

REQUEST FOR PROPOSAL

Wellesley Public Schools Counseling Services

RFP #: 2025-04
Wellesley Townsman Newspaper
Goods and Services Bulletin
<https://wellesleyps.org/business-office/bids/>
<https://www.commbuys.com/bsa>

Proposal Release Date: March 24, 2025

Questions Due Date: April 2, 2025

Amendments and Responses to Questions: April 4, 2025

Submission Deadline: April 11, 2025

Anticipated Award Date: May 13, 2025

Proposals Opened At: Wellesley Public Schools
40 Kingsbury Street
Wellesley, MA 02481

Term: August 1, 2025 – July 30, 2026, with the possibility of two (2) additional one-year extensions contingent upon the availability of appropriated funds

Table of Contents

LEGAL NOTICE.....	4
SECTION 1: GENERAL INFORMATION	5
1. OVERVIEW	5
2. AVAILABILITY OF PROPOSAL DOCUMENTS	5
3. ADDENDA AND INTERPRETATION	5
SECTION 2: HOW TO SUBMIT A PROPOSAL.....	6
1. PROPOSAL SUBMITTAL.....	6
2. FAX/ELECTRONIC PROPOSAL SUBMITTAL	7
3. RECEIPT OF PROPOSALS	7
4. COMPLIANCE WITH REQUEST FOR PROPOSAL.....	7
5. REQUIRED PROPOSAL DOCUMENTS	7
6. MODIFICATIONS TO PROPOSALS.....	8
7. PROPOSAL OPENING	8
SECTION 3: PROPOSAL REQUIREMENTS.....	8
1. PERFORMANCE CAPABILITIES.....	8
2. QUALIFICATION OF PROPOSER.....	8
3. REFERENCES.....	9
4. SUBCONTRACTORS	9
5. TAXES	9
SECTION 4: AWARD AND CONTRACT	9
1. RULE OF AWARD.....	9
2. TIMEFRAME FOR AWARD.....	9
3. RESERVED RIGHTS	10
4. CONTRACT	10
5. TERM.....	10
6. COMPETITIVENESS AND INTEGRITY	10
7. RIGHT TO KNOW LEGISLATION, M.G.L., CH. 111F & 454 C.M.R. 21.06.....	10
8. INVOICING AND PAYMENTS	10
9. WARRANTY	11
SECTION 5: PRODUCT AND PERFORMANCE TERMS.....	11
1. QUALITY MINIMUM REQUIREMENTS.....	11
2. SCOPE OF SERVICES	12
3. COMPARATIVE EVALUATION CRITERIA	12
4. INSURANCE	13

EXHIBIT A: COVER SHEET	14
EXHIBIT B: PLAN OF SERVICES	15
EXHIBIT C: NON-PRICE PROPOSAL.....	16
EXHIBIT D: PRICE PROPOSAL (SEPARATE SEALED ENVELOPE).....	17
EXHIBIT E: REFERENCES	18
EXHIBIT F: FINGERPRINTING REQUIREMENTS.....	19
EXHIBIT G: CORI FORM	20
.....	20
EXHIBIT H: CERTIFICATE OF NON-COLLUSION.....	22
EXHIBIT I: TAX COMPLIANCE CERTIFICATION	23
EXHIBIT J: CERTIFICATE OF AUTHORITY.....	24
EXHIBIT K: CONTRACT FOR SERVICES	25
EXHIBIT L: STUDENT DATA PRIVACY AGREEMENT	35
ARTICLE I: PURPOSE AND SCOPE	37
ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS	2
ARTICLE III: DUTIES OF LEA	2
ARTICLE IV: DUTIES OF PROVIDER.....	3
ARTICLE V: DATA PROVISIONS.....	4
ARTICLE VII: MISCELLANEOUS	5
EXHIBIT M: INSURANCE REQUIREMENTS	6

LEGAL NOTICE

School Counseling Services RFP #2025-04

The Town of Wellesley, Massachusetts, acting through Wellesley Public Schools, the Awarding Authority (the “Town”), invites sealed proposals for School Counseling Services at the Wellesley Public Schools, Business Office, 40 Kingsbury Street, Wellesley, MA 02481 until 10:00 a.m. on April 11, 2025, Counseling Services RFP will be released on March 24, 2025 at 10:00 a.m.

For questions, information, or proposal documents contact Cynthia Mahr, Assistant Superintendent for Finance and Operations, at schoolbids@wellesleyma.gov.

KEY DATES

<u>Item</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Notice	March 24, 2025 March 24, 2025 March 27, 2025 and April 3, 2025		https://wellesleyps.org/business-office/bids/ https://www.commbuys.com/bsob Goods and Services Bulletin Wellesley Townsman Newspaper
Release of Proposal	March 24, 2025	10:00 a.m.	https://wellesleyps.org/business-office/bids/ Business Office 40 Kingsbury Street Wellesley, MA 02481 Email at schoolbids@wellesleyma.gov https://www.commbuys.com/bsob
Questions Due	April 2, 2025	10:00 a.m.	Email at Schoolbids@wellesleyma.gov
Amendments and Responses to Questions	April 4, 2025	4:00 p.m.	https://wellesleyps.org/business-office/bids/
Submittal Date	April 11, 2025	10:00 a.m.	Cynthia D. Mahr, Assistant Superintendent for Finance and Operations 40 Kingsbury Street Wellesley, MA 02481 cmahr@wellesleyma.gov
Expected Award Date	May 13, 2025		
Term	August 1, 2025 to July 31, 2026 with the possibility of two (2) additional one-year extensions contingent upon the availability of appropriated funds.		

SECTION 1: GENERAL INFORMATION

1. OVERVIEW

This is a Request for Proposal (RFP) issued by the Town of Wellesley for counseling services. Wellesley Public Schools (WPS) seeks proposals for a mental health service agency to provide consultation to staff, community education, and employee assistance. Proposals should be delivered to Wellesley Public Schools, Business Office c/o Cynthia Mahr, 40 Kingsbury Street, Wellesley, MA 02481.

In accordance with Massachusetts General Laws (MGL) Chapter 30B, respondents must submit separate Price and Non-Price proposals in separately sealed envelopes.

The Town is an affirmative action/equal opportunity employer and encourages participation from certified minority and women-owned businesses in this RFP.

The Town may cancel this RFP or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

2. AVAILABILITY OF PROPOSAL DOCUMENTS

Proposal documents will be made available beginning March 24, 2025, at 10:00 a.m. by the following means:

- a) COMMBUYS: <https://www.commbuys.com/bsc>,
- b) By email to schoolbids@wellesleyma.gov,
- c) By phone to Cynthia Mahr at 781-446-6210 x5611, or
- d) By going to <https://wellesleyps.org/business-office/bids/> or Wellesley Public Schools, Business Office, 40 Kingsbury Street, Wellesley, MA 02481 (M-F 8:00 a.m. – 4:00 p.m.).

Proposal documents will be emailed unless delivery via U.S. Mail is specified by the requestor.

Proposers shall use complete sets of proposal documents in preparing proposals. The Town will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of proposal documents.

The Town, in making copies of the proposal documents available, does so only for the purpose of obtaining proposals on the work of this RFP, and does not expressly or impliedly confer a license or permission of any kind to any person for any other use thereof.

3. ADDENDA AND INTERPRETATION

Prior to the opening of proposals, no interpretation of the meaning of the project documents will be made to any proposer orally. Any apparent inconsistencies or any matter seeming to require explanation or interpretation in this RFP, must be inquired in writing and addressed to Cynthia Mahr via email at schoolbids@wellesleyma.gov. No requests will be accepted beyond April 2, 2025 at 10:00 a.m.

