PROFESSIONAL SERVICES AGREEMENT

for
School Banking Partnership
between
The City of Waterbury, Connecticut
and
ION Bank, INC.

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and ION Bank, INC. (the "Consultant" or "ION" or "Bank"), located at 251 Church Street, Naugatuck, 06770, a State of Connecticut duly registered domestic corporation. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, ION Bank, administers a program known as School Banking Partnership; and

WHEREAS, ION Bank, has offered to administer said School Banking Partnership Program at Crosby High School at no cost to the City; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- 1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.
 - 1.1. The Project consists of, and ION Bank shall provide a School Banking Partnership Program, in which students will have internship opportunities at a limited use branch located at Crosby High School. ION bank will utilize a room located by the school cafeteria, or as otherwise approved by the School Inspector's Office; the bank will provide plans for the Buildout and furnishing of said space, to be approved by the School Inspectors Office, and the Bank is responsible for all labor, services and expenses of the buildout and furnishing of said space. ION will additionally provide for its own security system and will work with the School Inspectors on all aspects of utilizing this space. ION Bank will work with the School in selecting students for the program ("Student Banker") and will provide information to those students' parents, ION will provide training for said students prior to the start of each school year for which this Agreement is in place. As a limited use bank branch, the customers will solely consist of students, faculty and staff of Crosby High School, it will not be open to

the public and there will be no ATM machine at the location. Students may have the option for both work-learning credits and/or paid summer employment with the Bank. ION Bank will work with the School, the District, School Inspector's Office and School Security as relates to all aspects of the operation. The School will have the option of working with ION to provide additional curriculum opportunities to the students over the course of the Agreement. The Student Banking Partnership Program is further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof (note, some of the items in Attachment A are here for information purposes or as a sample only, all are subject to updates and revisions):

- 1.1.1 Scope of Services, consisting of 1 page, (attached hereto);
- 1.1.2 ION Bank School Banking Partnership Brochure, to be provided by Bank (incorporated by reference);
- 1.1.3 ION Bank High School Internship Application, consisting of 1 page, (attached hereto);
- 1.1.4 ION Bank letter to parents of Crosby Students, consisting of 1 pages, attached hereto
- 1.1.5 "Ion @ Crosby- Student Banking Team Q&A Future Ready", consisting of 6 page (attached hereto);
- 1.1.6 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- 1.1.7 City Contract Compliance Documents, (incorporated by reference);
- 1.1.8 Certificates of Insurance, (incorporated by reference);
- **1.1.9** All applicable Federal, State, and local statutes, regulations charter and ordinances, (incorporated by reference).
- 1.2. The entirety of Attachment A plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:
 - **1.2.1** All applicable Federal, State, and local statutes, regulations charter and ordinances
 - 1.2.2 Any Amendments to this Contract
 - 1.2.3 This Contract
- 2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

- 2.1. Representations regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.
- 2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.
- 2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Bank shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.
- 2.4. Criminal Background Check and DCF Registry Check. The Bank shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Bank shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted, through the Board of Education Director of Security, a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Bank shall not permit any person with a disqualifying criminal history to have direct contact with a student.
- 2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Bank shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.
- 2.6 Confidentiality/FERPA. Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding

confidentiality of student records, files, PPTs, IEPs, etc. Consultant shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

- **2.6.1** Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by the Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.
- 2.6.2 Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Consultant has no authority to make disclosures of any information from education records. Consultant shall instruct its employees of their obligations to comply with FERPA.
- 2.7 Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Consultant.
 - The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Consultant except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Consultant within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. confirmation shall contain a written assurance from the Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.
 - **2.7.2** The Consultant shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

- 2.7.3 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Consultant, and correct any erroneous information therein.
- 2.7.4 The Consultant shall take actions designed to ensure the security and confidentiality of student data.
- 2.7.5 The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student (s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- 2.7.6 Student Data shall not be retained or available to the Consultant upon expiration of the Agreement between the Consultant and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Consultant after the expiration of such Agreement for the purpose of storing student- generated content.

