



Board Member Budget Questions

January 28, 2016

Please find the following documents attached:

1. Effective School Solutions – Contract, dated June 25, 2015
2. Budgeted vs. Actual – Degree Changes (reference page 74)
3. IReady – Terms and Conditions of Use, Data Handling Statement
4. STAR – Frequently Asked Questions re Student Information
5. School Playground Back-up Information
6. Professional Technical Services, as of December 31, 2015
7. Legal Fees – Encumbered and Paid, as of December 31, 2015

AGREEMENT

This Agreement made this 25 day of June, 2015 between Effective School Solutions, LLC which has offices located at 24 Deforest Ave, Suite 310, Summit, New Jersey 07901 (hereinafter referred to as "Effective School Solutions"), and the Fairfield Board of Education, which has offices located at 501 Kings Highway East Fairfield, CT 06825 (hereinafter referred to as the "Board of Education") (sometimes hereinafter, collectively, "the parties").

WHEREAS, Effective School Solutions provides therapeutic mental health services through licensed professionals to students in public school districts; and

WHEREAS, the Board of Education is desirous of procuring such services from Effective School Solutions for students enrolled at Fairfield Ludlowe High School, Fairfield Warde High School and The Walter Fitzgerald Campus (hereinafter referred collectively as the "School"); and

WHEREAS, Effective School Solutions and the Board of Education are desirous of entering into a contract for the provision of therapeutic mental health services for the 2015-2016 school year; and

WHEREAS, the Board of Education has the requisite legal authority to enter into an agreement to procure mental health services from Effective School Solutions.

NOW THEREFORE, based on the foregoing recitals, and in consideration of the mutual promises and covenants of the parties set forth below, the parties agree as follows:

1. Effective School Solutions shall provide the services of five (5) full-time Connecticut licensed mental health professionals who are trained and experienced in adolescent psychiatric treatment and employed by Effective School Solutions ("the mental health professionals" or "Effective School Solutions staff"). The mental health professionals shall work under the direction and supervision of a regional director employed by Effective School Solutions, and in cooperation with staff designated by the School. The mental health professionals, including the regional director, shall be employed by Effective School Solutions and shall not be employed by the Board of Education, and Effective School Solutions shall be solely responsible for compliance with all state and federal laws pertaining to their employees and the

payment and withholding of all applicable wages and taxes. Effective School Solutions shall not discriminate in its hiring of its employees or agents or its treatment of students or staff on the basis of race, gender, ethnic background, religion, sexual orientation, gender identity, disability, age, or on any other basis prohibited by state or federal law. Effective School Solutions shall be considered an independent contractor for all purposes, and nothing in this Agreement shall be deemed to make the parties partners of joint ventures or to make either party the employer or employee of the other. Two (2) such professionals shall be assigned to Fairfield Ludlowe High School, two (2) to Fairfield Warde High School and one (1) shall be assigned to The Walter Fitzgerald Campus, for a total of five (5) Effective School Solutions staff assigned to the Board of Education. Prior to assigning any mental health professional to a School, Effective School Solutions shall obtain the approval of the Board of Education (through a designated district employee) to make such an assignment. If the Board of Education is subsequently not satisfied with the services provided by any licensed mental health professional assigned by Effective School Solutions, the Board may request a change in the professional assigned, which change shall be effectuated no later than sixty (60) days from the date Effective School Solutions receives the request in writing, although Effective School Solutions shall use its best efforts to make the change as quickly as possible and not wait the sixty (60) days.

2. The licensed mental health professionals employed by Effective Solutions shall satisfy the requirements of the criminal history and child abuse and neglect registry records checks prescribed by Connecticut General Statutes Section 10-221 before providing services to the Board of Education, and Effective School Solutions shall provide the results of such background checks to the Board of Education, showing that the employees of Effective School Solutions have no criminal background of any kind, prior to the initiation of their duties at the School. Effective School Solutions shall provide the Board of Education with copies of all licensure documents for each licensed mental health professional prior to the initiation of their duties at the School. These mental health professionals shall be present at all times when school is in session. However, as indicated in Section seven ("7") of this Agreement, when the professional stays late on a given day to provide family services, he/she shall be

entitled by his/her contract with Effective School Solutions to modify his/her hours at the School at some other point in the same week. Effective School Solutions shall provide therapeutic mental health services for up to eighteen (18) students enrolled at each of Fairfield Ludlowe High School and Fairfield Warde High School and up to nine (9) students enrolled at The Walter Fitzgerald High School (hereinafter referred to as "cohort") at any given time, for the period beginning with the start of the school year in August 2015 and ending with the conclusion of the school year in June 2016. The students in the cohort need not necessarily be the same students for the entire period. Effective Schools Solution has received notice that it is not required to hold an outpatient mental health clinic license in order to provide mental health services for students under the age of 18. However, unless directed otherwise by the State of Connecticut, Effective School Solutions is currently obligated to obtain such a license to provide services for students eighteen(18) years or older. Effective School Solutions will make full faith efforts to obtain the license and will not provide services to students who are eighteen (18) years of age or older until it obtains said license. Effective School Solutions shall obtain a license to provide services to students over the age of eighteen (18) years within one hundred twenty (120) days of the execution of this Agreement. In the event that Effective School Solutions is unable to secure the required license within one hundred twenty (120) days, the Board of Education may, in its sole discretion, terminate this Agreement.

3. Standard levels of service provided to students in the cohort shall include and be scheduled as follows, unless modified by the Planning and Placement Team (PPT) or Section 504 Multidisciplinary Team in consultation with Effective School Solutions:

- (a) one (1) individual session each week for each student;
- (b) one (1) daily group therapy session, in which the number of students assigned to a specific group shall not be greater than eleven (11) on a consistent basis; and
- (c) one (1) parent support session each month, if determined appropriate;
- (d) two (2) family therapy sessions per family per month, if determined appropriate.

4. In the event one of the licensed mental health professionals is absent, if so requested by the Board of Education, Effective School Solutions shall exert its best efforts to assign a qualified substitute to provide the services. If a substitute cannot be obtained, Effective School Solutions shall provide the Board of Education with a credit for days of service missed after there has been an aggregated total of five (5) missed days in a school year per Effective School Solutions staff member, for a total of fifteen (15) missed days in a school year. However, if Effective School Solutions staff is absent for any reason, Effective School Solutions shall make provisions for compensatory services for students receiving special education and related services in accordance with the requirements of their IEP or Section 504 Plan.

5. In addition to the services listed in section three (3) of this Agreement, Effective School Solutions shall:

- (a) if so requested by the Board of Education, direct its mental health professionals to participate during four (4) days per full school week in the School's Learning Center to work with students in the cohort;
- (b) if so requested by the Board of Education, have one (1) mental health professional assist an appropriately trained school employee as per subparagraph (d) below to assist in implementing one (1) daily lunch group at the School that is solely comprised of students in the cohort;
- (c) ensure that a mental health professional attend IEP meetings and Section 504 Multidisciplinary Team meetings, as needed, for students either in the cohort or being considered for enrollment in the cohort, provided that they do not conflict with the other scheduled services outlined in this Agreement; and
- (d) provide up to eight (8) hours of in-service training to certificated and non-certificated staff who have assigned responsibility to students at the School during normal school hours on regularly scheduled school days or staff development days.
- (e) provide access for up to ten (10) teachers from each school in which Effective School Solutions is providing services to an all-day off-site conference in the Fall of 2015 on a topic related to working



with students with emotional and behavioral problems in the public school classroom.

6. Effective School Solutions shall provide all the services outlined in this Agreement during normal school hours on regularly scheduled school days, except that multi-family therapy sessions and some individual family therapy sessions may be scheduled at the School during evening hours at the discretion of Effective School Solutions in consultation with the School. If the student is absent on the date the individual or family therapy session is scheduled, or school is not held on the scheduled day for the services, such services will not be rescheduled; provided, however, that Effective School Solutions shall make staff available to provide compensatory services to students whose IEP's and Section 504 Plans require such services in order to be implemented in substantial compliance with the obligation of the Board of Education to provide a free appropriate public education.