Written addenda will be emailed to all parties who, according to the Town's records, have obtained or requested proposal documents and have furnished an email address for such purposes. Absence of "failure" messages electronically transmitted from addressee's email address will serve as confirmation of delivery of addenda.

Copies of addenda will be made available for inspection at all locations where proposal documents are on file for that purpose and will be posted on the WPS website (<http://wellesleyps.org/business-office/bids/>). Each proposer shall be responsible for determining that it has received all addenda issued and shall acknowledge

receipt of all addenda on its Cover Sheet, and failure of any proposer to receive any addendum shall not relieve such proposer from any obligation under its proposal as submitted. All addenda so issued shall become part of the proposal documents.

All addenda will be posted by April 4, 2025 by 4:00 p.m. Proposers should contact Cynthia Mahr via email (schoolbids@wellesleyma.gov) or phone (781-446-6210 x5610) if they believe an addendum has not been received. The Town will not be responsible for, and no proposer may rely upon or use as the basis of a claim against the Town, any information, explanation, or interpretation of the proposal documents rendered in any fashion except as herein provided.

SECTION 2: HOW TO SUBMIT A PROPOSAL

1. PROPOSAL SUBMITTAL

Proposals consist of two parts: A Price Proposal and a Non-Price Proposal. In accordance with M.G.L. c. 30B, respondents must submit separate Price and Non-Price Proposals in separately sealed envelopes clearly marked with the following information on the front of the envelope:

Price Proposals:

“Price Proposal for RFP #2025-04 – WELLESLEY PUBLIC SCHOOLS COUNSELING SERVICES RFP”

Non-Price Proposals:

“Non-Price Proposal for RFP #2025-04 – WELLESLEY PUBLIC SCHOOLS COUNSELING SERVICES RFP”

Every proposal must be submitted on the prescribed proposal forms, copies of which are included with the proposal documents. All blank spaces on the proposal forms shall be filled in, in ink or typewritten in figures. The prices for each item on the Price Proposal shall be stated in both figures and in written form. Where itemized lump sum or unit prices are called for, all such prices shall be provided by the proposer. In the event of a discrepancy between the indicated sum of any column of figures and the correct sum thereof, the correct sum shall govern.

The proposer shall enclose its sealed proposal in an outer envelope addressed as follows:

FROM: (Proposer’s name and business address)
RE: Wellesley Public Schools Counseling Services RFP
TO: Wellesley Public Schools
Cynthia D. Mahr, Assistant Superintendent for Finance and Operations
40 Kingsbury Street
Wellesley, MA 02481

Proposers must submit one original and two (2) copies of the proposal.

The proposal shall state the legal name of the proposer and shall be signed in ink by a person or persons legally authorized to bind the proposer to a contract, as follows: (1) if the proposer is an individual, by him/her personally; (2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed. The name and title of the person or persons signing the proposal shall be typed or printed below the signature(s).

2. FAX/ELECTRONIC PROPOSAL SUBMITTAL

Proposals sent by fax or electronic means are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by air freight, postal service, or other means.

3. RECEIPT OF PROPOSALS

Sealed proposals will be accepted at Wellesley Public Schools, 40 Kingsbury Street, Wellesley, MA 02481 until 10:00 a.m. as read on the clock in the Business Office on April 11, 2025. If, at the time of the scheduled submission date, the School Administration Building is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal submission deadline will be postponed until 10:00 a.m. on the next normal business day. Proposals will be accepted until that date and time.

Proposals received prior to the time of the opening will be kept unopened in a secure location. No responsibility will be attached for the premature opening of a proposal that is not properly addressed.

Any proposal may be withdrawn by the proposer or its duly authorized representative by written notice received by the Town at the address for receipt of proposals specified in the Request for Proposals prior to the time scheduled for the opening of such proposals or authorized postponement thereof. No proposal may be withdrawn for thirty (30) business days after the opening of general proposals. All proposal prices submitted in response to this RFP must remain firm for sixty (60) days following the proposal opening.

4. COMPLIANCE WITH REQUEST FOR PROPOSAL

Proposers must comply with all requirements of this RFP in order to be eligible for contract award.

The Town reserves the right to reject any or all proposals if it is in the public interest to do so.

Every proposal which does not conform to statutory requirements, or which is on a form not completely filled in, or which is incomplete, conditional or obscure, or which contains any addition not called for, shall be considered invalid and the Town shall reject any such proposal.

In addition, the Town may consider informal and may reject any proposal which is not prepared and submitted in accordance with all requirements of the proposal documents, or which contains erasures, alterations, additions, errors or irregularities of any kind, or which contains proposed prices for any class or item of work which are, in the judgment of the Town, substantially less or more than the actual cost to complete the work; provided, however, that the Town reserves the right to waive any and all minor informalities or non-statutory requirements.

Subject to the foregoing, if the proposal forms, specifications, or any other proposal documents require submission of special information or data to accompany proposals, and any proposer neglects to furnish such information or data with its proposal, the Town may reject the proposal of such proposer as incomplete; provided, however, that the Town reserves the right to deem any such omission which is not an omission of substance as an informality for which such proposal will not be rejected, and to subsequently receive such information or data prior to award of the contract.

5. REQUIRED PROPOSAL DOCUMENTS

All proposals are **required** to contain the following forms fully completed and signed (if applicable):

- a) Cover Sheet (Exhibit A);

- b) Plan of Services (Exhibit B);
- c) Non-Price Proposal (Exhibit C);
- d) Price Proposal (Exhibit D) (Separate Sealed Envelope);
- e) References (Exhibit E);
- f) Fingerprinting Requirements (Exhibit F);
- g) CORI Form (Exhibit G);
- h) Certificate of Non-Collusion (Exhibit H);
- i) Tax Compliance Certification (Exhibit I);
- j) Certificate of Authority (Exhibit J);
- k) Student Data Privacy Agreement (Exhibit L);
- l) Insurance Requirements (Exhibit M); and
- m) W-9 Form.

6. MODIFICATIONS TO PROPOSALS

A proposer may correct, modify, or withdraw a proposal by written notice received by the Town no later than the close of business on the day before the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No. ___." Each modification must be numbered in sequence, must reference the original RFP and must be signed by the same person who signed the Wellesley Public Schools Name of Proposal Price Quotation Spreadsheet or a surrogate so authorized in writing.

After the proposal opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition as determined by the Town.

7. PROPOSAL OPENING

Sealed proposals will be accepted at Wellesley Public Schools, 40 Kingsbury Street, Wellesley, MA 02481 until 10:00 AM as read on the clock in the Business Office on April 11, 2025. Proposals will be made available for inspection on-site for a reasonable period of time after all proposals are opened and a determination made on the awarded vendor. Price Proposals are opened privately after proposal evaluations.

SECTION 3: PROPOSAL REQUIREMENTS

1. PERFORMANCE CAPABILITIES

Although the cost of services is a consideration, the Town is primarily concerned with the proven ability of the proposer to satisfactorily perform its contract so that the service will be provided in accordance with the Wellesley Public Schools Counseling Services RFP documents. The Town will select the most responsive and responsible bidder with the best quality of counseling services. The decision of the Town will be final. An explanation of the decision will not be provided.

