

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 564

Approved October 9, 2012


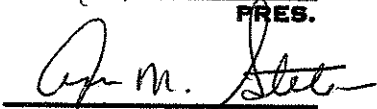
RESOLVED, That the Members of the Providence City Council
hereby Authorize Approval of the following sole source contract awards by the
Board of Contract and Supply, in accordance with Section 21-26 of the Code of
Ordinances:

InQuest Technologies, Inc.	\$63,800.00
Air Cleaning Specialists	\$ 7,300.00
Mass-RI Veterinary ER, Inc. of Swansea MA	\$10,000.00
Education Elements	\$76,500.00
DreamBox Learning	\$ 7,225.00
Teach for America, Inc.	\$75,000.00

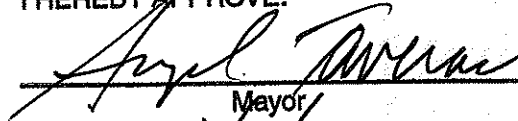
IN CITY COUNCIL

OCT 04 2012

READ AND PASSED


PRES.

CLERK

I HEREBY APPROVE.


Mayor
Date: 10/9/12



Office of the Internal Auditor

September 6, 2012

Ms. Anna Stetson
City Clerk
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Madame Clerk:

In accordance with Section 21-26 of the City's Code of Ordinances, I am writing to request that the following requested contract awards be submitted to the City Council for approval. Subsequent to the approval of these contract awards by the City Council, these items will be forwarded to the Board of Contract & Supply for its approval.

- Sole source contract award to *InQuest Technologies, Inc.* in an amount not to exceed \$63,800
- Sole source contract award to *Air Cleaning Specialists* in an amount of \$7,300
- Sole source contract award to *Mass-RI Veterinary ER, Inc of Swansea, MA* in an amount not to exceed \$10,000
- Sole source contract award to *Education Elements* in an amount not to exceed \$76,500
- Sole source contract award to *DreamBox Learning* in an amount not to exceed \$7,225
- Sole source contract award to *Teach for America, Inc.* in an amount not to exceed \$75,000

If you have any questions or concerns regarding any of these items, please contact me. Thank you for your consideration with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew M. Clarkin, Jr.", is written over a horizontal line.

Matthew M. Clarkin, Jr.
Internal Auditor

Cc: Alan Sepe, Director of Public Property
Judith Petrarca, School Purchasing Administrator
Jake Bissaillon, City Council Chief of Staff



CITY OF PROVIDENCE
Angel Taveras, Mayor

August 28, 2012

The Honorable Angel Taveras
Chairman, Board of Contract & Supply
City Hall
Providence, RI 02903

Dear Mayor Taveras,

The Providence Information Technology Department respectfully requests approval to engage the services of InQuest Technologies, Inc. of Providence, RI for a Business Analyst to work on-site to continue to advance the capabilities of the Online Permitting and Inspection application. InQuest staff will be tasked with application design, development and training in the Providence offices.

The total cost of this contract shall not exceed \$63,800, and funds are available in the FY 2013 IT budget under account 53401.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Silveria", with a long horizontal flourish extending to the right.

Jim Silveria
Chief Information Officer

MICHAEL J. DILLON
Acting Chief of Department

PAUL THOMAS
Acting Assistant Chief
of Department



ANGEL TAVERAS
MAYOR

STEVEN M. PARE
Commissioner of
Public Safety

Department of Public Safety, Fire Department
"Building Pride in Providence"

August 23, 2012

The Honorable Angel Taveras
Chairman, Board of Contract & Supply
City Hall
Providence, RI 02903

Dear Mayor Taveras:

The Providence Fire Department respectfully requests to install and service for the **Plymovent System**, total numbers of vehicles (33) thirty three, frequency of service, every six (6) months, for an amount of \$ **7,300.00** from:

AIR CLEANING SPECIALISTS
1525 HANOVER STREET
HANOVER, MA 02339

The above vendor is the sole source manufacturer for this product. Enclosed is supporting documentation.

Funds are available in account # **101-303-52911**

Respectfully submitted,

Michael Dillon
Acting Chief of Department

Finance Approval _____

PLYMOVENT®

clean air at work

115 Melrich Road
Cranbury, New Jersey 08512-3512
Phone: (609)395-3500
Fax: 609-655-0919

June 27, 2012

To whom it may concern:

This letter is to clarify the issue of who can sell, install and service the Plymovent products. Plymovent has an established network of certified dealers throughout the country. All of our dealers attended sales, service and installation training on a yearly basis to maintain their dealership and certification to work with the product.

Air Cleaning Specialists is a certified Plymovent Systems dealer in New England to include Connecticut, Rhode Island, Massachusetts, Maine and New Hampshire. There is no other company's certified or able to purchase the Plymovent systems or parts for New England

Plymovent has worked for over 20 years to develop both a premier market leading product as well as a program to keep our dealers trained and certified to work with them.

If you have any questions please don't hesitate to contact me. I would be happy to help in any way.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Steven C. Connallon', with a stylized flourish at the end.