7. The Board of Education shall provide Effective School Solutions with:

- (a) a confidential office for the mental health professionals to provide individual therapy sessions at the School;
- (b) a classroom or similar space to conduct group therapy sessions, multifamily therapy groups and opportunities to participate in the Learning Center, as appropriate; filing cabinet(s) with locking mechanisms to secure confidential records;
- (c) use of telephones and computers with internet capabilities for each mental health professional at no cost to Effective School Solutions; and
- (d) Access to student educational records including grades, attendance rates and disciplinary incidents for each student in the cohort provided services by Effective School Solutions, in a manner prescribed by the Board of Education, subject to state and federal requirements for confidentiality of student records and personally identifiable information. To the extent that confidential student records or other information comes into the possession of Effective School Solutions, Effective School Solutions shall not further disclose that information without appropriate parental consent and shall return or destroy all such records and

information in its possession at the termination of the Agreement or such time as Effective School Solutions no longer requires such information in order to fulfill its responsibilities under this Agreement. All employees and agents of Effective School Solutions with access to confidential student educational records will be trained regarding the standards and effect of the Family Educational Rights and Privacy Act (FERPA).

8. Effective School Solutions shall be designated as a "school official" by the Board of Education for the purpose of providing services to students pursuant to the terms of this Agreement. All records of the services provided by Effective School Solutions to students of the Board of Education shall be considered Education Records pursuant to FERPA and shall be maintained by Effective School Solutions in accordance with applicable law on behalf of the Board of Education; provided, however, that Effective School Solutions shall maintain records of compliance with the IEPs and Section 504 Plans of students receiving such services as directed by the Board of Education and shall make all records of services provided to such students in the cohort available to the Board of Education upon request or as required in order to deliver services to the student at issue, including but not limited to, in the event of a due process hearing under state or federal law. Effective School Solutions shall provide parents/students with an acknowledgement for their signature which confirms that any information received by Effective School Solutions from the student may become part of the student's educational records retained by the Board of Education. Upon request by the Board of Education, or in the event that a student in the cohort who receives services pursuant to an IEP or Section 504 Plan is released from services provided by Effective School Solutions, Effective School Solutions shall maintain a copy of the records but deliver all original records pertaining to that student to the Board of Education for future reference.

9. All computers furnished by the Board of Education in accordance with the terms of this Agreement shall be password protected with access limited to Effective School Solutions and authorized personnel of the Board of Education. The Board of Education shall ensure that there will not be any unauthorized access to the confidential information contained on any such computer.

10. The School and Effective School Solutions shall work collaboratively to identify students from the School who are appropriate referrals to the cohort. Effective School Solutions shall accept appropriate referrals from the School to the cohort, including but not limited to students who are referred by the Planning and Placement Team (PPT) and/or Section 504 Multidisciplinary Team. In the event that Effective School Solutions determines that a student accepted to the cohort is no longer appropriate, in the event that the student requires special education or Section 504 accommodations, Effective School Solutions shall provide thirty (30) days' prior notice to the Board of Education of its determination to allow time for the Board of Education to secure an alternative service provider for the student. At no time shall Effective School Solutions refuse to provide services to a student for whom it is the designated service provider pursuant to an IEP or Section 504 Plan. The Board of Education shall work in good faith to secure alternative services for the student in question as soon as practicable. Removals of students not requiring services pursuant to an IEP or Section 504 Plan shall be accompanied by notice to the School and the student or parent as appropriate, to allow the student or parent the ability to secure alternative services. However, it is expressly understood that the primary reason for Effective School Solutions to either reject a student or remove a student from the cohort, after considering the input of the appropriate personnel of the School, is a student's unwillingness, to appropriately participate in the services outlined in this Agreement or, in the sole opinion of Effective School Solutions staff, the student is a danger to himself/herself or others. In the event that a student in the cohort becomes the subject of a due process hearing or other dispute concerning students with disabilities, Effective School Solutions agrees to make its employees available to testify in the due process hearing or other dispute resolution process at no additional cost to the Board of Education. Effective School Solutions and its agents and employees may learn certain information as part of the delivery of the services contemplated by this Agreement that is confidential regarding students, faculty and staff of the Fairfield Public Schools, including but not limited to confidential information contained in educational records, personnel records, and mental health records and information. While such information must be disclosed to Effective School Solutions and its employees and agents in order to effectively deliver services to students in the cohort, Effective School Solutions agrees and understands that such information must be



maintained as confidential and must not be further disclosed without prior written permission. Effective School Solutions and its employees and agents may not make commercial use of any of the confidential information received during the delivery of services, nor may the confidential information be disclosed, in whole or in part, to any third party. No summary, documents, statements, acknowledgements, or interviews may be given to any person, entity, organization, news organization, magazine, newspaper, radio or television organization, or other representative of the media or entity of any type, regarding the confidential information without the express prior written permission of the Board of Education. The Board of Education agrees that Effective School Solutions may use aggregate data collected during its provision of services to the Board of Education in its marketing and promotional materials, provided that the aggregate data contains no personally identifiable information and the proposed materials are approved in writing by the Board of Education or its authorized representative prior to publication. The Board of Education hereby provides written consent for Effective School Solutions to list the Board of Education as a client on its website and like print publications and to disclose such information as is contained in this Agreement.

11. In the event that Effective School Solutions or any employee or agent of Effective School Solutions knows or has reason to believe that a child has been or is being abused or neglected as that term is defined under the Connecticut General Statutes Section 46b-120, Effective School Solutions shall fulfill its responsibility to report such suspected abuse or neglect to the Department of Children and Families (DCF) as required by the applicable mandated reporter requirements, including but not limited to Section 17a-101a. Effective School Solutions represents and warrants that it is aware of its obligations concerning mandated reporting of suspected child abuse and neglect and that it has trained its employees and agents with respect to those obligations.

12. In accordance with Connecticut General Statutes Section 10-212b, Effective School Solutions agrees that no one in its employ, including but not limited to the mental health professionals, licensed clinical social workers and psychiatrists, shall recommend the use of psychotropic drugs as part of the services provided through this Agreement. Psychotropic drugs means prescription medications for behavioral or social-emotional concerns, such as attentional deficits, impulsivity,

anxiety, depression and thought disorders, and includes, but is not limited to, stimulant medication and anti-depressants. Moreover, such individuals may not require that a student obtain a prescription for a controlled substance (as defined in the Controlled Substances Act, 21 USC section 801 et seq.) in order for the student to (a) attend school, (b) receive an initial evaluation or reevaluation to determine a student's eligibility for special education, or (c) receive special education and related services. Notwithstanding the foregoing, Effective School Solutions employees may recommend to a parent or eligible student that the student be evaluated by an appropriate medical practitioner and may consult with such practitioner with the consent of the parent or guardian of the student.

13. The Board of Education shall pay Effective School Solutions five-hundred ninety-five thousand dollars (\$595,000) for the services set forth in this Agreement. Payment shall be made in ten (10) equal and consecutive monthly installments of fifty-nine thousand five-hundred dollars (\$59,500). The first payment shall be due on September 1, 2015 and shall be due on the first day of every month thereafter. Effective School Solutions shall furnish invoices to the Board of Education for payment.

14. Other than as specified in paragraph 2 of this Agreement, this Agreement may be terminated by either party by providing the other party with sixty (60) days written notice of its decision to terminate this Agreement. Effective School Solutions shall provide orderly transfer of client records, equipment and service to any successor provider upon expiration or termination of this Agreement at no additional cost to the Board of Education. At least two (2) weeks prior to the termination of services by Effective School Solutions, representatives of Effective School Solutions shall meet with the Superintendent or his/her designee to discuss arrangements for transition of services. Upon being provided with notice of wrongful, illegal or abusive/neglectful misconduct on the part of Effective School Solutions or its agents or employees, the Board of Education reserves the right to terminate this Agreement immediately and without prior notice to Effective School Solutions.