2. QUALIFICATION OF PROPOSER

In order to be considered for the award of this RFP, proposers must demonstrate competency in the business of providing the goods and/or services specified in this RFP by conformance with the following criteria:

1. Proposer must have a verified experience record acceptable to the Town, including having successfully performed a similar size and scope of work as is proposed to three (3) other school districts (similar in size / scale).
2. Proposer must not have defaulted on or failed to perform any contract within the last three (3) years.
3. Proposer must receive favorable ratings from references.
4. Proposer must be registered to do business in Massachusetts.

5. Proposer must hold all applicable State and Federal permits, licenses and approvals.

The Town reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer, or the Town's own experience with such proposer, fails to satisfy the Town that such proposer is properly qualified to carry out the obligation of the contract by supplying the equipment and services contemplated therein. Conditional or unqualified proposals will not be accepted.

3. REFERENCES

Proposers must provide a complete list of all jobs performed in the past three (3) years that are similar in size and scope to this project. Any omission will be considered grounds to invalidate the proposer's proposal.

Use the form marked "REFERENCES" in this proposal (Exhibit E) and provide the following information for each reference:

- a) Contact Person
- b) Street
- c) City, State, Zip
- d) Email Address
- e) Phone Number

Poor references may be used as a basis for determining that a vendor is not a responsible proposer. The Wellesley Public Schools may act as its own reference.

4. SUBCONTRACTORS

Proposer must supply a list of subcontractors to be used during the contract, if applicable.

5. TAXES

The Town is exempt from Town, County, State and Federal/Excise Taxes. Certificates will be issued upon request. Any appropriate taxes shall be shown as a separate item on each Proposal. Proposer shall obtain all appropriate tax exemption certificates from the Town.

No contract may be entered into with any party that has not filed and paid all taxes required under law. This certification is to be included with the sealed proposal. Failure to submit a statement of compliance will result in the proposal being disqualified.

SECTION 4: AWARD AND CONTRACT

1. RULE OF AWARD

The Wellesley Public Schools will determine the most advantageous proposal from a responsible and responsive agency, taking into consideration price and all evaluation criteria set forth in the RFP. The Town reserves the right to reject any proposal or portion of a proposal, to waive any informality in a proposal and to award the contract to the responsive and responsible agency who offers the best value as shall be deemed in the best interest of the Town.

The Town reserves the right to request an agency to maintain agency records for six (6) years and to provide assistance with any future audit requirements. A Town Contract and/or a Purchase Order will be furnished to the successful agency. Exhibit J is a sample contract.

2. TIMEFRAME FOR AWARD

Award of the Contract will be made within forty-five (45) business days after (i) the opening of proposals or (ii) the receipt by the Town of any approvals necessary from federal or Commonwealth agencies in connection with

the project, whichever is later. All proposal prices submitted in response to this RFP must remain firm for sixty (60) days following the bid opening or until a Contract is executed, whichever occurs first.

3. RESERVED RIGHTS

As it deems best serves the interests of the Wellesley Public Schools, the Town reserves the right to:

- a) Cancel this RFP at any time, with or without notice to prospective proposers. Reasonable efforts will be made to give timely notice.
- b) Accept or reject, in whole or in part, any and all proposals as permitted by law.
- c) Waive or adjust non-statutory proposal requirements before or after proposals are opened, while also being non-prejudicial to the interests of fair competition.

4. CONTRACT

The successful proposer will be notified in writing, by mail or otherwise, that its proposal has been accepted and that it has been awarded the Contract. The successful proposer shall execute the Contract (Form J) within ten (10) days after presentation of the Contract to the proposer or notice to the proposer that the Contract is ready for execution.

A signed contract will result from this RFP and will remain in effect for the contracted work period or until the purpose of the contract is fully realized. While the contract is in effect, the Procurement Officer acting on behalf of the Wellesley Public Schools may continue to place orders for the awarded items at the original proposal price.

5. TERM

The term of this agreement will be from August 1, 2025 through July 31, 2026 with the possibility of two (2) additional one-year extensions (August 1, 2026 – July 31, 2027 and August 1, 2027 – July 31, 2028) contingent upon the availability of appropriated funds.

6. COMPETITIVENESS AND INTEGRITY

The Town has assigned control of this proposal process to the Wellesley Public Schools Business Office, to prevent biased evaluations and to preserve the competitiveness and integrity of such efforts. Proposers are to direct all communications regarding this RFP to the Wellesley Public Schools Business Office, unless otherwise specifically noted. Attempts by proposers to circumvent this requirement will be viewed negatively and may result in rejection of that proposal. The Wellesley Public Schools Business Office may refer communications to other parties for clarification.

7. RIGHT TO KNOW LEGISLATION, M.G.L., CH. 111F & 454 C.M.R. 21.06

All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to M.G.L. c. 111F, are cautioned to obtain and read the statute and regulations referred to above.

Method of Acquisition: All items and materials shall be included in the price of services. Wellesley Public Schools will issue purchase orders if they deem the Contract useable.

8. INVOICING AND PAYMENTS

The successful proposer must direct all itemized monthly invoices and statement to: Wellesley Public Schools, ATTN: Business Office, 40 Kingsbury Street, Wellesley, MA 02481 or email to SchoolAP@wellesleyma.gov. An itemized invoice is a detailed billing document that includes the invoice number, invoice date, service dates,

descriptions of work performed, number of hours, hourly rates, number of people served, subtotal for each service, total amount due, and payment terms. The monthly invoice must include the following breakout for payment:

Total Hours for Month/Year	Staff Consultation	Community Education	Employee Assistance	Assessment / Referral of Students
Preschool at Wellesley Schools (PAWS)				
PAWS / Elementary Schools				
Psychologists – PAWS / Elementary				
Social Workers – PAWS / Elementary				
Bates Elementary School				
Fiske Elementary School				
Hardy Elementary School				
Hunnewell Elementary School				
Schofield Elementary School				
Sprague Elementary School				
Wellesley Middle School				
Guidance Counselors – Middle School				
Psychologists – Middle School				
Social Workers – Middle School				
Wellesley High School				
Wellesley High School - Bridge, Cornerstones, Gateways, Launch				
Guidance Counselors – High School				
Psychologists – High School				
Social Workers – High School				
TOTAL MONTHLY HOURS				

Wellesley Public Schools is tax-exempt. Sales taxes and finance charges will not be paid. Payments will be made for all goods/services delivered or provided within 30 days of receipt and acceptance of delivery.

9. WARRANTY

The successful bidder shall provide warranties to the Town as more fully described in the Contract attached hereto.

SECTION 5: PRODUCT AND PERFORMANCE TERMS

1. QUALITY MINIMUM REQUIREMENTS

- a) Must include all forms contained in the document with applicable signatures.
- b) Must meet all Proposer Requirements, Experience, and goods/services outlined in this RFP.
- c) Proposers must provide a complete list of all jobs performed in the past three (3) years that are similar in size and scope to this project.

2. SCOPE OF SERVICES

Wellesley Public Schools is seeking a mental health service agency to provide consultation to staff, community education, and employee assistance. The support should be focused on the following areas:

Consultation

Communication
Team building
Conflict resolution
Organization development

Community Education

Mental health
Child development
Family and work

Employee Assistance

Counseling and referral
Stress management
Health education

Detailed support to include:

- a) Provide assessment and referral services relative to mental health needs of students.
- b) Consult with and assist administrators, teachers, and counselors in dealing with challenging students and/or situations.
- c) Deliver consulting services requiring the exercise of professional judgment and discretion in the handling of diverse and wide-ranging problems, including crisis situations.

ANTICIPATED WORK SCHEDULE:

Up to 200 hours per year.