Steven C. Connallon
National Sales Manager
PlymoVent Corporation



1525 Hanover Street
Hanover, MA 02339
Phone 781-826-9755
Fax 781-829-0240

www.aircleaningspecialistsne.com

of New England LLC
Preventive Maintenance and Service of Source Capture Vehicle Exhaust Removal System

Customer:	Fire Department Locations:	Vehicles
Providence Fire Department	10 Branch Avenue	3
209 Fountain Street	270 Rochambeau Avenue	1
Providence, RI 02903	155 Humboldt Avenue	2
	489 Hartford Avenue	2
	233 Brook Street	2
	476 Admiral Avenue	2
	776 Allens Avenue	2
	630 Atwells Avenue	3
	136 Mount Pleasant Avenue	1
	847 Broad Street	3
	151 North Main Street	4
	201 Messor Street	2
	274 Reservoir Street	1
	Public Safety Complex – Headquarters	5

Contract Start Date:	Contract Expire Date:
July 1, 2011	June 30, 2013

Per station cost of service is \$125.00 initial vehicle, \$100.00 per additional vehicle attached to the Source Capture Vehicle Exhaust Removal System.

Total Number of Vehicles:	Frequency of Service:	Annual Cost of Service:
Thirty-three (33)	Every six (6) months	\$7,300.00 (cost for duration of contract \$14,600.00)

Additional emergency service calls for mechanical failure of the system will be at no additional charge.

Service calls caused by acts of God, electrical failure, improper use, attachment to vehicle without tailpipe modification or vandalism will be charged at rate of \$105.00 per hour.

All prices are for service only and do not include parts out of warranty.

As a Service Contract Customer all non warranty parts are discounted 10%.

Maintenance program applies to the items specified below.



1525 Hanover Street
Hanover, MA 02339
Phone 781-826-9755
Fax 781-829-0240

www.aircleaningspecialistsne.com

of New England LLC
Preventive Maintenance and Service of Source Capture Vehicle Exhaust Removal System

Hose Inspection

Hose clearance from ground
Hose alignment
Hose Condition

Nozzle Inspection

Attachment on tailpipe
Air line attachment to MFD Valve
Nozzle condition

Safety Disconnect Inspection

Rubber seal
Aluminum fittings
Debris screen

Track & Hardware Inspection

Supports & hardware
Track cleaning
End stops
Trolley condition & adjustments
Balancer tension & adjustments

Compressed Air Supply Inspection

Regulator condition & adjustment
Air line and fittings
Uncoupling Valve
Manual fill valve
Dryer

Air Compressor Inspection

Drain tank
Check oil
Belt
Regulator
Check Pressure

Blower Inspection

Lubricate motor
Disconnect switch at fan

Ductwork System Inspection

Joints and supports
Stack and discharge cap

Control Panel Inspection

Timer
Sensor condition & adjustments
Control relays
Fuses

Date Submitted:

Submitted By: _____
Air Cleaning Specialists

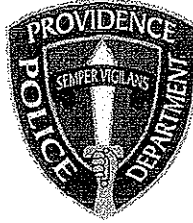
Date Accepted: _____

Accepted By: _____

Printed Name: _____

Angel Taveras
Mayor

Steven M. Pare
Commissioner



Colonel Hugh T. Clements, Jr.
Chief of Police

Providence Police Department
325 Washington Street
Providence, Rhode Island 02903

"Building Pride in Providence"

August 29, 2012

The Honorable Angel Taveras
Chairman, Board of Contract & Supply
City Hall
Providence, RI 02903

Dear Mayor Taveras:


On July 02, 2012, The Providence Police Department was awarded to engage **Mass-RI Veterinary ER, Inc of Swansea, MA** for all emergency vet calls because when the Department did bid out the veterinary services, the only vendor who bid, did not meet specifications. Mass-RI, who currently provides these services, will not submit a bid, however, has agreed to continue to provide emergency services. The only other vender within a 50 mile radius that was able to provide these services was Ocean State but their prices were significantly higher.

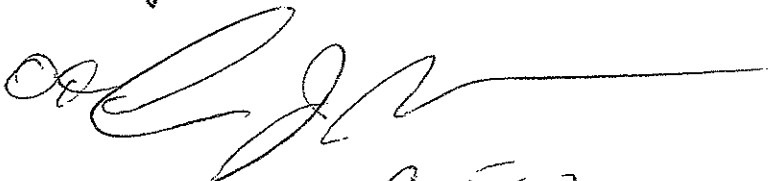
Purchase Order 537039 was issued in the amount of \$10,000 thru acct. 101-302-54105.

The department respectfully requests to encumber an additional \$10,000 to MASS-RI Veterinary ER, Inc of Swansea, MA.

The additional funds will be reimbursed thru the Animal Control's Donation account/253-253-53500.

