Wake County Board of Education, its agents, employees and Board members are named as Additional Insured regarding this proposal only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and noncontributory. Sexual Abuse and Molestation is included in the policy with a limit of \$2,000,000. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
Wake County Board of Education 5625 Dillard Drive Cary, NC 27518	Quen les



### AMERICAN ALTERNATIVE INSURANCE COMPANY

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION (GENERAL LIABILITY)

Named Insured Non Profit Insurance Program (NPIP)	
Policy Number	Endorsement Effective
N1-A2-RL-0000013-13	6/1/2022

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

### This endorsement modifies insurance provided under the following:

### GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional Insured): As Per Schedule on file with Clear Risk Solutions, Underwriting Administrator

Wake County Board of Education 5625 Dillard Drive Cary, NC 27518

Regarding quote for IFB #251-23-143 – Socio-Emotional Learning (SEL) Curriculum. Wake County Board of Education, its agents, employees and Board members are named as Additional Insured regarding this proposal only and are subject to policy terms, conditions, and exclusions. Additional Insured endorsement is attached. The NPIP retained limit is primary and noncontributory. Sexual Abuse and Molestation is included in the policy with a limit of \$2,000,000. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- A. With respects to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the Person or Organization shown in the above Schedule. Such Person or Organization is an **Insured** only with respect to liability for **Bodily Injury**, **Property Damage**, or **Personal and Advertising Injury** caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In performance of your ongoing operations; or
  - 2. In connection with your premises owned or rented to you.
- B. The Limits of Insurance applicable to the additional Insured are those specified in either the:
  - 1. Written contract or written agreement; or
  - 2. Declarations for this policy,

whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

PURCHASING



1551 ROCK QUARRY ROAD RALEIGH, NC 27610 phone: 919.588.3456

July 25, 2023

## RE: RFP #251-23-143 – BID EXTENSION NOTIFICATION

Dear Committee for Children,

The Wake County Public School System has elected to extend the award of the Socio-Emotional Learning (SEL) Curriculum as described in RFP #251-23-143 for an additional one-year period. All terms and conditions will remain the same as the original award letter dated 8/31/22.

Any questions may be directed to your contacts at the Counseling & Student Services department.

Sincerely,

Petra Gooding Purchasing Manager/P-Card Administrator pgooding@wcpss.net (919) 588-3456

WEBSITE: WWW.WCPSS.NET

# DocuSic

### **Certificate Of Completion**

Envelope Id: C028816298DC43D98CF0AB4F0F80C9D8 Status: Sent Subject: Please DocuSign: BOE 09/19/2023 Committee for Children(Second Step)\_Counseling and Student Services Source Envelope: Document Pages: 84 Signatures: 8 Certificate Pages: 8 Initials: 9

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### **Record Tracking**

Status: Original 8/9/2023 1:06:47 PM Security Appliance Status: Connected Storage Appliance Status: Connected

### Signer Events

Susan Barrier sbarrier@wcpss.net

**Fiscal Administrator** 

Wake County Public School System

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** Not Offered via DocuSign

Crystal Reardon creardon2@wcpss.net Director of Counseling Security Level: Email, Account Authentication (None)

### **Electronic Record and Signature Disclosure:** Accepted: 9/6/2023 5:08:04 PM

ID: c52f8ad8-9b4d-4dab-ae6a-8f6ba74edf0d

Marrius Pettiford

mpettiford@wcpss.net

Senior Director

WCPSS

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** Not Offered via DocuSign

Stacey Wilson-Norman swilsonnorman@wcpss.net

Chief Academic Advancement officer

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** Accepted: 9/6/2023 7:07:23 PM ID: 5443bd07-5d32-4055-af59-e609d6e4bdaa Holder: Crystal Lewis clewis3@wcpss.net Pool: StateLocal Pool: Wake County Public School System

### Signature DS SB

Signature Adoption: Pre-selected Style Using IP Address: 152.26.89.222

(rystal Reardon DB2E68E76E40E

Signature Adoption: Pre-selected Style Using IP Address: 98.26.113.213

Sent: 9/6/2023 4:49:33 PM Viewed: 9/6/2023 5:08:04 PM Signed: 9/6/2023 5:08:53 PM

Sent: 9/6/2023 5:08:58 PM Viewed: 9/6/2023 5:23:31 PM Signed: 9/6/2023 5:24:31 PM

Sent: 9/6/2023 5:24:36 PM Viewed: 9/6/2023 7:07:23 PM Signed: 9/6/2023 7:08:07 PM

DocuSigned by Marrius Pettilord 3E243D9E7AE64EA

Signature Adoption: Pre-selected Style Using IP Address: 174.210.77.252 Signed using mobile

DocuSigned by: Stacey Wilson-Norman F1D3A518B0B145A

Signature Adoption: Pre-selected Style Using IP Address: 152.26.89.216

Envelope Originator: **Crystal Lewis** 5625 Dillard Drive Cary, NC 27518 clewis3@wcpss.net IP Address: 152.26.89.213