15. Effective School Solutions shall maintain general liability insurance coverage in the minimum amount of \$1,000,000.00, as well as excess/umbrella insurance coverage in the amount of Six Million Dollars (\$6,000,000.00) to cover any and all liability arising out of and/or related to the provisions of therapeutic mental

health services by Effective School Solutions to the Board of Education. Effective School Solutions shall furnish the Board of Education with a copy of the certificate of insurance, including evidence of specific coverage for sexual abuse and molestation incidents or events, prior to the rendering of the services set forth in this Agreement. In addition, each party shall indemnify, defend and hold harmless the other party and its agents and employees, including, but not limited to, their elected officials, officers, employees and assigns from any and all suits, claims, or actions of any kind whatsoever in any forum whatsoever whether in law or equity brought by any person or entity caused by or arising out of that party's acts or omissions or any other wrongful conduct, under this Agreement. Neither party shall, in the absence of the prior written consent of the other, settle or compromise or consent to the entry of judgment in any pending or threatened claim, action, suit or proceeding of which indemnification may be sought hereunder (whether or not the other party is a named party or a potential named party to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes the unconditional release of the other party from liability arising from such claim, action, suit or proceeding.

16. The Board of Education agrees that it shall not hire or otherwise use as a consultant any employee or former employee of Effective School Solutions, who provides and/or provided services to the School in particular, or the Board of Education in general, pursuant to this Agreement for a period of two (2) years from the date the employee last provided services to the Board of Education as an employee of Effective School Solutions. Additionally, the Board of Education agrees that it shall not utilize the services of any employee or former employee of Effective School Solutions, who provides and/or provided services to the School in particular, or the Board of Education in general, as an employee and/or an independent contractor of a vendor other than Effective School Solutions, as an independent contractor or otherwise with respect to the provision of services contemplated by this Agreement, for a period of two (2) years from the date the employee last provided services to the Board of Education as an employee of Effective School Solutions. Since damages for violating this Agreement are incapable of precise calculation, the parties agree that liquidated damages in an amount equal to four (4) times the employee's annual salary for the time period equal to the breach of this restrictive covenant is fair and reasonable and does not constitute a penalty. The provisions of this section of this Agreement shall

remain in full force and effect, regardless of whether the Agreement is terminated prior to the expiration of the term of this Agreement or the Agreement is not renewed by the parties upon the expiration of the term of this Agreement.

17. This Agreement is subject to all applicable federal, state and local statutes, regulations and ordinances and shall be interpreted in accordance with the laws of the State of Connecticut. This Agreement is enforceable in any State or federal court of competent jurisdiction in the State of Connecticut.

18. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right accruing under this Agreement; nor shall it affect any right that either party may have under the terms of this Agreement or preclude the party from seeking enforcement or claiming damages by instituting a lawsuit in a court of competent jurisdiction.

19. Neither party may transfer or assign any of its rights or obligations under this Agreement without prior written consent of the other. Any such unauthorized transfer or assignment shall be null and void.

20. The provisions of this Agreement shall apply to, bind, and inure to the benefit of each of the parties hereto, and to their respective successors, assigns, and legal representatives.

21. Neither party may use the name or any symbol or mark identified with the other party in connection with any advertising, promotional or similar materials, written or oral, without the written permission of the other party.

22. The parties hereto agree that this Agreement constitutes the sole and complete agreement of the parties, superseding any and all prior and/or contemporaneous agreements or understandings made or alleged to have been made by the parties, whether orally or in writing, and further agree that the provisions of this agreement are not subject to or in addition to any conditions or understandings not expressly set forth herein. In the event that any portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the parties agree that the remaining terms and conditions of the Agreement shall remain in full force and effect. Any and all notices and demands required or permitted to be given pursuant to this Agreement shall be given in writing and shall be transmitted by personal delivery,



overnight courier, by registered or certified mail, by telecopier or by other electronic means with confirming receipt of delivery, addressed as follows:

To the Board of Education:

To Effective School Solutions:

25 Deforest Ave Suite 310  
Summit, NJ 07901

A party may designate a new address to which notices required or permitted to be given pursuant to this Agreement shall thereafter be transmitted by giving written notice to that effect to the other party, each such notice to be deemed effective for all purposes at the time it is delivered to the addressee as indicated by return receipt or presented for delivery at the address so indicated during normal business hours.

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

Witness:

Karen Masciarelli

EFFECTIVE SCHOOL SOLUTIONS, LLC

By:

[Signature]

Witness:

Robert A. Cipriano

FAIRFIELD BOARD OF EDUCATION

By:

[Signature]

January 28, 2016/Board Questions

*(Reference: Page 74)*

Budgeted vs. Actual – Degree Changes

| <u>Budgeted</u>  | <u>Actual</u> |
|------------------|---------------|
| 13-14: \$280,720 | \$246,276     |
| 14-15: \$181,800 | \$211,609     |
| 15-16: \$137,522 | TBD           |
| 16-17: \$270,782 |               |



## **i-Ready**

### **Terms and Conditions of Use**

Please carefully read these terms and conditions of use (the "TOU") of Curriculum Associates LLC's ("CA") proprietary i-Ready System ("i-Ready"). By using your login to access the system, you agree, on behalf of your organization, to abide by these TOU. All references to "You" or "you" in these TOU refer to your organization, which has licensed access to i-Ready from CA. All authorized users within your organization are expected to comply with these TOU.

#### Copyright and Proprietary Rights

i-Ready and the content contained therein are the sole property of CA and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in i-Ready and in the software, text, graphics, design elements, audio, music and all other materials contained in i-Ready are reserved by CA and its licensors. You may not use i-Ready in any manner that infringes the proprietary rights of any person or entity.

#### Data Collection, Ownership and Security

In connection with your use of i-Ready, you will be asked to provide CA with data about your students. You represent and warrant that you have the right to provide CA with all of the data you input into i-Ready. As your students use i-Ready, data will be generated about your students' usage, performance and progress. Both the information you input and the data generated by your students' usage will be referred to in these TOU as "Customer Data". You shall own all right, title and interest in and to the Customer Data. However, you hereby grant CA a perpetual, worldwide, royalty-free license to use the Customer Data: (a) to host and make access to i-Ready available to you; and (b) for internal research and analytic purposes, *provided*, however that CA will only use Customer Data for the purpose outlined in (b) above in aggregated, non-personally identifiable form.

CA takes the protection of Customer Data, particularly personally-identifiable data, very seriously. CA will not reveal the names, identifiers, or individual assessment results to any third parties. For a full description of the security measures that CA takes, please review CA's data security policy by clicking here <http://www.i-ready.com/support>.

#### Access to i-Ready

Your authorized users will need valid usernames and passwords to access i-Ready. You are responsible for the integrity and security of your usernames and passwords. Please advise CA immediately if any of your usernames and/or passwords have been compromised.

CA will use commercially reasonable efforts to make i-Ready available to you 24 hours a day, except for: (a) planned downtime, of which CA will give you reasonable notice where possible, and which CA shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond CA's reasonable control, including without limitation, acts

of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

#### Limitations on Use

You shall not, nor permit any of your authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying i-Ready; (b) modify, copy, translate, or create derivative works based on i-Ready or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to i-Ready; (d) use i-Ready for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within your organization; or (e) remove any proprietary notices from i-Ready.

You may not reproduce, upload, post, transmit, download or distribute any part of the i-Ready content or information, or information accessed at other sites through links made from i-Ready, other than printing out or downloading portions of the text and images for use in connection with the work of your organization. If you leave i-Ready via a link to a third party site, CA is in no way responsible for that third party site, and your use of that third party site will be governed by that site's terms of use, not these TOU.