Respectfully submitted,


Colonel Hugh T. Clements,
Chief of Police


9-5-12

ANGEL TAVERAS
Mayor



SUSAN F. LUSI, PH.D.
Superintendent

Providence Public School District
Purchasing Office
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
fax 401.456.9292

August 31, 2012

The Honorable Angel Taveras, Chairman
Board of Contract & Supply
City Hall
Providence, RI 02903

Dear Mayor Taveras:

The Providence School Department/Federal Programs-Innovation Powered By Technology Grant Pleasant View Elementary School respectfully requests the Board of Contract and Supply to **approve entering into a contract with Education Elements (Sole Vendor) in an amount not to exceed \$76,500.00.**

Education will supply Hybrid Learning Management System (HLMS), a web based platform. HLMS is only available thru Education Elements. This is a blended classroom technology tool that helps teachers deliver a next generation learning experience for students. Education Elements helps teachers design, build and manage Blended Classrooms that engage every student and make data-driven instruction sustainable. The system integrates partner content providers onto one platform allowing Single-Sign-On (SSO) for teachers and students. The dashboards allow teachers to review multiple providers in the same framework allowing consistency in comparisons of performance against standards. They will be providing PD to train personnel at Pleasant View to use system and also providing subscription services for up to a maximum of 320 authorized users. They will also provide maintenance and support. (Please see enclosed for further details.)

Federal funds for this project are regulated by the Department of Education. The Federal Office of the School Department is merely the custodian of the funds, and the School Department requests the Board of Contract and Supply approve this purchase.

Funding is available in account code: **Innovation Powered by Technology Grant.** *AN/CP*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Judith Petrarca".
Judith Petrarca
Purchasing Administrator

MINORITY/WOMEN PARTICIPATION \$ 0 % 0

Routing Information: Initial/date.

Budget Office _____ Senior Staff _____

Purchasing Adm JP 8-23 Chief Financial Officer _____ Purchasing Adm _____

Contract/Agreement Transmittal Form

Please attach this form to your proposed contract/agreement/grant proposal when submitting it for approval.

Providence School Department:		Contracting Party:	
Contact Person:	<u>Gara B. Field, PhD</u>	Organization:	<u>Education Elements</u>
Department/School:	<u>Pleasant View Elementary</u>	Contact Person:	<u>Jeff McCoy</u>
Phone #:	<u>404-272-7849</u>	Address:	<u>999 Skyway Road – Suite 325 San Carlos, CA 94070</u>
		Phone # :	<u>865-325-9005</u>

Proposed School Board Agenda Submission Date: _____

Proposed Board of Contract & Supply Submission Date (contracts of \$5000 or more) _____

Have you provided a copy of the PSD Travel Expense Guidelines for Consultant Services with consultant so the consultant is aware of reimbursement limitations and requirements and the method for submitting appropriate receipts and forms?

Yes

☒

N/A

☐

1. Do you have existing funds and an existing budget code to pay this cost?

Yes

☒

N/A

☐

2. Budget Codes: 21032307-12-01 _____ /Source RIDE Tech grant
Requisition #: _____

3. Desired Start Date: 8/28/012

Have you secured any necessary building service requirements (e.g. building open on non-work day or after hours, food service requirements, security, substitutes, etc.) with appropriate department?

Yes

☐

N/A

☒

REVIEWED AND APPROVED:

Originator's Signature

Date

Budget Office Signature

Date

Authorized Signature (Senior Staff)

Date



OUR SCHOOLS. OUR FUTURE.

Consultant Service Contract

The Providence School District, hereinafter referred to as "District," and independent contractor, Education Elements, hereinafter referred to as "Consultant," enter into a contract on this the 22 day of August, 2012 for the provision of consultant services.

1. District agrees to engage Consultant, and Consultant agrees to perform personally, in a manner satisfactory to District, the following services:

- Content: Support evaluation, negotiations, integration, and configuration. Integration to Content Providers who are not already integrated to HLMS will require cooperation from the Content Providers and there is no guarantee that they will do the necessary work to integrate to the HLMS.
- School Model: Review and collaborate with Pleasant View leadership to optimize model for pilot, based upon best practices learned from other implementations.
- Hybrid Learning Management System (HLMS): Implement, configure, and integrate HLMS at pilot school site. (Note: Does not include customization or custom integrations – *TBD*)
- Professional Development: Support training and on-board of teachers around the model, use of digital content, and HLMS. Train data personnel on reviewing reports with teachers and support analysis and data review.
- Subscription Services for up to a maximum of 320 Authorized Users 12 month subscription from July 1, 2012 to June 30, 2013
- Maintenance and Support: Telephone and email support. On-site as necessary, determined by Company.

The Consultant must adhere to accountability requirements that include providing District staff with a full report of service delivery, listing:

- (a) Number of administrators and teachers trained;
- (b) Total number of training and/or curriculum development hours facilitated;
- (c) Any evaluations results, if applicable.

2. Unless discontinued earlier by District, the services are to be performed at the following times and places:

3. District agrees to pay consultant a fee not to exceed \$ \$76,500.00, as compensation for services rendered. This amount is inclusive of expenses for materials, supplies, transportation, lodging, and meals for all on-site and off-site planning and preparation. Consultant shall not be paid in advance.