3. COMPARATIVE EVALUATION CRITERIA

- A. Relevant experience of mental health agency staff:

Highly Advantageous: The agency has at least ten (10) years of experience providing mental health services including, but not limited to, assessment, intervention, and counseling services to adolescents, families, and/or school districts.

Advantageous: The agency has at least five (5) years of experience providing mental health services including, but not limited to, assessment, intervention, and counseling services to adolescents, families, and/or school districts.

Not Advantageous: The agency has less than five (5) years of experience providing mental health services including, but not limited to, assessment, intervention, and counseling services to adolescents, families, and/or school districts.

- B. The agency has a range of qualified professionals to provide support to the students and families.

Highly Advantageous: The agency employs eight (8) or more doctorate level clinical staff members.

Advantageous: The agency employs five (5) or more doctorate level clinical staff members.

Not Advantageous: The agency employs less than five (5) doctorate level clinical staff members.

- C. The agency demonstrates the ability to provide the following services: Consultation: communication, team building, conflict resolution, organization development; Community Education: mental health, child development, family, and work; and Employee Assistance: counseling and referral, stress management, and health education.

Highly Advantageous: The agency submits examples, case histories, and/or other concrete demonstrations of past experience in providing all services.

Advantageous: The agency submits examples, case histories, and/or other concrete demonstrations of past experience in providing five (5) or more services.

Not Advantageous: The agency submits examples, case histories, and/or other concrete demonstrations of past experience in providing less than five (5) services.

4. INSURANCE

With the award of the Contract, the vendor shall submit Certificates of Insurance to the Town to prove that it has certain minimum coverages as more fully described in the Contract attached hereto.

EXHIBIT A: COVER SHEET

Town of Wellesley/WELLESLEY PUBLIC SCHOOLS

Instructions to Proposers

WELLESLEY PUBLIC SCHOOLS COUNSELING SERVICES RFP

From: _____
(Name of Proposer)

() a corporation, organized and existing under the laws of the state of _____ ()
a partnership

() a joint venture

() an individual

doing business as _____

By submitting this proposal, the undersigned represents to the Town that it has examined and understands the Request for Proposal, proposal forms, and all other documents in this proposal package. By submitting this proposal, the undersigned agrees that it shall be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts with respect to any actions arising out of or related to this proposal or any contract that may be entered into based upon this proposal, and that any such actions commenced by the undersigned shall be commenced in the courts of the Commonwealth of Massachusetts. A proposer wishing to amend this proposal after transmittal to the Town may do so only by withdrawing this proposal and resubmitting another proposal prior to the time for opening proposals. The undersigned proposes to furnish all labor and materials required for the work of the Contract referred to above for the prices stated on the attached Price Proposal (Exhibit D), which prices are incorporated by reference into this Proposal.

The undersigned agrees that, if selected, it will within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town, execute a Contract substantially in the form attached to the Request for Proposals (Exhibit J) and in accordance with the terms of this proposal. The proposal includes the addenda as numbered below, which proposer acknowledges receipt of:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

Authorized Signature

Date

Print Authorized Name

Contact Name for Proposal Questions:

Contact Name

Email of Contact Person

Company Name

Contact Person Phone Number

Address

State

Zip Code

EXHIBIT B: PLAN OF SERVICES

Proposers must submit a staffing plan showing the name, title and/or position, and role of each individual who will substantially contribute to this project. For each individual, attach a current resume.

EXHIBIT C: NON-PRICE PROPOSAL

Answers to the questions in this section must be in the order presented below and noted with Question Letter and Heading Name (e.g., Question A1 – Experience).

A. Experience

1. How many years has the proposer provided mental health services including, but not limited to, assessment, intervention, and counseling services to adolescents, families, and/or school districts.

Services	Years of Experience
Assessment	
Intervention	
Counseling to Adolescents	
Counseling to Families	
Counseling to School Districts	

2. How many doctorate level clinical staff members does the agency employ? _____

B. Services Offered

1. Please indicate which supports your agency offers. Proposers must submit examples, case histories, and/or other concrete demonstrations of past experience in providing each type of service.

Type of Support	Support Offered (Yes or No)	Examples Provided (Yes or No)
1) Consultation		
a) Communication		
b) Team building		
c) Conflict resolution		
d) Organization development		
2) Community Education		
a) Mental health		
b) Child development		
c) Family and work		
3) Employee Assistance		
a) Counseling and referral		
b) Stress management		
c) Health education		

EXHIBIT D: PRICE PROPOSAL (SEPARATE SEALED ENVELOPE)

Price Quotation Sheet for Counseling Services.

Contract Year 1:

August 1, 2025 – July 31, 2026

Counseling Services (hourly rate):

\$ _____/hour

Additional Year 2:

August 1, 2026 – July 31, 2027

Counseling Services (hourly rate):

\$ _____/hour

Additional Year 3:

August 1, 2027 – July 31, 2028

Counseling Services (hourly rate):

\$ _____/hour

Authorized Vendor Signature

Date

Company Name

EXHIBIT E: REFERENCES

Proposers must provide a complete list of all jobs performed in the past three (3) years that are similar in size and scope to this project. Any omission will be considered grounds to invalidate the proposer's proposal.

1. Contact Name: _____

School: _____

Address: _____

Email Address: _____

Phone Number: _____

2. Contact Name: _____

School: _____

Address: _____

Email Address: _____

Phone Number: _____

3. Contact Name: _____

School: _____

Address: _____

Email Address: _____

Phone Number: _____

EXHIBIT F: FINGERPRINTING REQUIREMENTS

WELLESLEY PUBLIC SCHOOLS

FINGERPRINTING – QUICK REFERENCE

Statewide Applicant Fingerprint Identification Services (SAFIS) Program

Massachusetts law now requires fingerprint-based criminal history record checks for most individuals involved with Department of Early Education and Care (EEC) licensed, approved, or funded programs. EEC, the Massachusetts Department of Elementary and Secondary Education (ESE) and the Executive Office of Public Safety and Security (EOPSS) have partnered with MorphoTrust USA to implement the Statewide Applicant Fingerprint Identification Services (SAFIS) Program and are working to provide convenient applicant fingerprinting enrollment centers throughout the Commonwealth of Massachusetts. NOTE: This Registration Guide is intended to provide guidance to individuals who are licensed or employed by EEC, or seek licensing or employment with an EEC-licensed family, small or large group/school-age child care provider, residential care program or adoption/foster care placement agency, as well as in-home non-relative caregivers, adoptive or foster parents and their household members, and individuals who provide transportation services on behalf of any EEC-licensed or funded program. If you work for a Pre-K program run by a public or private K-12 school, please consult the ESE registration instructions for Pre-K-12th Grade Education entities.

Overview of the Fingerprinting Process

The following is an overview of the SAFIS fingerprinting process:

- An applicant/employee [registers for a fingerprinting appointment](#) via either the MorphoTrust USA Identogo™ registration website or the MorphoTrust Massachusetts Customer Service (telephone) Center at (866) 349-8130;
- Provide your Wellesley Public School District and ESE Organization Code: 03170000
- An applicant/employee goes to a MorphoTrust USA Identogo™ enrollment center on the date and time selected by him/her and has his/her fingerprints taken;
- Individuals will pay a fee to comply with this requirement of \$35.00 for non-licensed employees and \$55.00 for DESE Licensed Professionals (including those with pending applications/licenses).
- You will be provided with a fingerprint receipt. A copy of this receipt must be returned to the WPS Human Resources Department as a confirmation that the fingerprints were captured.
- The applicant's/employee's fingerprints are sent electronically to the Massachusetts State Police (MSP) for a statewide criminal history record check and to the Federal Bureau of Investigation (FBI) for a nationwide criminal record check;
- The results of both the State and National fingerprint-based criminal history record checks are returned to the MSP

For more information please visit:

- [Massachusetts Legislature – Session Laws](#)
- [MSP Fingerprinting Registration Guide](#)
- [FAQ Regarding Background Checks Law](#)

If you have any further questions, please feel free to contact Alvin Ruan, Human Resources Secretary at 781-446-6210 ext. 5622.