You must use i-Ready in compliance with all applicable laws, rules and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

#### Limitation of Warranties and Liability: Indemnity

EXCEPT AS SET FORTH IN THESE TOU, CA MAKES NO WARRANTIES WITH RESPECT TO i-READY. CA DOES NOT WARRANT THAT I-READY WILL MEET ALL YOUR REQUIREMENTS, WILL BE ACCURATE, OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CA EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF i-READY, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

IN NO EVENT SHALL CA OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CA TO YOU EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY YOU TO CA FOR ACCESS TO i-READY.

You shall indemnify, defend and hold harmless CA and its licensors against any claim brought against CA and/or its licensors by a third party that arises from your use of i-Ready, provided, that CA: (a) promptly gives you written notice of the claim; (b) gives you sole control of the defense and settlement of the claim; and (c) provides you with reasonable assistance, at your expense, with respect to the defense of such Claim.

#### Choice of Law and Jurisdiction:

These TOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for any disputes or claims arising out of your use of i-Ready or these TOU.



**Curriculum Associates, LLC**

**Data Handling Statement**

**December 23, 2015**

Purpose: Curriculum Associates takes the protection of our customers' data and information, particularly student data, very seriously. The purpose of this Data Handling Statement is to inform Curriculum Associates' customers about its current data security policies and practices, which are intended to safeguard this sensitive information and assist our customers in complying with applicable laws and regulations, including the Federal Family Educational Rights and Privacy Act (FERPA).

Scope: This Policy covers the collection, use, and storage of data that is obtained through the use of Curriculum Associates' proprietary i-Ready® online diagnostic and instructional platform and related services provided by Curriculum Associates.

Network-Level Security Measures: Curriculum Associates' i-Ready systems and servers are hosted in a cloud environment. Our hosting provider implements network-level security measures in accordance with industry standards. In addition, Curriculum Associates manages its own controls of the network environment.

Server-Level Security Measures: Access to production servers is limited to a small, identified group of operations engineers that are trained specifically for those responsibilities. The servers are configured to conduct daily updates for any security patches that are released and applicable. The servers have anti-virus, intrusion detection, configuration control, monitoring/alerting, and automated backups. In addition, we conduct regular vulnerability testing.

Computer/Laptop/Device Security Measures: Curriculum Associates employs a full IT staff that manages and secures the corporate and employee systems. Laptops are encrypted and centrally managed with respect to configuration updates and anti-virus. Access to all Curriculum Associates computers and laptops is password controlled. Curriculum Associates sets up teacher and administrator accounts for i-Ready so that they are also password controlled.

Encryption: i-Ready is only accessible via https and all public network traffic is encrypted with the latest encryption standards. Encryption of data at rest is implemented for all data stored in the i-Ready system.

Employee and Contractor Policies and Procedures: Curriculum Associates limits access to student and customer data to those of its employees who need to have such access in order to allow Curriculum Associates to provide quality products and services to its customers. Curriculum Associates requires all employees who have access to Curriculum Associates servers and systems to sign non-disclosure agreements. Curriculum Associates requires its employees and contractors who have access to student data to participate in annual training sessions on IT security policies and best practices. Any employee who ceases working with Curriculum Associates is reminded of his or her non-disclosure obligations at the time of departure, and network access is terminated at that time.

Use of Student Data: Curriculum Associates only uses student data collected in connection with the use of i-Ready for the purpose of making i-Ready available to its customers and improving its content and effectiveness. Curriculum Associates only uses student-identifiable data to make i-Ready available to that particular student and to provide related reports and services to that student's school and school district and its teachers and administrators. Curriculum Associates collects and uses aggregated, de-identified student data to make i-Ready a more effective, adaptive product and for other internal research and development purposes. Curriculum Associates does not attempt to re-identify de-identified customer data.

Student Privacy Pledge: To further demonstrate its commitment to protecting the privacy of student information, Curriculum Associates has taken the Student Privacy Pledge [www.studentprivacypledge.org](http://www.studentprivacypledge.org). This means that, among other things, Curriculum Associates has pledged not to sell student information, not to engage in behaviorally targeted advertising, and to use collected data for authorized purposes only. Curriculum Associates only uses collected student data for the purposes described in the previous paragraph.

Third Party Audits and Monitoring: In addition to internal monitoring and vulnerability assessments, Curriculum Associates contracts with a third party to conduct annual security audits, which includes penetration testing of the i-Ready application. Curriculum Associates reviews the third party audit findings and will implement recommended security program changes and enhancements where practical and appropriate.

Data Retention and Destruction: Student and teacher personal data is used only in the production systems and only for the explicitly identified functions of the i-Ready application. Student and teacher personal data is de-identified before any testing or research activities may be conducted. Upon the written request of a customer, Curriculum Associates will remove all personally identifiable student and teacher data from its production systems at the end of a contract. Student data is removed from back-ups in accordance with Curriculum Associates' data retention practices. If Curriculum Associates is required to restore any materials from its back-ups, it will purge all student-identifiable data not currently in use in the production systems from the restored back-ups.

Breach Notification: Curriculum Associates follows a documented "Security Incident Management Procedure" when investigating any potential security incident. In the event of a data security breach, Curriculum Associates will notify impacted customers as promptly as possible that a breach has occurred and will inform them (to the extent known) what data has been compromised. Curriculum Associates expects customers to notify individual teachers and parents of any such breach to the extent required.



# Frequently Asked Questions About Student Information in our Software Products

**Question:** Why does our child's school use Renaissance Learning software products and what does it mean for student information?

**Answer:** Your child's school has chosen to partner with Renaissance Learning to help improve your child's learning. We are a leading provider of educational solutions to tens of thousands of schools. Our products are used to practice academic skills, guide the learning process, and provide timely student progress information that educators use to improve and personalize your child's instruction. Accelerating learning for all students is our company philosophy and mission, and our products are designed to maintain the privacy of your child's personally identifiable information (PII).

**Question:** What personal information about my child is stored on your system?

**Answer:** Our software products only require student name, user name, and school name to function. Some schools input additional demographic data. Renaissance Learning does not collect any personal information from your child. It is collected by your child's school and input into the system by the school. Sometimes we upload this information for the school, if requested.

**Question:** Does Renaissance Learning store my child's PII in the cloud?

**Answer:** The "cloud" is a general term that most often relates to services provided over the Internet. Like most software companies today, Renaissance provides access to our products over the Internet. We have a long legacy of operating secure datacenters, and comprehensive security and privacy measures protecting your child's information.

**Question:** What security measures are in place to keep student information secure?

**Answer:** Renaissance Learning employs extensive technological and operational measures to ensure security and privacy. A few of these include: advanced security systems technology, regular security audits, physical access controls, privacy training for employees, monitoring of all systems, and segregation of PII into a separate database for each educational institution that purchases our products.

**Question:** Does Renaissance Learning use my child's personal information for any purpose other than to provide services to his/her school?

**Answer:** Renaissance Learning does not use your child's PII for any purpose other than to provide services to your child's school. Combined information that has been stripped of PII, and therefore not traceable to any student, is used for research and development so we can continuously improve our products and accelerate learning for all students.

**Question:** Does Renaissance Learning give away, share with, or sell student information to any third-party organization?

**Answer:** We do not give away, share, or sell PII. Data sharing (if any) is completely at the control of the educational institutions that purchase our products.

**Question:** Can parents see or request that their child's records be removed from or changed on a Renaissance Learning system?

**Answer:** Renaissance Learning provides services under contract to your child's school. We do not own or directly manage any student information. Managing student information is completely in the hands of your child's school. All access to student information is strictly controlled; even Renaissance Learning employees are not authorized to view student information unless requested by the school for customer service purposes.

**Question:** Who can parents contact about their child's information?

**Answer:** You must contact your child's school or district directly about your child's information. Renaissance Learning cannot disclose, delete, or make changes to educational records without authorization from the school.