Fee Schedule:

Payment #1	\$22,600	Upon execution of this agreement.
Payment #2	\$22,600	August 1, 2012
Payment #3	\$30,400	November 1, 2012
Total Amount:	\$75,600	

AMENDMENT TO MAY 30, 2012
EDUCATION ELEMENTS, INC. SUBSCRIPTION SERVICES AGREEMENT
WITH PLEASANT VIEW ELEMENTARY SCHOOL

This Amendment to the Subscription Services Agreement (the "*Agreement*") dated May 30, 2012 between Education Elements, Inc., a Delaware corporation with its principal place of business at 999 Skyway Road, Suite 325, San Carlos, CA 94070 ("*Company*") and Pleasant View Elementary School, a public school, with its principal place of business at 50 Obediah Brown Road, Providence, RI 02909 ("*Customer*") is made and entered into as of August 1, 2012.

THEREFORE, the parties agree to amend the Agreement as follows:

Paragraph 7.1, entitled Term, shall be amended such that the Agreement shall cease to automatically renew after ten (10) Contract Years.

Paragraph 8.1, entitled Fees and Expenses, is amended such that Company shall provide notice to Customer in writing at least sixty (60) days prior to the end of the Contract Year if Company intends to change fees for the following Contract year. Failure to adequately provide notice of a change in fees shall constitute a material breach of the Agreement.

The Agreement is amended so as to omit, delete, remove, expunge, or otherwise make invalid and unenforceable Paragraph 13.10, entitled Jurisdiction.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be signed by their duly authorized representatives.

Pleasant View Elementary School

Signature:

Name: Gara B. Field, PhD

Title: Principal

Date:

8/15/12

Education Services, Inc.

Signature:

Name: Jeff McCoy

Title: Executive for Growth & Development

Date:

8/15/12

Approved as to form and correctness:

Jeffrey M. Padwa, City Solicitor

EDUCATION ELEMENTS, INC.
SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (the "Agreement") is made and entered into as of May 30, 2012 between Education Elements, Inc., a Delaware corporation with its principle place of business at 999 Skyway Road, Suite 325, San Carlos, CA 94070 ("Company") and Pleasant View Elementary School, a public school, with its principal place of business at 50 Obediah Brown Road, Providence, RI 02909 ("Customer").

Company and Customer desire to have Company provide Customer with remote access to software, content and services, subject to and in accordance with the terms and conditions of this Agreement.

THEREFORE, the parties agree as follows:

1. **DEFINITIONS.** Wherever used in this Agreement with initial terms capitalized, such terms will have the meanings set forth below:

1.1 "**Authorized User**" means personnel directly employed by the Customer, teachers or school administrators at designated Customer Site, or teacher, students enrolled at the Customer or consultants working for Customer that have (i) been assigned by Company or Customer a unique username-password to access and use the Subscription Services, (ii) registered on-line to access and use the Subscription Services and (iii) agreed to comply with the terms and conditions of this Agreement. The maximum number of Authorized Users is set forth in Exhibit D.

1.2 "**Content**" means the third party content identified in Exhibit A that can be accessed by Authorized Users through the Platform under this Agreement.

1.3 "**Customer Data**" means the data provided or made available by Customer and/or Authorized Users to Company through the Service, including, but not limited to, user profile information and student academic and performance data.

1.4 "**Customer Site**" means Customer's site identified in Exhibit B where Authorized Users are allowed to access the Subscription Services.

1.5 "**Effective Date**" means the date first set forth above.

1.6 "**Feedback**" means any feedback, comments, proposals and suggestion for improvements or changes relating to the Subscription Services.

1.7 "**Intellectual Property Rights**" means patents, utility models, and applications therefore and all renewals, extensions, provisionals and continuations thereof, and all other rights in inventions and discoveries whether registered or not (including rights in invention disclosures); rights associated with trade secrets, confidential information, know how; trade names, logos, trade dress, trademarks and service marks, trademark and service mark registrations, trademark and service mark applications; Internet domain name applications and registration; copyrights, copyright registrations and applications therefore; and any similar or equivalent rights to any of the foregoing whether registered or not.

1.8 "**Platform**" means Company's learning platform that provides Authorized Users with a single point of access to content from multiple third party providers, as described in Exhibit C.

1.9 "Service" means the Subscription Services, the Setup Services and any other services performed by Company for Customer pursuant to this Agreement.

1.10 "Setup Services" has the meaning set forth in Section 3.

1.11 "Subscription Services" means the remote access and use of the Platform and the Content by Authorized Users from the Customer Site.

1.12 "Term" means the term of this Agreement defined in Section 7 of this Agreement.

2. SUBSCRIPTION SERVICES.

2.1 **Use of the Subscription Services.** Subject to the terms of this Agreement, Company shall provide Customer non-exclusive access to the Subscription Services during the Term. Customer shall use the Subscription Services only (i) for Customer's internal business purposes, (ii) through Authorized Users, and (iii) for authorized and legal purposes, consistent with all applicable laws, regulations and any rights of third parties.

2.2 **Restrictions.** Customer shall not (i) copy, duplicate, modify or incorporate in any other work any of the Subscription Services, or (ii) reverse compile, disassemble or reverse engineer the Platform or any parts of it, or allow any third party to do so. Except with Company's prior written consent, the access to the Subscription Services does not include: (i) any use of any software other than the Platform, (ii) permission for Customer to use the Platform with content not listed in Exhibit A, (iii) permission for Customer to rent, lease, or provide access to the Subscription Services on a time-share or service bureau basis, or otherwise make the Subscription Services available to persons not being Authorized Users.