The Consultant and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

- 2.7.7 The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- 2.7.8 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.
- 3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to

forever hold in confidence all files, records, documents and other information which may come into the Bank's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

- 3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.
- **3.2. Working Hours.** To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.
- 3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.
- 3.4. Publicity. The Parties hereby acknowledge that ION Bank may publicize certain limited information without obtaining prior consent from the City, including the following: the fact that the Bank has a School Banking Program at Crosby for purposes of listing the branch in its annual report as a branch network, for purposes of all regulatory paperwork and compliance, and in limited publications directed to other schools for potential student banking opportunities. For all other publications or publicity, the Bank shall obtain the City's prior consent.
- 3.5. Consultant's Employees. The Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone

not skilled in the work assigned.

- **3.6. Due Diligence Obligation.** The Consultant acknowledges it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required for the School Banking under this Agreement.
- 3.7. Reporting Requirement. The Consultant shall deliver periodic, written reports, as may be requested by the City, to the School's designated contact person for the School Banking Program, as relates to the student interns, hours worked, and schedules; and any and all additional useful and/or relevant information.
- **3.8.** Review of Work. The Consultant shall permit the City to review any work completed in the school branch and as relates to the student intern program, excluding bank expenses and finances (unless so required by law).
- 4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract. The City shall provide space within the Crosby High School Cafeteria to be used as the designated Ion Bank for the purpose of the Banking Partnership Program; all buildouts, furnishing, security and related matters to be approved by the School Inspectors Office and School Security.
- 5. Contract Time. This Agreement shall commence upon execution by the Mayor and shall continue for five (5) years from the date of the Mayor's execution unless the City chooses to exercise the Option Periods below. ("Contract Time").
 - **5.1. Option Periods.** The City shall have the option, at its sole discretion and upon reasonable notice to the Service Provider, to extend this agreement for two (2) additional one (1) year terms, upon the same terms and conditions as set forth herein.
- 6. Compensation. There is no cost to the City under this Agreement. Neither the Bank nor the City shall be responsible to compensate the other Party, or the Intern for services rendered under this Agreement. The Parties further agree and understand that neither the Intern nor any other Bank employee is an employee of the City of Waterbury. This Agreement is a contractual affiliation solely for the purpose of providing the Student Banking Partnership Program at Crosby High School and provide the Student Bankers (interns) the opportunity to participate in an the internship for the purpose of obtaining experience in furtherance of his/her education; and to provide a limited use branch for students, staff, and faculty. The cost of all the alterations of the space to be utilized and costs associated with the Program and additional services will be paid for by Ion Bank.
 - **6.1.** Payment for Services, Materials, Employees. ION Bank shall be fully and solely responsible for the payment of, suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables,

incidentals, etc. furnished to the City under this Contract. ION Bank shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project.

7. Risk of Loss. ION Bank and its insurer shall assume the risk of loss or damage for all equipment, material, reports, plans, specifications, supplies, services, etc., as relates to this Agreement.

8. Indemnification.

- 8.1. ION Bank shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. arising under or related to this Agreement provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of ION Bank, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of ION Bank duties hereunder or (iv) claim for intangible loss(es).
- **8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Bank or any employee of the Bank, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for ION Bank or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- **8.3.** ION Bank understands and agrees that any insurance required by this Contract, or otherwise provided by ION Bank, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.
- **8.4.** ION Bank expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by ION Bank, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.
- **8.5.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, ION Bank shall indemnify,

defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Bank, or its subcontractor, omission or commission..

9. ION Bank's Insurance.

- 9.1. ION Bank shall not commence work under this Contract until all insurance required under this Section 9 (or as may otherwise be approved by City's Risk Management) has been obtained by ION Bank and such insurance has been approved by the City. ION Bank shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.
- 9.2. At no additional cost to the City, ION Bank shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from ION Bank's obligation under this Contract, whether such obligations are ION Bank's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.
- 9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- **9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by ION Bank:

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..

9.4.3 Workers' Compensation: Statutory Limits within the State of

Connecticut:

Employers' Liability:

EL Each Accident \$1,000,000.00

EL Disease Each Employee \$1,000,000.00

EL Disease Policy Limit \$1,000,000.00

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

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence \$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act **\$1,000,000.00** aggregate

9.4.6 Abuse Molestation Liability Insurance:

\$1,000,000.00 each occurrence \$1,000,000.00 aggregate.