THE COMMONWEALTH OF MASSACHUSETTS
 EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
 Department of Criminal Justice Information Services 200
 Arlington Street, Suite 2200, Chelsea, MA 02150
 TEL: 617-860-4640 | TTY: 617-860-4608 | FAX: 617-860-5073
 MASS.GOV/CJIS



This form is not to be faxed. Please return form to organization.

**Criminal Offender Record Information (CORI)
 Acknowledgement Form**

To be used by organizations using consumer reporting agencies to conduct CORI checks for employment, volunteer, subcontractor, licensing, and housing purposes.

_____ is registered under the
 (Organization)

provisions of M.G.L. c.6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing. _____ has authorized

_____ to submit CORI checks
 (Organization)

_____ to submit CORI checks
 (Consumer Reporting Agency)
 to the Massachusetts Department of Criminal Justice Information Services (DCJIS) on its behalf.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS. I hereby acknowledge and provide permission to _____

_____ to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing _____

_____ with written notice of my intent to withdraw consent to a CORI check. I also understand that this form is a CORI acknowledgement form and I am entitled to additional consumer reporting disclosure forms under the Fair Credit Reporting Act. If I have not received those disclosures, I should contact _____

_____ to request this information.
 (Organization)

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY:

I also understand that the _____ on behalf of

_____ may conduct
 (Consumer Reporting Agency)
 (Organization)

subsequent CORI checks within one year of the date this Form was signed by me.

By signing below, I provide my consent to a CORI check and affirm that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

Signature of CORI Subject

Date

EXHIBIT H: CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of business

Date

EXHIBIT I: TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

*(Individual or Corporate Name) Signature of person submitting bid or proposal

Name of business

**Social Security Number or Federal Identification Number

Date

*Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant, and separate forms completed by each subcontractor.

**Your Social Security Number and Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of M.G.L. c. 62C, § 49A.

EXHIBIT J: CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____ (name of corporation) held on * _____ (date) at which all the Directors were present or waived notice, it was voted that _____ (name), _____ (office) of this corporation, be it he or she, hereby is authorized to execute proposal documents, contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any proposal document or contract or obligation in this corporation's name on its behalf under seal of the corporation, shall be valid and binding upon this corporation.

ATTEST: _____
(clerk or secretary)

Place of Business: _____

I certify that I am the clerk/secretary of the _____ and that _____ is the duly elected _____ and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____
(clerk or secretary)

Date:** _____

* This date must be on or before the date of the Contract.

** This date must be on or before the date of the Contract.

EXHIBIT K: CONTRACT FOR SERVICES

This agreement (“Contract for Services”) is made this _____th day of _____ 2025 by and between _____; (“Contractor”), and the Town of Wellesley, acting through Wellesley Public Schools (“Town”), for the provision of Wellesley Public Schools Counseling Services.

CONTRACT: The Contract is comprised of this Contract for Services, the Request for Proposals, the Proposal, Instructions to Bidders, all Bid documents, conditions, exhibits, addenda issued prior to the execution of this Contract for Services, and any modifications validly issued after the execution of this Contract for Services. Those documents are complementary, and what is required by one shall be as binding as if required by all.

In the case of any inconsistency or conflict among the documents that comprise the Contract or within any document, the Contract shall be interpreted on the basis of the following priorities, with the later date of the document in each category to take precedence:

- Specific Federal and State Laws
- Modifications or Amendments
- This Contract for Services
- Addenda to Invitation for Bids/Request for Proposal/Quotes and Instructions to Bidders
- Invitation for Bids/Request for Proposals/Quotes and Instructions to Bidders

The Contract constitutes the entire agreement between the Parties concerning the Services. There are no other agreements, oral or written, which modify or affect the Contract.

SERVICES: The Vendor agrees to perform certain Services as described in the Scope of Services. Consultant agrees to perform such services in a satisfactory and proper manner, consistent with generally accepted standards of professional skill and care.

PARTIES: Contractor and the Town may each be referred to as a “Party” or collectively as “the Parties.”

For the purposes of the Contract, the terms “Contractor,” “Vendor,” and “successful bidder” shall be interchangeable.

If the Town may or shall take any action under the Contract, such action may be undertaken by, under the supervision of, or at the direction of such departments, persons, officials, representatives, or contractors as may be specifically authorized by the Town from time to time in writing. Without limitation of the foregoing, however, it is understood and agreed that, unless the Town notifies Contractor otherwise, the Town Manager or his or her designee shall be authorized to act on behalf of the Town.

SCOPE OF SERVICES: The Scope of Services is described in the RFP.

MODIFICATION: A Modification is (1) a written amendment to the Contract signed by both Parties. No oral order, objection, claim or notice by any Party to the others shall affect or modify any of the terms or obligations contained in the Contract, and none of the provisions of the Contract shall be waived or modified by reason of any act whatsoever other than by a definitely agreed waiver or modification thereof in writing.

INVITATION FOR BIDS/REQUEST FOR PROPOSALS/QUOTES: The Request for Proposal is the document provided by the Town stating the Specifications, evaluation criteria and instructions for completing the Bid, and including other materials, as referenced, as well as addenda.

TERM: The term of the Contract is _____, 2025 through July 31, 2026, with the possibility of two (2) additional one-year extensions contingent upon the availability of appropriated funds. The Town must receive all invoicing for Services rendered during this period by June 30 of each contract year.

TIME OF PERFORMANCE: Contractor will provide Services during the hours specified by the Town.

Contractor agrees that time is of the essence in the performance of Services.

SERVICE SITES: Contractor will perform work at a location determined by the Town, which may include nine school buildings and other properties owned by the Town or a property mutually agreeable to both parties.

CHECK-IN AND CHECK-OUT AT SCHOOL SITES: Contractor and its agents shall check in and present valid picture identification at the principal's office or other administrative office upon arrival at any Wellesley Public School site, including Central Administration; and shall check out upon the completion of Services for the day.

The Town may require Contractor to complete a "Visit Record Log" upon arriving at a school site. If required, Contractor and its agents shall accurately record with whom Contractor is working, at what time and for what purpose, as well as track the duration of time that Services are performed in the Visit Record Log.

SERVICE DOCUMENTATION AND TRACKING: Contractor agrees to complete service documentation for each student serviced using a form or software acceptable to the Town. Service documentation is due monthly along with monthly invoicing. The Town will provide further instruction regarding service documentation if necessary.

SHARING INFORMATION: Contractor works as an independent contractor for the Town and not for the student receiving the services or their parent(s), guardian(s), or representative(s), nor other service provider(s). Contractor shall not share information including, but not limited to, clinical opinions, with others without first informing and receiving the Town's consent to do so. The Town may immediately terminate the Contract for violation of this clause.

CONFIDENTIAL INFORMATION: To facilitate Contractor's performance under the Contract, it may be necessary for the Town to disclose to Contractor certain proprietary or confidential student, technical or business information in electronic or other tangible or intangible forms. Accordingly, the Contract incorporates by reference the expectation that all confidential information remain confidential in perpetuity to the extent permitted by law and in accordance with the Data Security Agreement attached hereto as Exhibit K (the "Data Security Agreement").