3. **SET-UP SERVICES.** Subject to the terms of this Agreement, Company shall use commercially reasonable efforts to provide to Customer the data migration, configuration and integration services described in Exhibit D ("Setup Services").

4. **CONTENT.** The access and use of any Content by Customer and/or Authorized Users is subject to the terms of any applicable third party-licenses. If Customer requests the addition or substitution of any content, Company and Customer shall discuss in good faith the terms of such addition or substitution, which shall be conditioned on the parties executing a written amendment to Exhibit A, provided that in no event shall Customer be entitled to a refund for fees previously paid for Content that is removed from Exhibit A.

5. MAINTENANCE AND SUPPORT SERVICES.

5.1 **Facilities.** Company shall plan, provide, maintain, operate and manage its data processing facilities as necessary to provide the Subscription Services to Customer.

5.2 **System and Application Changes.** Company reserves the right, as reasonably necessary or convenient for Company's own purposes or to improve the quality of Service to Customer, to change rules of operation, Customer identification procedures, types of equipment utilized by Company at its data processing facility, system interfaces, operating and other system and network software, utilities, and database software, and to implement enhancements or updates to the Subscription Services.

5.3 **System Maintenance and Support.** Company shall provide maintenance and support for the Subscription Services to Customer in accordance with its normal maintenance schedules and procedures,

as modified from time to time during the Term. Customer acknowledges that the Subscription Services shall be inaccessible during periods of maintenance.

5.4 Data Maintenance and Backup Procedures. Customer agrees that Company has the sole right to maintain and update the Subscription Services. In connection with such maintenance and update, Customer shall test and/or assist Company in testing the consistency and completeness of Subscription Services as Company reasonably requests. Company shall follow the same archival procedures for Customer Data as Company employs for its own data, as modified from time to time, in Company's discretion, during the Term. IN THE EVENT OF ANY LOSS OR DAMAGE TO CUSTOMER DATA, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR COMPANY TO USE COMMERCIALY REASONABLE EFFORTS TO REPLACE OR RESTORE THE LOST OR DAMAGED DATA FROM THE LATEST BACKUP OF SUCH DATA WHICH COMPANY HAS MAINTAINED IN ACCORDANCE WITH ITS STANDARD ARCHIVAL PROCEDURES.

6. CUSTOMER OBLIGATIONS.

6.1 Cooperation and Assistance. As a condition precedent to Company's obligations hereunder, Customer shall (i) provide Company access to its facilities as necessary or convenient to facilitate Company's performance of the Services, (ii) provide Company with full, good faith cooperation, assistance and such information as may be reasonably requested by Company in order to render the Services, and (iii) timely and fully carry out all other Customer responsibilities set forth herein.

6.2 Operating Methods, Procedures and Limitations. Customer shall use the Subscription Services in accordance with any reasonable policies (including but not limited to, security policies) as may be established by Company and/or its licensors, as set forth in any materials furnished by Company to Customer from time to time. In addition, Customer shall: (i) supplement or modify its operating methods and procedures as reasonably required to make effective use of, and functionally conform to, such policies; and (ii) not alter the physical appearance of any signage or other Company and/or Company's licensors branding in any manner without the prior written consent of Company.

6.3 Enforcement. Customer is responsible for all activity occurring in connection with its use of the Subscription Services. Customer shall ensure that all Authorized Users comply with this Agreement. Customer shall promptly notify Company of any suspected or alleged violation of this Agreement including any unauthorized use of any password or account or any other known or suspected breach of security. Customer shall cooperate with Company with respect to: (a) investigation by Company of any suspected or alleged violation of this Agreement and (b) any action by Company to enforce this Agreement. Company may suspend or terminate any Authorized User's access to the Subscription Services upon notice to Customer in the event that Company reasonably determines that such Authorized User has violated this Agreement. Customer shall be liable for any violation of this Agreement by any Authorized User.

6.4 Communications and Internet Services. Customer acknowledges and agrees (i) that the use of the Subscription Services by Customer is dependent upon access to communications and internet services, and (ii) that Company has neither responsibility for nor control of the communication lines used to access the Subscription Services since such lines are provided by a third party public utility and that the security of transmissions to and from the Subscription Services is not the responsibility of Company. Customer shall be solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software required to access and use the Subscription Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing.

6.5 **Feedback.** Customer may, at its option, provide Company with any Feedback relating to the Subscription Services.

7. TERM AND TERMINATION.

7.1 **Term.** This Agreement shall commence on the Effective Date, unless terminated as provided for in this Section 7, shall continue for the initial term set forth in Exhibit D, and shall automatically continue for subsequent twelve (12)-month periods (each of the initial term and any such twelve (12)-month period, as applicable, a "**Contract Year**"), unless either party notifies the other in writing of its intent not to renew at least thirty (30) days prior to the end of the then current term ("**Term**").