9.4.7 Employee Dishonesty/Crime:

\$1,000,000.00 per Loss

- **9.5.** Failure to Maintain Insurance: In the event ION Bank fails to maintain the minimum required coverage as set forth herein, the City may immediately terminate this Agreement in accordance with the termination provisions herein.
- 9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from ION Bank at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.
- 9.7. Certificates of Insurance: The Bank's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under ION Bank's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time ION Bank executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All

policies shall include a Waiver of Subrogation except Professional Liability." The City's request for proposal number must be shown on the certificate of insurance. ION Bank must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

- **9.8.** No later than thirty (30) calendar days after Bank's receipt, ION Bank shall deliver to the City a copy of ION Bank's insurance policies, endorsements, and riders.
- 10. Conformance with Federal, State and Other Jurisdictional Requirements. executing this Contract, the ION Bank represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by ION Bank of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL OPPORTUNITY ACT; **EMPLOYMENT** COPELAND ANTI-KICKBACK supplemented in the Department of Labor Regulations (29 CFR Part 3); DAVIS-BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.
 - 10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of ION Bank's work and services shall be secured in advance and paid by ION Bank. ION Bank shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.
 - 10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon ION Bank for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. ION Bank remains liable, however, for any applicable tax obligations it incurs. Moreover, ION Bank represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.
 - 10.3. Labor and Wages. ION Bank and its subcontractors shall conform to all federal labor laws and the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

- 11. Discriminatory Practices. In performing this Contract, ION Bank shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.
 - 11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.
 - 11.2. Equal Opportunity. In its execution of the performance of this Contract, ION Bank shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. ION Bank agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. This section intentionally left blank.

- 13. Termination. Upon termination or conclusion of the program and this arrangement, at the Bank's sole expense, ION bank shall remove all equipment from the space utilized and will leave the room in reasonable the same condition as prior to ION bank occupying said space.
 - 13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of ION Bank, the Bank shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if ION Bank shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by providing 90-day written notice to ION Bank. However, the City may immediately limit ION personnel access to the school to allow solely for regulatory requirements, removal of equipment and restoration of the space, if so deemed necessary by the City.
 - 13.1.1 Notwithstanding the above, ION Bank shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by ION Bank.

13.2. Termination for Convenience. Either Party may terminate this Contract at any time for convenience, by providing 90-day written notice to the other Party. However, the City may immediately limit ION personnel access to the school to allow solely for regulatory requirements, removal of equipment, and restoration of the space, if so deemed necessary by the City.

13.3 Effects & Rights Upon Termination.

- 13.3.1 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Consultant for any lost or expected future profits.
- 13.3.2. In the event of termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., prepared by ION Bank for the internship program only, under this Contract shall, at the option of the City, become the City's property.
- 13.3.3. Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City.
- 13.3.4. ION Bank is solely responsible for all costs, services and labor with returning the space utilized by the Bank for this program to its original condition, unless otherwise request by the City/School.
- 14. Ownership of Instruments of Professional Services. Ion Bank is not providing any instruments of Professional Services.
- 15. Force Majeure. Neither the Bank nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:
 - **15.1.** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
 - **15.2.** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;
 - 15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
 - 15.4. strikes and labor disputes; and
 - 15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract

impossible.

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

- 16. Subcontracting. ION Bank represents that it will not subcontract, in whole or in part, any of the services under this Agreement.
- 17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 18. Audit. ION Bank shall comply with all applicable state and federal, regulatory, and legal audit requirements.
- 19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.
- 20. Interest of Consultant. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.
- 22. Independent Contractor Relationship. The relationship between the City and the Bank is that of client and independent contractor. No agent, employee, or servant of the Bank shall be deemed to be an employee, agent or servant of the City. The Bank shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Bank hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Bank hereunder is/are not and shall not be deemed an employee of the City of

Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Bank or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Bank hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Bank shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

- 23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- 24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.
- 25. This section intentionally left blank.
- 26. Conflicts or Disputes. The Parties agree to work together reasonably to resolve any conflicts or disputes that may arise under this Agreement. However, any resolution to any such conflict or dispute must be made in favor of, or to the benefit of, the City. No resolution that would be detrimental to the City can be agreed to. If no resolution can be reached the Parties may terminate the agreement in accordance with termination provisions contained herein.
- 26.1. Procedure. The Parties may look to previous written correspondence amongst the parties as historical documents to assist solely for the purpose of clarifying any ambiguity related to conflicts or disputes and not as dispositive historical documents from which a conflict or dispute may be decided or resolved. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.
 - **26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.
- 27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall

continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

- 28. Binding Agreement. The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- 29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.
- **30.** Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.
- 31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice,

Consultant:

ION Bank, INC.