DATA SECURITY AGREEMENT: Contractor agrees that it may create, receive from or on behalf of the Town, or have access to, information, records or record systems that are subject to, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g, 16 CFR 312 Children's Online Privacy Protection Rule, 201 CMR 17.00: Standards For The Protection of Personal Information of Residents of the Commonwealth, and 603 CMR 23.00 Student Records, and the Data Security Agreement (collectively the "Confidential Information").

Contractor represents, warrants, and agrees that it will: (1) hold the Confidential Information in strict confidence and will not use or disclose the Confidential Information except as permitted or required by (a) the Contract, (b) the Data Security Agreement; (c) all applicable laws and regulations, or as (d) otherwise authorized by the Town in writing; (2) implement appropriate physical and electronic measures to safeguard the Confidential Information so as to protect against the unauthorized release, transmittal, or use of Confidential Information it receives in accordance with FERPA, 201 CMR 17.00, Mass. Gen. Laws Ch. 93H, the Federal Trade Commission's Red Flags Rule, the Health Insurance Portability and Accountability Act and its implementing regulations, the Town of Wellesley's Identity Theft Protection Policy, and all other applicable laws and regulations as amended from, and commercially acceptable standards, but in no event, less rigorously than it protects its own confidential information, and not less than reasonable care and diligence; and (3) continually monitor its operations and take any action necessary to assure that the Confidential Information are safeguarded in accordance with the terms of the Contract and all applicable laws and regulations. At the request of the Town, Contractor agrees to provide the Town with a written summary of the procedures Contractor uses to safeguard the Confidential Information.

DISCLOSURE OF CONFIDENTIAL INFORMATION: Notwithstanding any provision of the Data Security Agreement, in the event Contractor reasonably believes it may become required to disclose Confidential Information by law either during or after the Term, Contractor shall promptly notify the Town in order to provide the Town an opportunity to seek a protective order or other relief. If the Town does not elect to seek or is unable to obtain a protective order or other relief, Contractor may, if required by law, disclose the required Confidential Information without liability hereunder; provided, however, that Contractor first gives the Town written notice of the specific Confidential Information to be disclosed as far in advance of its disclosure as is practicable, and shall use reasonable efforts to obtain assurances that the entity receiving Confidential Information uses at least the same degree of care in safeguarding the disclosed Confidential Information as Contractor is obligated to use pursuant to the Data Security Agreement and other terms of the Contract.

INTELLECTUAL PROPERTY RIGHTS: Any and all ideas, inventions (whether patentable or not), documents, data, programs and/or materials developed, produced and/or created by Contractor, Wellesley Public School students or employees in the course of providing Services and/or in connection with the Services shall be the sole and exclusive property of the Town. Contractor hereby agrees to and does assign to the Town, and the Town shall have the right to use, said ideas, inventions, documents, data, programs, and/or materials for any purpose without any additional compensation or notice to Contractor. Contractor further agrees to execute assignments and ancillary documents as may be required or appropriate so that any and all right, title, and interest, including without limitation priority rights, to such ideas, inventions, documents, data, programs and/or materials and to any and all patent rights and utility models therein will be held clearly and exclusively by the Town.

COMPENSATION: The Town agrees to pay Contractor an hourly rate of \$_____ for services provided from August 1, 2025 – July 31, 2026; an hourly rate of \$_____ for services provided from August 1, 2026 – July 31, 2027, and an hourly rate of \$_____ for services provided during August 1, 2027 – July 31, 2028. The Town will issue a purchase order for the Contract Maximum.

Contractor shall provide the Town with an itemized monthly invoice for Services rendered. The invoice shall bear the purchase order number and shall be submitted to the WPS Business Office, Accounting Coordinator for Accounts Payable, who will submit the invoice for payment after approval by the Office of Student Services.

The Town's obligations under the Contract are subject to appropriation pursuant to all applicable laws.

RESPONSIBILITIES OF CONTRACTOR: Contractor is not authorized to provide services beyond the Scope of Services. If Contractor believes that additional services should be provided or the Contract should otherwise be modified, Contractor shall discuss such modification with the Town prior to providing additional services not included in the Scope of Services. Services beyond the Scope of Work should be provided only after a modification to the Contract or a new agreement has been executed. If the event Contractor provides services that exceed the Scope of Work and no such modification or new agreement has been executed, such services will be deemed a gift from the Contractor to the Town for which no payment will be made. Contractor may not bill a third party for Services without the Town's express written consent.

PROOF OF LICENSURE/BOARD CERTIFICATION: Contractor shall submit with this contract, proof of any current professional licenses or Board certifications held including, but not limited to, those issued by any State Agency of the Commonwealth of Massachusetts such as the Department of Secondary and Elementary Education, or any State or National professional licensure board.

TRAVEL: The Town will not pay for travel time, mileage, or other expenses related to travel under the Contract. Contractor shall bear the expense of travel to and from the service sites.

DELAY AND FORCE MAJEURE: In the event of a delay or threat of delay in the performance of Services, due to any cause, Contractor shall immediately notify the Town and shall include with such notice an explanation of the cause of such delay or threatened delay and Contractor's plan for mitigating the delay to the extent possible.

Contractor acknowledges that failure to timely perform Services will result in damage to the Town. In that event, the Town specifically reserves the right to claim against and recover from Contractor damages, whether direct or indirect, caused by or arising from such unexcused delays. In cases where, in the Town's determination, it would be difficult to document damages due to late delivery or performance, it is further agreed that Contractor will pay, as liquidated damages and not a penalty, a flat fee of \$50 (fifty dollars) per day, for each and every day the Services are not performed after the date required. The Town may seek liquidated damages at its sole discretion, and the availability of such damages does not preclude the Town from seeking actual, incidental, and consequential damages resulting from the delay. The Town further reserves the right to claim damages as they occur during the Contract as charges against the Contract. If Contractor refuses or fails to pay the charges within thirty (30) days of receipt of a written demand from the Town which sets forth the basis for the charge, the Town may withhold said damages from any payments then due, or to become due, to Contractor.

If Contractor for any reason cannot perform services within the time provided by the Contract, the Town, in addition to any other rights or remedies available to it by law or under these terms and conditions, may immediately terminate the Contract without further liability to Contractor.

Contractor shall be liable for any damages, including liquidated damages, resulting from delay or other failure to perform the Services except to the extent the delay is caused by a force majeure event, consisting of fire, flood, severe weather (e.g., hurricane conditions), explosion, riot, war, sabotage, epidemic, or labor strikes or other similar extraordinary causes, as long as such force majeure event is beyond the Party's reasonable control, and said Party uses every reasonable effort to mitigate such delay or failure.

CRIMINAL AND SEXUAL OFFENSE BACKGROUND CHECKS:

The Town shall conduct checks of the Criminal Offender Record Information ("CORI") maintained by the Massachusetts Criminal History Facilities Board and the Sex Offender Record Information ("SORI") maintained by the Massachusetts Sex Offender Registry Board and fingerprinting ("CHRI/SAFIS") for Contractor, any agent of Contractor, or any other person who will perform Services. Contractor shall pay for the cost of such checks. The

Town may refuse to allow Contractor or any agent of Contractor to perform Services if it determines, in its sole discretion, that such employee is not suitable.