7.2 Early Termination.

7.2.1 **Breach.** Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and (if capable of cure) fails to correct the breach within thirty (30) days (or, in case of payment obligations, fifteen (15) days) following written notice from the other specifying the breach.

7.2.2 **Insolvency.** Either party may terminate this Agreement upon written notice if the other party (i) is unable to pay its debts when due, (ii) makes any assignment or composition for the benefit of creditors, (iii) has appointed or suffers the appointment of a receiver or trustee for its business, property or assets, (iv) files or has filed against it any petition under the bankruptcy or insolvency laws of any jurisdiction, or (v) is adjudicated bankrupt or insolvent.

7.3 **Rights and Obligations upon Termination.** The obligations of Company and Customer in Sections 2.2, 7.3, and 8-13 shall survive termination or expiration of this Agreement. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, nor shall termination relieve Customer to pay Company for all Services performed and expenses incurred up through the termination date. Upon termination, all rights granted to Customer hereunder shall immediately terminate and each party shall return and make no further use of equipment, property, materials and other items (and all copies thereof) belonging to the other party. If requested by Customer no later than thirty (30) days after termination or expiration, Company shall return to Customer or destroy any Customer Data in its possession. Customer shall return all Company property to Company within ten (10) days. Any expense incurred by Company in returning or disposing of Customer Data or incurred by Customer to return Company property to Company shall be borne by Customer.

8. FEES AND EXPENSES.

8.1 **Fees and Expenses.** Customer shall pay Company all fees as set forth in Exhibit D and shall reimburse Company for all reasonable travel, lodging, communications, shipping charges and out-of-pocket expenses incurred by Company in connection with providing the Services not to exceed the amount if any set forth in Exhibit D. In case of renewals of this Agreement fees are subject to reasonable changes by Company. Company shall provide notice Customer in writing at least thirty (30) days prior to the end of the Contract Year if Company intends to change fees for the following Contract Year.

8.2 **Invoices.** Company shall invoice Customer on an annual basis at the beginning of each Contract Year. The initial invoice shall be issued thirty (30) days after execution of this Agreement and shall follow the payment schedule in accordance to Exhibit D.

8.3 **Payment.** Each invoice is due and payable thirty (30) days after the invoice date. Customer agrees to pay interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, for any overdue payments.

8.4 **Taxes.** If Company is required to pay any federal, state or local taxes based on the Services (other than taxes based on Company's net income), such taxes shall be billed to and paid by Customer, in addition to the fees and expenses stated above.

9. PROPRIETARY RIGHTS.

9.1 **Company.** Company and/or its licensors own and retain all right, title and interest in and to (i) the Services (including all software components of the Platform, the Content and any associated documentation), (ii) any improvements or modifications to the Services and related materials, that Company, or personnel working for or through Company, may make, conceive or develop, alone or jointly with others, in the course of performing the Services or as a result of such Services, and (iii) any Feedback provided by Customer, including, in each case, all Intellectual Property Rights therein or relating thereto. Customer hereby assigns to Company all of its right, title, and interest in the Feedback, including all Intellectual Property Rights therein or relating thereto, and, at Company's request and expense, Customer will execute documents and take such further acts as Company may reasonably request to assist Company to acquire, perfect and maintain such Intellectual Property Rights in the Feedback. The parties agree that, except as expressly stated herein, this Agreement does not grant Customer any rights or licenses in respect of the Services.

9.2 **Customer.** Company acknowledges that Customer owns all right, title and interest in and to the Customer Data. Notwithstanding anything to the contrary herein, Customer hereby grants Company the non-exclusive right to analyze the Customer Data on an aggregate basis and share with third parties the results of such analysis.

10. CONFIDENTIALITY.

10.1 **Confidential Information.** By virtue of this Agreement, the parties may have access to information that is confidential to one another ("*Confidential Information*"). For purposes of this Agreement, "Confidential Information" of a party means information, ideas, materials or other subject matter of such party, whether disclosed orally, in writing or otherwise, that is provided under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes, without limitation, the terms and conditions of this Agreement; all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines; and all personnel, customer (including Customer Data, subject to Section 9.2), contracts and financial information or materials disclosed or otherwise provided by such party ("*Disclosing Party*") to the other party ("*Receiving Party*"). Confidential Information does not include that which (a) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (b) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party in violation of this Agreement, (c) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (d) is independently developed by the Receiving Party.

10.2 **Restrictions on Use.** The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of this Agreement and the activities described herein. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except as otherwise permitted hereunder. The Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees, subcontractors or agents who have a need to know such Confidential Information and who are bound to retain the confidentiality thereof under

provisions (including, without limitation, provisions relating to nonuse and nondisclosure) no less restrictive than those required by the Receiving Party for its own Confidential Information. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. Each party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the other party of which the notifying party becomes aware.

10.3 Exclusions. Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall promptly notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party) to contest or minimize the scope of the disclosure (including application for a protective order). Further, each party may disclose the terms and conditions of this Agreement: (a) as required by the applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (b) in confidence, to legal counsel; (c) in confidence, to accountants, banks, and financing sources and their advisors; and (d) in connection with the enforcement of this Agreement or any rights hereunder.