# **Fairfield Public Schools**

Fairfield, CT 06825

**TO:** Dr. David Title and Members of the Board of Education

**FROM:** Thomas P. Cullen

**DATE:** January 27, 2016

**RE:** School Playground Backup Information  
2016-2017 Budget Request Projects

At the January 26, 2016 budget meeting, board members asked for any reports related to the school playgrounds inspections.

Attached please find several documents, estimates and fact sheets from two professional consultants we worked with last year regarding our playgrounds at the Fairfield Public Schools. The professional consultants are Peter R. Wallace CPSI, Certified Playground Safety Inspector with M.E. O'Brien and Sons, Inc. and John Lee CPSI, Certified Playground Safety Inspector with Childscapes. Both companies are on the State of Connecticut Contract Pricing list and have been extremely helpful with our school playgrounds.

If you have any questions or concerns regarding this information, please feel free to contact me at (203) 255-8373. Thank you for your continued support with the 2016-2017 BOE budget.

Thank you.

c: Meg Brown





November 19, 2015

Fairfield Public Schools  
418 Meadow Street  
Fairfield, CT 06824

Attn: Mr. Michael Piatt

RE: Mulch Surfacing Maintenance

Upon review of several playgrounds in the town of Fairfield, it has been found that the mulch safety surfacing is in need of maintenance and inadequate with regards to safety compliance as to ASTM 1492 and CPSC standards.

It is recommended that all sites in town should be reviewed and inspected. Depending on site conditions and age of surfacing, topping off of materials and/ or total replacement with IPEMA certified materials should be considered to bring them to current standards.

Site conditions observed:

- Inadequate material thickness due wear and natural loss of materials
- Material decomposition and breakdown due to overall age

It is advised that a maintenance plan to remedy the existing conditions be considered going forward.

Thank you for allowing Childscapes to assist with your playground needs. Please feel free to contact us with any questions you may have.

Sincerely,

John Lee, CPSI  
NRPA Certification # 20351-0615  
Childscapes  
203-779-9150



# Invoice

1775 Ocean Street  
Marshfield, MA 02050  
800-648-5257 Fax: 781-837-9229

| Date       | Invoice #  |
|------------|------------|
| 12/15/2015 | 15-Repairs |

|  |
|--|
| <b>Bill To</b>   |
| Fairfield Public Schools<br>Attn: Accounts Payable<br>P.O. Box 320189<br>Fairfield, CT 06824 |

|   |
|---|
| <b>Ship To</b>  |
| Fairfield Public Schools<br>501 Kings Highway East<br>Fairfield, CT 06825 |

| P.O. Number | Terms        | Rep  | Ship       | Via | F.O.B. | Project |
|-------------|--------------|------|------------|-----|--------|---------|
| 16501415-00 | upon receipt | JLee | 12/15/2015 |     |        |         |

| Quantity | Item Code            | Description   | Price Each | Amount   |
|----------|----------------------|---|------------|----------|
| 1        | BCI Burke            | Dwight Elementary School:<br>Replace broken Accessible Swingseat with Burke's Freedom Swing Tan with blue PVC Coated Chain for 8' Swing Structure | 870.00     | 870.00   |
| 1        | Shipping & Handling  | LTL Freight from Fond du Lac, WI to Fairfield, CT   | 333.26     | 333.26   |
| 1        | Playground Equipm... | Riverfield School:<br>Pivot Blocks for Panel, Hardware, Ring Assembly Swingout & Collar, Delivered.   | 1,110.00   | 1,110.00 |
| 1        | Playground Equipm... | Spring Pin and replacement bearing for Roundabout, Delivered.   | 698.00     | 698.00   |
| 1        | Playground Equipm... | Replacement Steering Wheel with bracket, Delivered.   | 315.00     | 315.00   |
| 1        | Playground Equipm... | Osbourne School:<br>Replacement Seat for Rocker.  | 200.00     | 200.00   |
| 1        | Playground Equipm... | Mill Hill School:<br>Replacement Trolley and Hardware, Delivered.   | 0.00       | 0.00     |
| 1        | Playground Equipm... | North Stratfield Elementary:<br>Replacement Trolley and Hardware, Delivered.  | 586.00     | 586.00   |
| 1        | Playground Equipm... | Slide Exit - No longer manufactured but still has mold for replacement pieces - non- returnable.  | 1,000.00   | 1,000.00 |
| 1        | Playground Equipm... | Holland School:<br>Spiral Slide   | 6,000.00   | 6,000.00 |
| 1        | Playground Equipm... | Replacement Seat for Rocker.  | 200.00     | 200.00   |
| 1        | Playground Equipm... | Jennings School:<br>Mushroom Hopper, Hardware. Blue   | 347.00     | 347.00   |
| 1        | Playground Equipm... | Replacement seat and cables.  | 168.00     | 168.00   |
| 1        | Playground Equipm... | Tube Slide Section 2 - Blue   | 750.00     | 750.00   |
| 1        | freight              | Playworld Systems   | 1,000.00   | 1,000.00 |
| 1        | freight              | Park Structures   | 125.00     | 125.00   |
| 1        | Labor                | Labor   | 5,800.00   | 5,800.00 |

|            |              |             |
|------------|--------------|-------------|
| Thank you! | <b>Total</b> | \$19,502.26 |
|------------|--------------|-------------|

|                     |                       |
|---------------------|-----------------------|
| Web Site            | E-mail                |
| www.childscapes.net | sales@childscapes.net |



**M.E. O'Brien & Sons, Inc.**  
93 West Street – P.O. Box 650 / Medfield, MA 02052  
Phone: 508-359-4200 / Fax: 508-359-2817  
**SDO CERTIFIED WBE (MA ONLY)**

## **Q U O T A T I O N**

**Date:** September 23, 2015

**Page 1 of 2**

**Job:** Holland Hills Elementary School

**Location:** Fairfield, CT

**Salesman:** Peter Wallace, CPSI / Phone: 203-805-4325 / Fax: 203-805-4265  
Peter\_Wallace@obrienandsons.com

**Attention:** Tom Cullen – BOE / tcullen@fairfieldschools.org

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We are pleased to offer our quotation on the following for the above subject job:

### **STATE OF CT CONTRACT PRICING / CONTRACT #14PSX0154**

| <b><u>QTY</u></b> | <b><u>DESCRIPTION</u></b>  | <b><u>TOTAL</u></b>       |
|-------------------|--|---------------------------|
|                   | <u>By Landscape Structures, Inc. – Budgetary Pricing</u><br><u>Drawing #MEO15491</u>   |                           |
| 1                 | PlayBooster Structure for 5-12 year olds   | <b>\$39,204.00</b>        |
|                   | <u>Engineered Woodfiber Safety Surfacing</u>   |                           |
| 115               | Cubic yards of woodfiber for 75' x 30' area at 12" deep,<br>2,250 sq/ft  | <b>\$3,210.00</b>         |
|                   | <u>Installation Services, to include:</u>  | <b>\$17,000.00</b>        |
|                   | <ul style="list-style-type: none"><li>• Receive/off-load equipment delivery</li><li>• Excavate site 12" below final grade, dispose of material off-site</li><li>• Lay out and augur holes</li><li>• Install play equipment, pour concrete footers</li><li>• Spread woodfiber</li></ul> |                           |
|                   | <b>Total Project Price</b>   | <b><u>\$59,414.00</u></b> |