Contractor and any agent of Contractor who will perform Services shall complete forms and present identification to the Town at Wellesley Public Schools, Central Office, located at 40 Kingsbury Street, Wellesley, MA (access via D'Auria Drive, Wellesley, MA) to initiate a CORI, SORI, and CHRI/SAFIS search. The Town will provide instructions concerning the commencement date of Services when the CORI, CHRI/SAFIS, or SORI review is completed.

Contractor agrees that the Town may, at any time, investigate Contractor and any agent of Contractor who will perform Services through CORI, SORI, and CHRI/SAFIS or other means.

MEDICAID: Contractor agrees that students of the Town will be seen by Medicaid qualified staff whenever possible. Upon request, Contractor shall confirm that a Medicaid-eligible student is being seen by such qualified staff. Contractor agrees to provide necessary documentation for direct service and administrative support to aid the Town in seeking Medicaid reimbursement.

INDEMNIFICATION: The Contractor agrees to indemnify, defend with counsel acceptable to the Town, and save harmless the Town and its agents, officers, boards, committees, employees, and servants, for any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs, and expenses of any kind, including attorneys' fees, directly or indirectly arising out of, relating to or in connection with the performance of this contract by the Contractor, its officers, agents, employees, and/or servants. If any claim, demand, suit or proceeding is made against the Town, whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent, the Contractor does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, including costs, charges, attorneys' or consultants' fees, settlements, judgments or other expenses incurred by or obtained against the Town. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a Party or other person.

To the extent that the Contractor's obligations hereunder require the performance of services or work to be done by the Contractor or its agents on the Town's property or on property under the Town's control, the Contractor agrees: (a) to accept full responsibility for performing all services or work in a safe manner so as not to jeopardize the safety of the Town's personnel, property or members of the general public; and (b) to comply with and enforce all of the Town's safety and fire protection bylaws and regulations and all applicable federal, state and municipal safety regulations, building codes, and bylaws.

This indemnity obligation shall apply notwithstanding any negligent or intentional acts, errors, or omissions of the Town.

LIMITATION OF WELLESLEY'S LIABILITY: In no event shall the Town be liable for anticipated profits or for incidental or consequential damages. The Town's liability on any claim of any kind for any loss or damage arising out of or connected with or resulting from the Contract or from the performance or breach thereof shall not exceed the price allocable to the Services or unit thereof which gives rise to the claim. The Town shall not in any event be liable for penalties of any description.

INDEPENDENT CONTRACTOR: Contractor will act as an independent contractor in the performance of Services and all duties under the Contract. Accordingly, Contractor acknowledges that neither Contractor nor Contractor's employees, subcontractors, or agents will be eligible for any benefits provided by the Town to

Wellesley employees. Contractor shall be solely responsible for payment of all taxes arising out of Contractor's activities under the Contract, including without limitation, Federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees where applicable. Contractor shall not represent directly or indirectly that it is an agent or legal representative of the Town, nor shall Contractor incur any liabilities or obligations of any kind in the name of or on behalf of the Town except as otherwise specifically provided in the Contract. Contractor shall comply with all applicable Federal, state, and local and export/import laws, ordinances and regulations.

INSURANCE: For the term of the Contract, Contractor shall maintain at its own expense insurance policies issued by insurance companies eligible to issue policies in the Commonwealth of Massachusetts and acceptable to the Town that meet or exceed the requirements listed herein:

Workers compensation, state disability, and employers liability insurance to the extent required by the Commonwealth of Massachusetts; and

Comprehensive General Liability Insurance, covering all Services to be performed under the Contract, with minimum limits of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit.

Contractor shall provide the Town prior to commencement of the Work with insurance certificates for all coverages required in the Contract and naming the Town as an additional insured on all general liability coverages. Contractor shall waive all rights of recovery against the Town for any loss or damage covered under those policies referenced in this Section.

NOTICES: Any notice or other communication permitted required hereunder shall be in writing and shall be delivered personally in-hand, sent by "facsimile transmission," by electronic mail, by certified, registered or express mail, postage prepaid, or by Federal Express or other nationally recognized courier service with confirmation of receipt. Any such notice shall be deemed given when so delivered personally, or sent by facsimile transmission, [by electronic mail] or, if mailed, three (3) days after the date of deposit in the United States mails, as follows:

if to the Town, to
Assistant Superintendent for Finance and Operations
Wellesley Public Schools
40 Kingsbury Street
Wellesley, MA 02481

if to Contractor to:
TBD

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the execution and performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, national origin, or presence of any sensory, mental or physical handicap as provided by Mass. Gen. Laws Ch. 151B or on any other basis prohibited by law.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, age, sexual orientation, national origin, or presence of any sensory, mental, or physical handicap. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

NON-DISCRIMINATION: In performing Services, Contractor may not discriminate on the basis of race, religion, color, sex, age, sexual orientation, national origin, sexual orientation or presence of any sensory, mental or physical handicap as provided by Mass. Gen. Laws Ch. 151B or on any other basis prohibited by law.

ASSIGNMENT: The Town hereby specifically contracts for the personal Services provided by Contractor. Contractor may not assign, subcontract, or delegate the performance of the Services or any other duty or obligation under the Contract without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.

CONFLICTS OF INTEREST: Contractor agrees to refrain from accepting any work from or conducting any work with any person, firm or company during the term of the Contract which would conflict with or impair an unbiased performance of Services, including, without limitation, any work which would constitute a violation of the Massachusetts Ethics Act, Mass. Gen. Laws Ch. 268A.

TERMINATION AT WILL: Except as otherwise provided herein, either Party may terminate this contract with at least thirty (30) days prior written notice.

TERMINATION FOR DEFAULT: If Contractor does not perform the Services in the manner called for in the Contract or otherwise fails to comply with any provision of the Contract, the Town may terminate the Contract for default.

Termination shall be effected by serving a notice of termination on any agent of the Contractor personally, or shall be deemed served three (3) days after mailing said notice to Contractor's address by registered mail. Such notice shall set forth the manner in which Contractor is in default. The termination will take effect ten (10) days (or such longer date as the Town may specify in its sole discretion) after the date of the Town's written notice to Contractor if the Town, in its sole discretion, determines that the failure of performance has not been completely cured or Contractor has not made reasonable progress to cure the failure.

In the event of a default termination, the Town shall be entitled to withhold any payments then due or to become due to Contractor, reasonable amounts for damages suffered by the Town as a result of Contractor's default and to exercise any other rights or remedies available to the Town at law or in equity.

Contractor shall also be deemed to be in default upon the occurrence of any one or more of the following events: if Contractor is bankrupt or insolvent; if Contractor makes a general assignment for the benefit of creditors; if a trustee or receiver is appointed for Contractor, or for any of Contractor's property; if Contractor files a petition to take advantage of any debtor's act, or to reorganize under any bankruptcy chapter or law; if Contractor repeatedly fails to make prompt payments to vendors, suppliers, subcontractors or others for labor, materials, or equipment; or if Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction.

CONTRACT DRAFTING: The Parties acknowledge that they jointly participated in the drafting of the Contract, jointly participated in the choice of language used in the Contract, and have each reviewed all of the terms of the Contract. This document has not been proffered by one Party to the exclusion of the other Party. If any

ambiguous word or phrase is found in the Contract, the canon of construction requiring that any such word or phrase be construed against the drafter shall not be applied to determine the true meaning of that ambiguous word or phrase.

WAIVER: No action or failure to act by either Party shall constitute a waiver of a right or duty afforded to the other Party under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by either Party shall be construed as a waiver or in any way limit the legal or equitable remedies available to the other Party. No waiver by one Party of any default or breach shall constitute a waiver of any subsequent default or breach by the other Party.