11. WARRANTIES.

11.1 Subscription Services. Company warrants that the quality of the Subscription Services shall be consistent with generally accepted industry standards and practices. Upon receipt of written notice from Customer describing a breach of the foregoing warranty in reasonable detail, Company shall, at Company's expense, re-perform the Services described, as Customer's sole remedy and Company's sole liability. The foregoing warranty does not cover the results or consequences of any accident, abuse, neglect, improper testing, vandalism, acts of God, or any use of the Subscription Services contrary to the terms of this Agreement or applicable specifications or instructions.

11.2 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT PROVIDE ANY WARRANTIES WITH RESPECT TO ANY THIRD PARTY CONTENT, AND DOES NOT WARRANT THAT THE PLATFORM IS COMPATIBLE WITH ANY THIRD PARTY CONTENT OR SOFTWARE OTHER THAN THE CONTENT EXPRESSLY IDENTIFIED IN EXHIBIT A.

12. LIMITATION OF LIABILITY. EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF USE OF THE SOFTWARE AND SERVICES OR ANY COMPONENT OF SUBPART THEREOF, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTED FACILITIES, EQUIPMENT OR SERVICES, OR OTHER ECONOMIC LOSS ARISING OUT OF BREACH BY THE OTHER PARTY OF ANY OF ITS REPRESENTATIONS, WARRANTIES OR AGREEMENTS CONTAINED IN THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL COMPANY'S

AGGREGATE LIABILITY TO CUSTOMER, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE CLAIM.

13. GENERAL.

13.1 Relationship between the Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

13.2 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause beyond the reasonable control of such party.

13.3 Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of Company's proprietary rights in the Services, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued.

13.4 Notices. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given upon the date sent by confirmed facsimile or three (3) days following the date such notice was mailed by first class mail, to the addresses first set forth above. To expedite order processing, Customer agrees that Company may treat documents faxed by Customer to Company as original documents; nevertheless, either party may require the other to exchange original signed documents.

13.5 Marketing Activities. The parties agree to the following marketing activities:

- (i) Company may use Customer's name or logos in customer lists on collateral, web sites or media communications.
- (ii) Company may issue a press release following the execution of this Agreement.
- (iii) Customer agrees to participate in case studies and provide quotes for use in marketing materials. Company agrees to obtain customer approvals before public release, and consent should not be unreasonably withheld.

13.6 Sub-Contractors. Company reserves the right to sub-contract all or any of its obligations under this Agreement, provided such action shall not relieve Company of its obligations hereunder.

13.7 Assignment. Company may freely assign this Agreement. No right or obligation of Customer under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Company, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder, without such consent, shall be void.

13.8 Successors. This Agreement shall inure to the benefit of the successors and assigns of Company and, subject to the restrictions on transfer or assignment herein set forth, shall be binding upon Customer and Customer's successors and assigns.

13.9 Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California, excluding its conflict of law provisions.

13.10 Jurisdiction. Any legal action or proceeding relating to this Agreement shall be instituted in a federal court in the Northern District of California or in state court in the County of San Francisco, California. Company and Customer irrevocably agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding. The prevailing party shall be entitled to reasonable attorney fees and expenses.

13.11 Entire Agreement. This Agreement together with the exhibits, appendices and attachments hereto constitutes the final and complete agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, understandings, representations, warranties, promises and other communications, whether oral or written, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party, no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

13.12 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

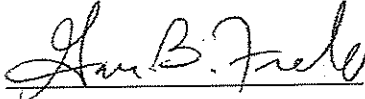
13.13 Construction. The section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

13.14 Counterparts. This Agreement may be executed in several counterparts, all of which shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Subscription Services Agreement to be signed by their duly authorized representatives.

Pleasant View Elementary School

Signature:



Name:

Gara B. Field, PhD

Title:

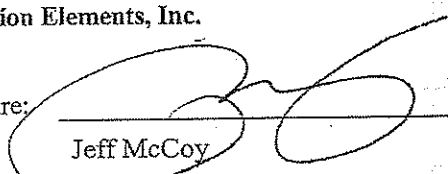
Principal

Date:

6/12/2012

Education Elements, Inc.

Signature:



Name:

Jeff McCoy

Title:

Executive for Growth & Development

Date:

May 30, 2012

EXHIBIT A

CONTENT

Content	Content Provider	Annual recurring Fee per Authorized User	Number of Authorized Users	Total annual recurring fee per Content
	TBD			
	TBD			
	TBD			
	TBD			
	TBD			
	TBD			

Customer has acquired licenses for content providers listed above. Customer will provide Company with administrative access to each of the content providers.

*Customer acknowledges that several of the Content Providers listed above will require some degree of custom integration, which requires cooperation from the Content Provider. Company will make reasonable efforts to work with the Content Providers. Customer acknowledges that there is no guarantee that the integrations to some of these Content Providers will be available.