251 Church Street Naugatuck, CT 06770

City:

The City of Waterbury Board of Education 235 Grand Street Waterbury, CT 06702

With a copy to:

Office of the Corporation Counsel

City Hall Building

235 Grand Street, 3rd Floor Waterbury, CT 06702

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

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in

exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

- 32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.
- 32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- **32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Consultant or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- 32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- 32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to

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

- **32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.
- **32.9.** The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.
- 32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet the at City Clerk's web http://www.waterburyct.org/content/9569/9605/9613/15125.aspx [click link titled "The City of Waterbury - Code of Ordinances. (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]
- **32.11.** The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.
- **32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

- 32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
- **32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.
- 32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(Signature page follows)

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

WITNESSES:	CITY OF WATERBURY				
Sign: Darid D. Lepure	By: Neil M. O'Leary, Mayor				
Sign: Classon Done Print name: Arexondrade 6 volen d	Date: 6/23/32				
	APPROVED AS TO FORM Attorney, Office of the Corporation Counsel				
WITNESSES:	ION BANK, INC.				
Sign: Low Potter Print name: Craig Parter Sign: Low Potter	By: Chief Return Delivere EVP Chief Return Delivere Date: 5/19/00				
Print name:	Date:				

ATTACHMENT A

- 1. Scope of Services, consisting of 1 page, (attached hereto);
- 2. ION Bank School Banking Partnership Brochure, to be provided by Bank (incorporated by reference);
- 3. ION Bank High School Internship Application, consisting of 1 page, (attached hereto);
- 4. ION Bank letter to parents of Crosby Students, consisting of 1 pages, attached hereto
- 5. "Ion @ Crosby- Student Banking Team Q&A Future Ready", consisting of 6 page (attached hereto);
- 6. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- 7. City Contract Compliance Documents, (incorporated by reference);
- 8. Certificates of Insurance, (incorporated by reference);
- 9. All applicable Federal, State, and local statutes, regulations charter and ordinances, (incorporated by reference).

SCOPE OF SERVICES

The Bank will operate a branch office inside Crosby High School for the benefit of Students, Teachers and Administrators. A major component of this will be using student interns from grades 10-12 to run the bank operations under the oversite of qualified personnel. No outside persons will be allowed entry for usage of the branch.

The branch will be open only during school hours in coordinating with the open period schedules of the selected interns. Generally the branch will be open 2-3 days per week (initially Tuesdays and Thursdays) from approximately 10:00 am -2:00 pm. The branch will open approximately two (2) weeks after the start of the school year in the fall and will close approximately two (2) weeks prior to the last day of school in the spring; the branch will also be closed during exam times, school holidays, school vacation and summer. The branch will be supervised at all times by an ION Bank employee who will work with the school in operating the program and coordinating schedules.

The interns will be selected by a process that includes coordinating with the Career and Technical Education Department Chair for Crosby High School and the Supervisor of Career and Technical Education or their designee(s), the application process will include parental permissions and students will be trained over the summer prior to the start of each school year which this Agreement is in place. It is anticipated that there will be approximately 8-10 student interns ("student bankers") per school year. The program is under the overall supervision of the Supervisor of Career and Technical Education.

The Bank will make adjustments to the physical space to create a banking area. This will include building a counter and work area, an office, bringing in furniture, and placing various security measures into the area, among other details. All proposed adjustments will be reviewed and approved by the appropriate personnel of School Security, School Building Inspections, and Education Information Technology offices, along with the school administration. The cost of all the alterations and additional services will be paid for by Ion Bank. At the request of the school and upon the conclusion of the arrangement, at its own expense, ION Bank will remove all equipment and leave the room reasonably the same as prior to occupying the space.