Location: DocuSign

Location: DocuSign

### Timestamp

Sent: 9/6/2023 4:49:00 PM Viewed: 9/6/2023 4:49:23 PM Signed: 9/6/2023 4:49:28 PM

### Signer Events

Petra Gooding docusign-routing@wcpss.net Buyer WCPSS Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** Not Offered via DocuSign

### Processing Technician

docusign-processing@wcpss.net

Security Level: Email, Account Authentication (None)

### **Electronic Record and Signature Disclosure:**

Accepted: 9/7/2023 2:50:43 PM ID: b02025e1-6009-4383-97bf-b6b0255e0fb8

Susan Barrier

sbarrier@wcpss.net

**Fiscal Administrator** 

Wake County Public School System

Security Level: Email, Account Authentication (None)

#### **Electronic Record and Signature Disclosure:** Not Offered via DocuSign

**David Neter** 

dneter@wcpss.net

Chief Business Officer

Wake County Public School System

Security Level: Email, Account Authentication (None)

### **Electronic Record and Signature Disclosure:** Not Offered via DocuSign

Trisha C. Posey

tposey@wcpss.net **Finance Officer** Wake County Public School System

Security Level: Email, Account Authentication (None)

#### **Electronic Record and Signature Disclosure:** Accepted: 6/23/2022 10:46:18 PM ID: 2457bd94-9e86-417f-9d10-308557e7f4da

g cecil Bell

gbell@wcpss.net

Risk Management Sr. Director

Wake County Public School System

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** Not Offered via DocuSign

### Signature

PG

Signature Adoption: Pre-selected Style Using IP Address: 152.26.89.214

## Completed

Using IP Address: 152.26.89.237

# SB

ÐΝ

Signature Adoption: Pre-selected Style Using IP Address: 152.26.89.222

Viewed: 9/11/2023 12:07:30 PM Signed: 9/11/2023 12:07:43 PM Signature Adoption: Pre-selected Style

> Sent: 9/7/2023 2:58:32 PM Viewed: 9/7/2023 7:36:33 PM Signed: 9/7/2023 7:41:32 PM

Timestamp

Sent: 9/6/2023 7:08:12 PM

Sent: 9/7/2023 8:28:36 AM

Sent: 9/7/2023 2:51:29 PM

Sent: 9/7/2023 2:58:32 PM

Viewed: 9/7/2023 2:56:12 PM Signed: 9/7/2023 2:58:26 PM

Viewed: 9/7/2023 8:36:34 AM

Signed: 9/7/2023 2:51:23 PM

Viewed: 9/7/2023 8:13:18 AM Signed: 9/7/2023 8:28:31 AM

Sent: 9/7/2023 2:58:33 PM Viewed: 9/8/2023 8:47:41 AM Signed: 9/11/2023 9:11:18 AM Freeform Signing

# DocuSigned by:





DocuSigned by:

Inioha C. Beer

39A60A864925435.

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Using IP Address: 76.182.82.54

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Using IP Address: 174.216.3.20

Signature Adoption: Uploaded Signature Image

Signer Events	Signature	Timestamp
Susan Barrier		
sbarrier@wcpss.net		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dr. Stacey Wilson-Norman		
swilsonnorman@wcpss.net		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 9/8/2023 4:58:19 PM ID: 3af65ce8-ce94-40e3-851f-9719cb24afc5		
Forrest Walter		
fwalter@cfcchildren.org		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Contract Filing		
contracts@wcpss.net		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 9/8/2023 4:48:56 PM ID: 447b450a-f806-41b6-a52c-fa6fc587ceac		
In Person Signer Events	Signature	Timestamp
In Person Signing Host: Susan Barrier sbarrier@wcpss.net		
In Person Signer: Lindsay Mahaffey		
Security Level: In Person		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Editor Delivery Events	Status	Timestamp
Susan Barrier		Sent: 8/9/2023 1:49:06 PM
sbarrier@wcpss.net	VIEWED	Viewed: 8/9/2023 4:11:21 PM
Fiscal Administrator		Completed: 9/6/2023 4:48:59 PM
Wake County Public School System	Using IP Address: 152.26.89.228	
Security Level: Email, Account Authentication (None)	-	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Susan Barrier		
sbarrier@wcpss.net		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events		
	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Susan Barrier		Sent: 9/11/2023 12:07:51 PM
sbarrier@wcpss.net		
Fiscal Administrator		
Wake County Public School System		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marrius Pettiford		
mpettiford@wcpss.net		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carbon Copy Events	Status	Timestamp
Purchasing file		
purchasing@wcpss.net		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 8/18/2023 12:50:29 PM ID: f040de90-ce0f-468b-9837-b0c6fba1a0f8		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	9/6/2023 4:49:00 PM
Envelope Updated	Security Checked	9/6/2023 4:49:00 PM
Envelope Updated	Security Checked	9/6/2023 5:06:09 PM
Envelope Updated	Security Checked	9/6/2023 5:06:09 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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