SEVERABILITY: The invalidity or unenforceability of any provision of the Contract shall not affect the other provisions hereof. Any provisions adjudged to be invalid or unenforceable shall be severed from the Contract and the remaining provisions shall continue in full force and effect to the extent permitted by law. The Parties shall negotiate promptly and in good faith to fashion contractual provisions to be observed in place of any provisions adjudged to be invalid or unenforceable to achieve as nearly as possible the results contemplated by the Contract.

GOVERNING LAW, VENUE: The Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, regardless of its choice of law rules, and any action to enforce the Agreement shall be brought in Middlesex County, Massachusetts or the United States District Court for the District of Massachusetts. Contractor submits to the jurisdiction of any appropriate Federal or state court in the Commonwealth of Massachusetts for the adjudication of disputes arising out of the Contract.

Contractor agrees that if a lawsuit is instituted by the Town for any default on the part of Contractor, and Contractor is adjudged to be in default, Contractor shall pay to the Town all costs and expenses, expended or incurred by the Town in connection therewith, including reasonable attorneys' and consultants' fees.

CONSENT TO SERVICE OF PROCESS: Contractor consents to service of process in the Commonwealth of Massachusetts in respect of actions, suits or proceedings arising out of or in connection with the Contract or the transactions contemplated by the Contract.

COUNTERPARTS: The contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

NO THIRD PARTY BENEFICIARIES: Nothing in the Contract will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

SUCCESSOR AND ASSIGNS: The Contract is binding upon the Town and Contractor, their successors, assigns, agents and legal representatives.

COMPLIANCE WITH LAW: Contractor shall provide all Services in accordance with and agrees to be bound by all applicable Federal, state, and local laws, orders, rules and regulations in performance of the Contract.

AUTHORITY TO SPEAK: Neither Party shall represent or purport to represent that it speaks for the other Party vis-à-vis the media, the public at-large, or any third party without the other Party's express written consent in advance.

REPRESENTATIONS AND CERTIFICATIONS OF CONTRACTOR: Contractor hereby represents and certifies under the penalties of perjury:

Non-Collusion: Contractor certifies under penalties of perjury that this Contract has been entered into in good faith and without collusion or fraud with any other person. As used in this certification, the word - “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Tax and Contributions Compliance: Pursuant to Mass. Gen. Laws Ch. 62C, Section 49A, Contractor certifies that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support. Contractor’s social security/tax identification number is

Conflict of Interest: Contractor certifies that no official or employee of the Town has a financial interest in the Contract or in the expected profits to arise therefrom, unless there has been compliance with the provisions of Mass. Gen. Laws Ch. 268A. Contractor certifies its employees will adhere to Conflict of Interest law as it pertains to public employees and students in this financial arrangement.

Licenses and Permits: Contractor shall obtain all required licenses and permits pertaining to work under this Agreement. Contractor shall submit copies of such licenses and/or permits upon request.

Debarment or Suspension: Contractor certifies that it has not been debarred or suspended under Mass. Gen. Laws Ch. 29, Section 29F, nor will Contractor contract for supplies from a debarred or suspended subcontractor on any public contract.

We, the undersigned, agree to the above terms of this Contract for Services. Contractor has provided the following along with this Contract for Services:

- Scope of Services
- Exhibit D: Price Proposal
- Exhibit F: Fingerprinting Requirements
- Exhibit G: CORI Form
- Exhibit H: Certificate of Non-Collusion
- Exhibit I: Tax Compliance Certificate
- Exhibit J: Certificate of Authority
- Exhibit L: Student Data Privacy Special Terms and Conditions
- Copies and/or proof of any current professional licenses or Board certifications required by the Contract.

Cynthia D. Mahr
Assistant Superintendent for Finance & Operations
Wellesley Public Schools

Vendor

Date: _____

Date: _____

Linda Chow, School Committee Chair

Date: _____

I, the undersigned, have verified funds are available for this contract and that the terms and conditions are consistent with school committee policy, municipal finance law, and public procurement laws. This contract document is only valid with the proper execution of the signature of the undersigned and a valid purchase order.

Tiana Moreau
Acting Finance Director/Town Accountant

EXHIBIT L: STUDENT DATA PRIVACY AGREEMENT

STUDENT DATA PRIVACY AGREEMENT

MA NDPA, Standard Version 1.0

Wellesley Public Schools

and

[NAME OF PROVIDER]

This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between:

Wellesley Public Schools, located at 40 Kingsbury Street, Wellesley, MA (the “Local Education Agency” or “LEA”) and [Provider Name], located at [Street, City, State] (the “Provider”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “Services”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: _____ Title: _____
Address: _____
Phone: _____
Email: _____

The designated representative for the LEA for this DPA is:

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA [Wellesley Public Schools]

BY: _____

DATE: _____

PRINTED NAME: _____

TITLE/POSITION: _____

[Insert Name of Provider]

BY: _____

DATE: _____

PRINTED NAME: _____

TITLE/POSITION: _____

Standard Clauses (Version 1.0)

ARTICLE I: PURPOSE AND SCOPE

- 1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
- 2. Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
- 3. DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
- 2. Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- 3. Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
- 4. Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
- 5. Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

- 1. Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
- 2. Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who

constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the

date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement.

In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

- 1. Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including

confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"

DESCRIPTION OF SERVICES

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	X
	Observation data	X
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	X
	Student class attendance data	X
Communications	Online communications captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	X
	Place of Birth	X
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	X
	Guidance counselor	X
	Specific curriculum programs	X
	Year of graduation	X
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	X
	Low income status	X
	Medical alerts/ health data	X
	Student disability information	X
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	X
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	X
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures, etc.	X
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Mental Health and Well-Being	Student Mental Health Information	X
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "C"
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

WELLESLEY PUBLIC SCHOOLS
Request for Proposals for Counseling Services / RFP #2025-04
March 24, 2025

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

[Wellesley Public Schools] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By **[Insert Date]**

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Wellesley Public Schools ("Originating LEA") which is dated [Insert Date], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statuses; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: _____.

[NAME OF PROVIDER]

BY: _____

DATE: _____

PRINTED NAME: _____

TITLE / POSITION: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Wellesley Public Schools and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Wellesley Public Schools

BY: _____

DATE: _____

PRINTED NAME: _____

TITLE / POSITION: _____

SCHOOL DISTRICT: Wellesley Public Schools

SCHOOL DISTRICT NAME DESIGNATED REPRESENTATIVE OF LEA:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* (“Cybersecurity Frameworks”) that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"
Massachusetts

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Massachusetts. Specifically, those laws are 603 C.M.R. 23.00, Massachusetts General Law, Chapter 71, Sections 34D to 34H and 603 CMR 28.00; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Massachusetts;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.

EXHIBIT M: INSURANCE REQUIREMENTS

Prior to commencement of any work under this Agreement, and each year thereafter during the contract term, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty-day notice of cancellation to the Town.

<u>General Liability</u>	<u>Minimum Insurance Limits</u>
Bodily Injury & Property Damage	\$1,000,000
Aggregate	\$3,000,000

<u>Automobile Liability</u>	<u>Minimum Insurance Limits</u>
Automobile	\$1,000,000

<u>Umbrella Liability</u>	<u>Minimum Insurance Limits</u>
Umbrella	\$5,000,000
Aggregate	\$5,000,000

Workers' Compensation Insurance
Coverage for all employees in accordance with Massachusetts General Laws

<u>Professional Liability</u>	<u>Minimum Insurance Limits</u>
Errors & Omissions	\$2,000,000
Aggregate	\$2,000,000