The Bank will create and install its own independent security system that is separate from the school security. The system would be placed on existing panels in the school utility rooms with access granted to authorized bank personnel.



High School Internship Application

APPLICANT INFORMATION							
Last Name		First	First		M.I.	Date	
Street Address			-		Apartment/Unit #		
City		State	State		ZIP		
Phone		E-mai	E-mail Address				
Date Available	Social Se	Social Security No. Da		ate of Birth			
Intern Position Applied for							9
Are you a citizen of the United States?	YES	NO	NO If no, are you authorized to work in the U.S.? YES NO				NO
DISCLAIMER AND SIGNATURE	e december			adequal in			
I certify that my answers are true and con-	plete to the b	est of my	knowledge.				
If this application leads to internship, I und may result in my release.	derstand that	false or m	isleading informat	ion in my appi	ication or i	nterview	
Signature	Date						

Thank you for your interest in the Ion Bank student teller program at Crosby High School. Please fill out the questionnaire below as completely as possible. This form will be used as part of the selection process for new hires into the program.

Benefits of the program

- · Work at the school branch during periods TBD
- · Possible summer/part time placement at a regional Ion Bank branch
- · Networking opportunities with other students and Ion Bank staff
- · Looks great on a college and work applications
- A unique opportunity offered to only a handful of high school students nationwide

Requirements

One week (40 hours) of training. Dates to be determined. Students must provide their own transportation to the 1430 New Haven Rd office during this week. Lunch will be provided.

Why do you want to be a student teller?

What qualities/skills do you possess that will help you succeed in this position?





Dear Parent:

Your son/daughter has been accepted to participate in an exciting opportunity at Crosby High School – becoming a member of our Student Banking Team! Through a partnership with Ion Bank, a real working bank branch was established at Crosby High School. The branch is staffed by our Student Banking Team, a group of hand-selected students who actually run the bank on a day-to-day basis. The branch is open on Tuesday and Thursday from 10-2 for the use of our students, faculty, and staff. The branch is not open for public use, closed during school holidays and at times when students are taking mid-year and/or final exams.

Students selected to work in the branch are trained by the professional training staff of Ion Bank. Training will be conducted from August 16th to August 19th from 9:00 to 4:00 at 1430 New Haven Road in Naugatuck. During the training period we ask that student's attire be business casual i.e., pants/skirts (jeans are not permitted). Lunch will be provided daily during training.

At school, students work during their free period, as their schedule allows, and are always supervised by the Ion Bank Branch Manager. On average, a Student Banker will work 1 period in school at least every other week, again only as their scheduled free period allows.

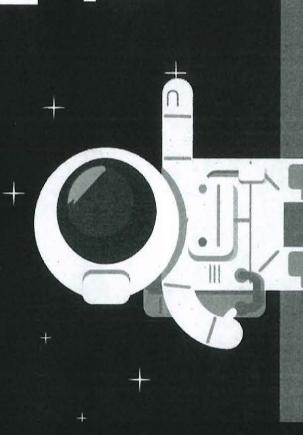
While the financial services industry may not be your son/daughter's profession of choice, working in the in-school bank offers experiences that can be used in any chosen career path. As a Student Banker, your son/daughter will also learn about teamwork, commitment, responsibility, and professionalism – all in a real, working bank branch. In addition, this real-life experience looks great on a resume or college application!

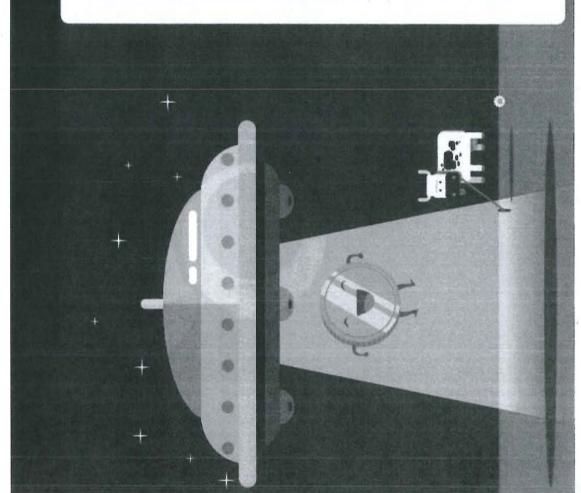
Your support of this endeavor is critical to the success of the program, so if you have any questions or concerns, please feel free to contact our Training Manager Linda Mucciacciaro 203-888-6197 or via e-mail lmucciacciaro@ionbank.com.