**SEE IMPORTANT NOTES ON PAGE 2.**

Re: Holland Hills Elementary School  
Fairfield, CT  
September 23, 2015

Page 2 of 2

**\*\*PLEASE READ – IMPORTANT NOTES – PLEASE READ\*\***

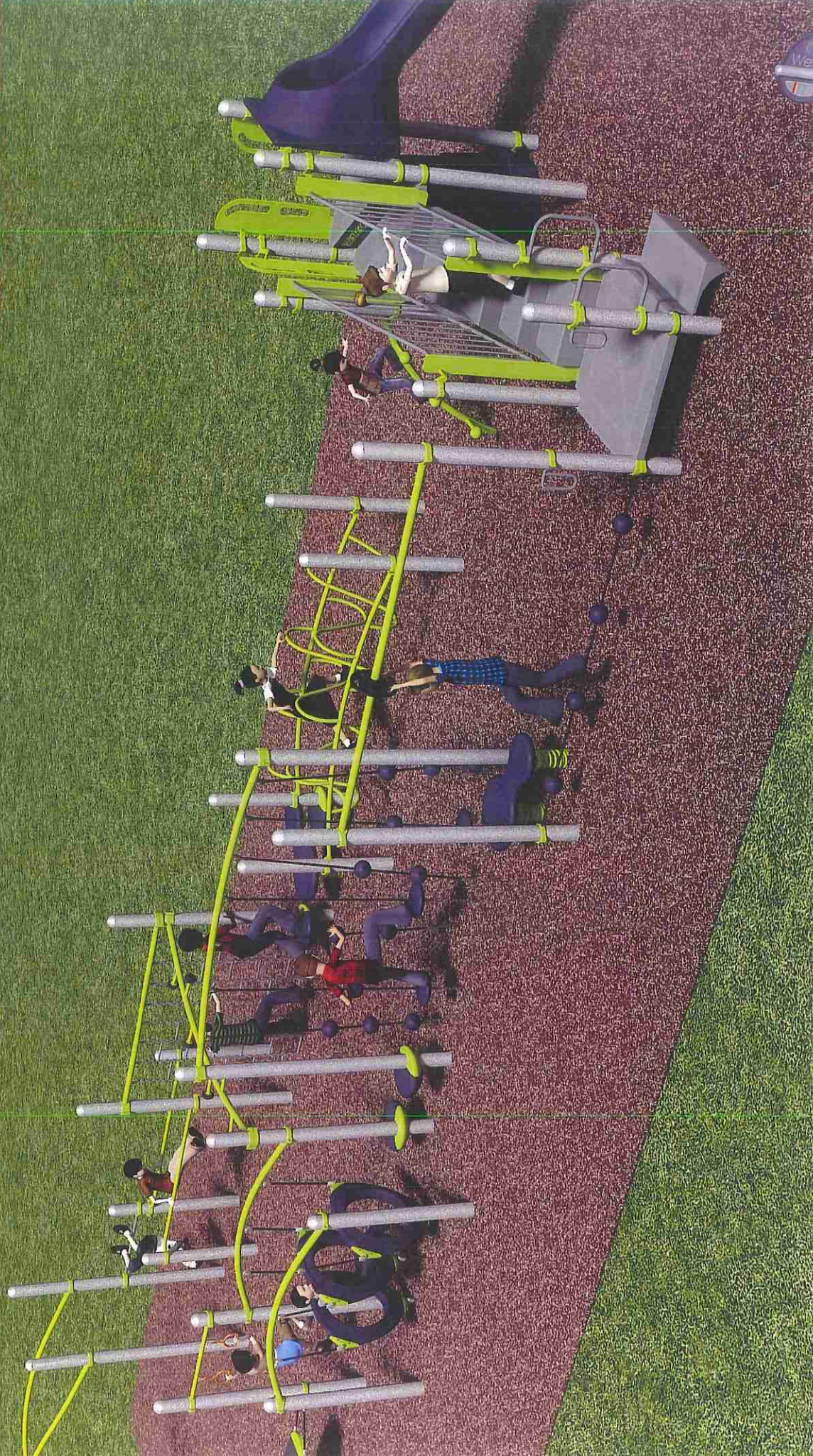
- Contractor/Customer is responsible for quantity, color, and product confirmation.
- Prices based on quantities listed. Any change to quantities may impact prices quoted.
- M.E. O'Brien & Sons is NOT responsible for plan take-offs. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- Prices are quoted for 2015, are firm for 30 days only and are subject to review thereafter.
- Prices are for materials only unless otherwise noted.
- Prices do NOT include sales tax.
- If installation is included, M.E. O'Brien & Sons is NOT responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control. Additional cost will be required to rectify these situations.
- Standard manufacturer's design, colors, specifications, and construction apply.
- Retainage does not apply.
- Returns must be made within 30 calendar days of receipt of order. Customer is responsible for re-stocking fee plus shipping charges (to and from) for all returned items. Woodfiber is NOT returnable.
- Our terms are: net 30 days.
- Allow 4 to 6 weeks for delivery of materials after receipt of order and architectural approval if required. Installation to take place as soon as possible after receipt of materials and according to installer's schedule; prevailing wage rates do not apply unless otherwise noted.

*If we can be of further assistance please do not hesitate to contact us.  
Thank you!*



# Holland Hill

Fairfield CT September 16, 2015



**Better playgrounds.  
Better world.®**

[playlsi.com](http://playlsi.com)



Proudly presented by:

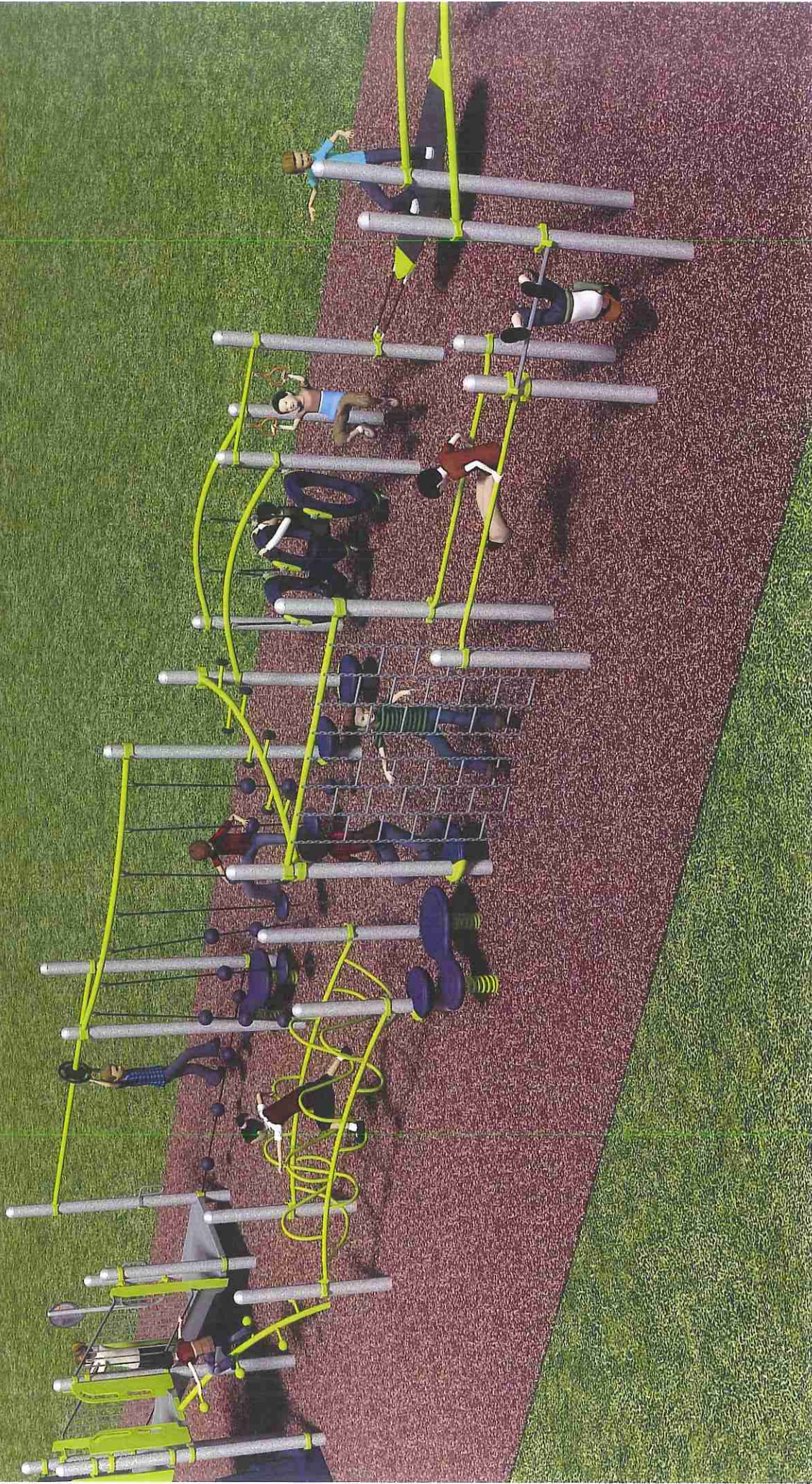
Peter Wallace





# Holland Hill

Fairfield CT September 16, 2015



**Better playgrounds.  
Better world.®**

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Proudly presented by:

Peter Wallace







## M.E. O'Brien & Sons, Inc.

93 West Street – P.O. Box 650 / Medfield, MA 02052

Phone: 508-359-4200 / Fax: 508-359-2817

SDO CERTIFIED WBE (MA ONLY)

# QUOTATION

Date: September 30, 2015

Page 1 of 2

Job: Jennings Elementary School

Location: Fairfield, CT

Salesman: Peter Wallace, CPSI / Phone: 203-805-4325 / Fax: 203-805-4265  
Peter\_Wallace@obrienandsons.com

Attention: Tom Cullen – BOE / tcullen@fairfieldschools.org

We are pleased to offer our quotation on the following for the above subject job:

### STATE OF CT CONTRACT PRICING / CONTRACT #14PSX0154

| <u>QTY</u>  | <u>DESCRIPTION</u>                              | <u>TOTAL</u>              |
|---|---|---------------------------|
| <u>By Landscape Structures, Inc. – MEO15495 – 2015 Prices</u>   |   |                           |
|   | <b>A WEST SIDE (left) Playground</b>            |                           |
| 1   | #186490A We-Saw                                 | \$8,200.00                |
| 1   | #186583A Wood Grain Bench with back, 70"        | \$618.00                  |
| <u>Engineered Woodfiber Safety Surfacing</u>  |   |                           |
| 180   | Cu/yds of material for 3,750 sq/ft at 12" thick | \$4,873.00                |
| <u>Installation Services</u>  |   | \$33,000.00               |
| <ul style="list-style-type: none"><li>• Excavate 16" of material, dispose off-site</li><li>• Supply/install 4" of drainage stone</li><li>• Install one layer of geotextile fabric (supplied by MEO)</li><li>• Spread woodfiber</li><li>• Supply/install new layer trex (or equal) cap on top of existing wood border</li><li>• Supply/install new railing system on ramp (replace existing one to meet code)</li><li>• Remove/dispose of existing fire truck climber</li><li>• Install new LSI We-Saw seesaw</li><li>• Install one new bench</li><li>• Replace one existing climber (loop arch) with a new one (supplied by FBOE)</li><li>• Replace existing slide (with crack) with a new one (supplied by FBOE)</li></ul> |   |                           |
| <b>Total Project Price for West Side</b>  |   | <b><u>\$46,691.00</u></b> |

Re: Jennings Elementary School  
Fairfield, CT  
September 30, 2015

Page 2 of 2

| <u>QTY</u> | <u>DESCRIPTION</u>  | <u>TOTAL</u>       |
|------------|---|--------------------|
|            | <b>B EAST SIDE (right) Playground</b><br><u>Engineered Woodfiber Safety Surfacing</u>   |                    |
| 150        | Cu/yds of material for 6" top dressing of 5,964 sq/ft   | \$4,061.00         |
|            | <u>Installation Services</u>  | \$11,500.00        |
|            | <ul style="list-style-type: none"><li>• Spread 6" of new woodfiber on top of existing (supplied by MEO)</li><li>• Remove/dispose of 4x4 wood on top of existing wood border</li><li>• Supply/install trex (or equal) cap on top of existing wood border</li><li>• Install new "pod" (supplied by FBOE)</li><li>• Replace second section of slide (supplied by FBOE)</li></ul> |                    |
|            | <b>Total Project Price for East Side</b>  | <b>\$15,561.00</b> |

**\*\*PLEASE READ – IMPORTANT NOTES – PLEASE READ\*\***

- Contractor/Customer is responsible for quantity, color, and product confirmation.
- Prices based on quantities listed. Any change to quantities may impact prices quoted.
- M.E. O'Brien & Sons is NOT responsible for plan take-offs. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- Prices are quoted for 2015, are firm for 30 days only and are subject to review thereafter.
- Prices are for materials only unless otherwise noted.
- Prices do NOT include sales tax.
- If installation is included, M.E. O'Brien & Sons is NOT responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control. Additional cost will be required to rectify these situations.
- Standard manufacturer's design, colors, specifications, and construction apply.
- Retainage does not apply.
- Returns must be made within 30 calendar days of receipt of order. Customer is responsible for re-stocking fee plus shipping charges (to and from) for all returned items. Woodfiber is NOT returnable.
- Our terms are: net 3 days.
- Allow 4 to 6 weeks for delivery of materials after receipt of order and architectural approval if required. Installation to take place as soon as possible after receipt of materials and according to installer's schedule; prevailing wage rates do not apply unless otherwise noted.

If we can be of further assistance please do not hesitate to contact us. *Thank you!*



Fairfield Public Schools  
Professional Technical Services  
2015 - 2016  
As of 12/31/15

|                         | 2015 - 2016<br>Budget | 2015 - 2016<br>Actual | 2015 - 2016<br>Encumbrances | Unencumbered<br>Balance |
|-------------------------|-----------------------|-----------------------|-----------------------------|-------------------------|
| Athletic Trainer - FLHS | \$ 48,590             | \$ 24,295.00          | \$ 24,295.00                | \$ -                    |
| Athletic Trainer - FWHS | \$ 48,590             | \$ 24,295.00          | \$ 24,295.00                | \$ -                    |
| Census Verification     | \$ 3,000              |                       | \$ 3,000.00                 | \$ -                    |
| Records Retention       | \$ 23,286             | \$ 478.90             | \$ 4,521.10                 | \$ 18,286.00            |
| BOE Prof Consultant     | \$ 500                |                       | \$ 180.00                   | \$ 320.00               |
| Legal Fees              | \$ 525,000            | \$ 112,262.54         | \$ 275,246.57               | \$ 137,490.89           |
|                         |                       |                       |                             |                         |
| Total                   | \$ 648,966            | \$ 161,331.44         | \$ 331,537.67               | \$ 156,096.89           |