Sincerely,

Dawn Derwin EVP, Chief Retail Delivery Officer Ion Bank Ion @ Crosby- Student Banking Team Q&A

Future Ready







Partnership.

 Through a partnership with lon Bank, Crosby High School will soon open a student branch of the bank right here on our campus. The branch is open during limited time periods throughout the school week and is staffed by selected members of the Crosby High School Student Banking Team.

Being a member of the Student Banking Team offers opportunities well beyond a better understanding of how financial institutions work, so this booklet has been designed to answer some of the most common questions about the branch and the Student Banking Team.

SARF.

We develop lifetime relationships by partnering with our customers to identify and achieve their financial goals.



and financial information with the utmost importance.

accuracy as if it were

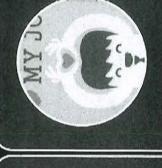
our own.

customers' business with great care and

We conduct our



responsiveness makes a customers moments of difference in our We believe our



service from each of our employees, every day. friendly, personalized customers deserve We believe our

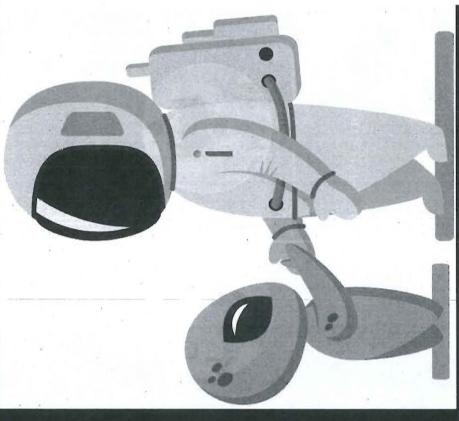
A: A great attitude, an interest in learning about business or banking, computer basics as well as enjoying being part of a team. We'll teach you the rest!

interviews, if selected for the Team, you will be trained as a bank teller, and work in the branch during your free period. Student Bankers work on average 1 period at least every other week. to d scuss your interest. After applications and The bank is open Tuesday and hursday from 10-2. A: Reach out to

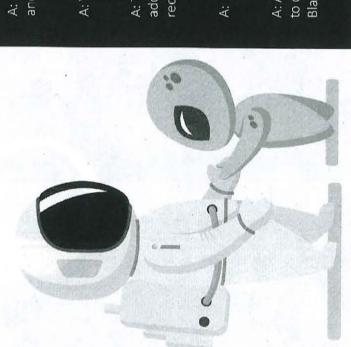
A: The in-school branch of Ion Eank is for the use of students, faculty and staff of Crosby High School and not open to the public. A: Training is scheduled prior to the start of the school year at Icn Bank's training facility in

Naugatuck.

A: Transportation is your responsibility. Some students/parents have car-pooled in the past and it has worked very well!



Q&A Continued



A: This is an unpaid internship where you will learn more than how to be a teller...you learn about responsibility, teamwork, professionalism and critical thinking, not to mention dealing with customers! Paid summer opportunities may also be available.

A: This type of experience builds your resume or college application! You will also learn how to manage your own money, and how the banking system works. And, you never know...we have had members of our Student Banking Team join us as full-time employees!

. The branch was designed just like all Ion Bank branches – with the safety and security of employees of primary concern – it's just a lot smaller! A: The branch is located in

A: Yes, you will receive a student banker logo shirt and are required to follow the school dress code policy.

is responsible for scheduling, A: The Ion Bank School Manager is there to assist you whenever the branch is open for business. In recruiting and communication for all new and existing Student Bankers. , the Crosby High School

A: As long as you are a stucent in good standing at Crosby High, and you have at least one free period of time to dedicate to your role in the program. However, participation in the program is at the discretion of Ms. Black and Ion Bank.