**Fairfield Public Schools Legal Fees**

**Encumbered and Paid as of December 31, 2015**

| Month   | Inv. Date  | Special Ed   | Lawsuit<br>Resolutions | General<br>Matters Non-<br>Human<br>Resources | Residency   | FOI       | Expulsion   | General<br>Matters<br>Human<br>Resources | Labor<br>Contract<br>Negotiation | Arbitration | Disbursements | Vendor                 |                     |
|---|------------|--------------|------------------------|---|-------------|-----------|-------------|--|----------------------------------|-------------|---------------|------------------------|---------------------|
|   |            |              |                        |   |             |           |             |  |                                  |             |               | Total Invoice Payments | Open PO Encumbrance |
| Berchem Moses & Devlin                                |            |              |                        |   |             |           |             |  |                                  |             |               |                        |                     |
| July  | 8/24/2015  | \$ 27,991.50 | \$ -                   | \$ -  | \$ -        | \$ -      | \$ -        | \$ -                                     | \$ -                             | \$ -        | \$ 64.26      | \$ 28,056.76           |                     |
| August  | 9/10/2015  | \$ 25,970.00 | \$ -                   | \$ -  | \$ -        | \$ -      | \$ -        | \$ -                                     | \$ -                             | \$ -        | \$ 62.42      | \$ 27,032.42           |                     |
| September   | 10/16/2015 | \$ 25,614.00 | \$ -                   | \$ -  | \$ -        | \$ -      | \$ -        | \$ -                                     | \$ -                             | \$ -        | \$ 119.43     | \$ 25,733.43           |                     |
| Invoice Total   |            | \$ 80,575.50 | \$ -                   | \$ -  | \$ -        | \$ -      | \$ -        | \$ -                                     | \$ -                             | \$ -        | \$ 246.11     | \$ 80,821.61           |                     |
| Berchem Moses & Devlin- Purchase Order Encumbrance    |            |              |                        |   |             |           |             |  |                                  |             |               |                        |                     |
|   |            |              |                        |   |             |           |             |  |                                  |             |               | \$ 144,266.57          |                     |
| Durant Nichols  |            |              |                        |   |             |           |             |  |                                  |             |               |                        |                     |
| July  | 8/31/2015  | \$ -         | \$ -                   | \$ -  | \$ -        | \$ 130.00 | \$ 50.00    | \$ 2,747.50                              | \$ 100.00                        | \$ -        | \$ 8.73       | \$ 3,036.23            |                     |
| August  |            | \$ -         | \$ -                   | \$ 910.00                                     | \$ 1,145.00 | \$ 65.00  | \$ 1,650.00 | \$ 1,317.50                              | \$ 600.00                        | \$ -        | \$ -          | \$ 5,667.50            |                     |
| September   |            | \$ -         | \$ -                   | \$ 870.00                                     | \$ 3,500.00 | \$ 422.50 | \$ 1,250.00 | \$ 2,350.00                              | \$ 800.00                        | \$ 2,498.00 | \$ -          | \$ 11,690.50           |                     |
| Invoice Total   |            | \$ -         | \$ -                   | \$ 1,780.00                                   | \$ 4,645.00 | \$ 617.50 | \$ 2,950.00 | \$ 6,415.00                              | \$ 1,500.00                      | \$ 2,498.00 | \$ 8.73       | \$ 20,414.23           |                     |
| Durant Nichols- Purchase Order Encumbrance            |            |              |                        |   |             |           |             |  |                                  |             |               |                        |                     |
|   |            |              |                        |   |             |           |             |  |                                  |             |               | \$ -                   |                     |
| Brandon Huseby  |            |              |                        |   |             |           |             |  |                                  |             |               |                        |                     |
| August  |            | \$ -         | \$ -                   | \$ -  | \$ -        | \$ -      | \$ -        | \$ 1,841.69                              | \$ -                             | \$ -        | \$ -          | \$ 1,841.69            |                     |
| Invoice Total   |            | \$ -         | \$ -                   | \$ -  | \$ -        | \$ -      | \$ -        | \$ 1,841.69                              | \$ -                             | \$ -        | \$ -          | \$ 1,841.69            |                     |
| Brandon Huseby - Purchase Order Encumbrance           |            |              |                        |   |             |           |             |  |                                  |             |               |                        |                     |
|   |            |              |                        |   |             |           |             |  |                                  |             |               | \$ -                   |                     |
| Kainen Escalera & McHale                              |            |              |                        |   |             |           |             |  |                                  |             |               |                        |                     |
| August  | 8/31/2015  | \$ -         | \$ -                   | \$ -  | \$ -        | \$ -      | \$ 927.50   | \$ -                                     | \$ -                             | \$ -        | \$ 66.67      | \$ 994.17              |                     |
| September   | 9/30/2015  | \$ -         | \$ -                   | \$ -  | \$ 3,577.50 | \$ -      | \$ 2,120.00 | \$ -                                     | \$ -                             | \$ -        | \$ 133.34     | \$ 5,830.84            |                     |
| Invoice Total   |            | \$ -         | \$ -                   | \$ -  | \$ 3,577.50 | \$ -      | \$ 3,047.50 | \$ -                                     | \$ -                             | \$ -        | \$ 200.01     | \$ 6,825.01            |                     |
| Kainen Escalera & McHale - Purchase Order Encumbrance |            |              |                        |   |             |           |             |  |                                  |             |               |                        |                     |
|   |            |              |                        |   |             |           |             |  |                                  |             |               | \$ 12,500.00           |                     |

Fairfield Public Schools Legal Fees

Encumbered and Paid as of December 31, 2015

| Month  | Inv. Date | Special Ed   | Lawsuit Resolutions | General Matters Non-Human Resources | Residency   | FOI       | Expulsion   | General Matters Human Resources | Labor Contract Negotiation | Arbitration | Disbursements | Vendor<br>Total Invoice Payments<br>Open PO Encumbrance |
|--|-----------|--------------|---------------------|-------------------------------------|-------------|-----------|-------------|---------------------------------|----------------------------|-------------|---------------|---|
| Pullman & Comley, LLC                              |           |              |                     |                                     |             |           |             |                                 |                            |             |               |   |
| Invoice Total                                      |           | \$ -         | \$ -                | \$ -                                | \$ -        | \$ -      | \$ -        | \$ -                            | \$ -                       | \$ -        | \$ -          | \$ -  |
| Pullman & Comley, LLC - Purchase Order Encumbrance |           |              |                     |                                     |             |           |             |                                 |                            |             |               | \$ 100,000.00   |
| Rose Kallor  |           |              |                     |                                     |             |           |             |                                 |                            |             |               |   |
| July   | 9/2/2015  | \$ -         | \$ -                | \$ -                                | \$ -        | \$ -      | \$ -        | \$ 560.00                       | \$ -                       | \$ -        | \$ -          | \$ 560.00   |
| Invoice Total                                      |           | \$ -         | \$ -                | \$ -                                | \$ -        | \$ -      | \$ -        | \$ 560.00                       | \$ -                       | \$ -        | \$ -          | \$ 560.00   |
| Rose Kallor - Purchase Order Encumbrance           |           |              |                     |                                     |             |           |             |                                 |                            |             |               | \$ 17,000.00  |
| David Ryan   |           |              |                     |                                     |             |           |             |                                 |                            |             |               |   |
| Invoice Total                                      |           | \$ -         | \$ -                | \$ -                                | \$ -        | \$ -      | \$ -        | \$ -                            | \$ -                       | \$ 1,800.00 | \$ -          | \$ 1,800.00   |
| David Ryan - Purchase Order Encumbrance            |           |              |                     |                                     |             |           |             |                                 |                            |             |               | \$ 1,800.00   |
| M. Jackson Webber                                  |           |              |                     |                                     |             |           |             |                                 |                            |             |               |   |
| Invoice Total                                      |           | \$ -         | \$ -                | \$ -                                | \$ -        | \$ -      | \$ -        | \$ -                            | \$ -                       | \$ -        | \$ -          | \$ -  |
| M. Jackson Webber - Purchase Order Encumbrance     |           |              |                     |                                     |             |           |             |                                 |                            |             |               | \$ 454.85   |
| Acct. #11-2320-358-010                             |           | \$ 80,575.50 | \$ -                | \$ 1,780.00                         | \$ 8,222.50 | \$ 617.50 | \$ 5,997.50 | \$ 8,816.69                     | \$ 1,500.00                | \$ 4,298.00 | \$ -          | \$ 112,262.54   |

Bertram & Moses - Special Education  
 Laurie Cain Human Resources  
 Diane Cochran Human Resources  
 Cheryl D'Amato Human Resources  
 Brandon Huseby Instructional  
 Durant Nichols Business Office  
 Kaiten Escalera & Michale Human Resources, Instructional & Superintendent Instructional

2015-2016 TOTAL PAYMENTS - ACTUAL AS OF 12-31-2015 \$ 112,262.54  
 2015-2016 TOTAL PO ENCUMBRANCE AS OF 12-31-2015 \$ 275,246.57  
 2015-2016 BUDGETED AMOUNT \$ 525,000.00  
 2015-2016 ACCOUNT BALANCE AS OF 12-31-2015 \$ 137,490.89