EXHIBIT B

CUSTOMER SITE

Customer:	Pleasant View Elementary School
School Site:	Pleasant View Elementary School
School Site: Street Address:	50 Obediah Brown Road
School Site: City, State, and Zip Code:	Providence, RI 02909

EXHIBIT C

PLATFORM

Education Element's Hybrid Learning Management System (HLMS) is a web-based service for schools implementing blended/hybrid school models. The key features in the current version include:

Student Launch Pad

- Interface for students to authenticate to HLMS and single sign-on to Company certified 3rd party content systems
- Provisioning to user accounts – user account creation, editing, and deletion

Administrative Control Panel

- Student management
- Content assignment and enrollment

Dynamic Instruction and Intelligence

- Teacher dashboard
- Multi-level reporting
- Mastery analysis

EXHIBIT D

FEE TABLE

Initial Term: May 30, 2012 to June 30, 2013

Description	Fee	Fee Type
<p>Services:</p> <ul style="list-style-type: none"> <u>Content</u>: Support evaluation, negotiations, integration, and configuration. Integration to Content Providers who are not already integrated to HLMS will require cooperation from the Content Providers and there is no guarantee that they will do the necessary work to integrate to the HLMS. <u>School Model</u>: Review and collaborate with Pleasant View leadership to optimize model for pilot, based upon best practices learned from other implementations. <u>Hybrid Learning Management System (HLMS)</u>: Implement, configure, and integrate HLMS at pilot school site. (Note: Does not include customization or custom integrations – TBD) <u>Professional Development</u>: Support training and on-board of teachers around the model, use of digital content, and HLMS. Train data personnel on reviewing reports with teachers and support analysis and data review. <p>Period: May 30, 2012 to June 30, 2013</p>	<p>\$29,800</p> <p>GBF \$12,000</p>	One time
<ul style="list-style-type: none"> <u>Travel</u>: Design, Implementation and PD site visits. 	\$5,000	One time
Subscription Services for up to a maximum of 320 Authorized Users – 12 month subscription from July 1, 2012 to June 30, 2013	Initial term: \$28,800	Annual Recurring
Maintenance and Support: Telephone and email support. On-site as necessary, determined by Company.	Included in Subscription Services	Annual Recurring

PAYMENT SCHEDULE

Payment	Amount	Due Date
Payment #1	\$22,600	Upon execution of this agreement.
Payment #2	\$22,600	August 1, 2012
Payment #3	\$30,400	November 1, 2012
Total Amount:	\$75,600	

July 26, 2012

Judith Petrarca
Purchasing Supervisor
Providence Public School District

Judith.petrarca@ppsd.org

Dear Judith,

This letter is to inform you that Education Elements is the only supplier of the Education Elements Hybrid Learning Management System (HLMS), a web based platform. The HLMS is not available from any third parties.

Education Elements' HLMS is a blended classroom technology tool that helps teachers deliver a next generation learning experience for their students. Education Elements helps teachers design, build and manage Blended Classrooms that engage every student and make data-driven instruction sustainable. Our system integrates partner content providers onto one platform allowing for Single-Sign-On (SSO) for teachers and students. On the backend, our dashboards allow teachers to review multiple providers in the same framework allowing for consistency in comparisons of performance against standards. Additionally, our grouping tool provides teachers with data driven and actionable results applied to classroom decision-making. Our Hybrid Learning Management System (HLMS) is a core element of how we achieve our mission.

Please let me know if you have questions or if I can be of additional service.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff McCoy', with a stylized flourish extending to the right.

Jeff McCoy
Executive
Growth & Development
Education Elements
jeff@edelements.com

ANGEL TAVERAS
Mayor



Providence Public School District
Purchasing Office
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
fax 401.456.9292

SUSAN F. LUSI, Ph.D.
Superintendent

August 24, 2012

The Honorable Angel Taveras, Chairman
Board of Contract & Supply
City Hall
Providence, RI 02903

Dear Mayor Taveras:

The Providence School Department/Federal Programs-Innovation Powered By Technology Grant Pleasant View Elementary School respectfully requests the Board of Contract and Supply to **approve payment to DreamBox Learning (Sole Vendor) in an amount not to exceed \$7,225.00.**

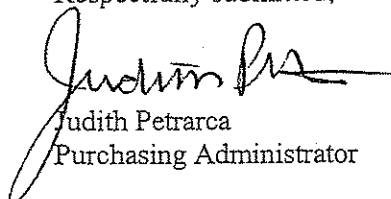
Pleasant View Elementary will be purchasing DreamBox Learning Math Set-Up and 90 minutes of training and site license subscription for 1 year. DreamBox Learning Math for Schools is an internet-based software solution and is only available for purchase directly from DreamBox Learning, Inc. DreamBox Learning is the next generation learning technology that is impacting students at the point of instruction. Uniquely from any other product, DreamBox collects tens of thousands of data points per learner every hour and continually adjusts to each student's needs to help accelerate progression. Rigorous math curriculum, delivered through the most advanced adaptive learning technology is delivered in a way to make learning fun and highly engaging. The curriculum develops conceptual understanding, computational fluency and problem solving ability and is aligned with common core state standards. (Please see enclosed for further details.)

Federal funds for this project are regulated by the Department of Education. The Federal Office of the School Department is merely the custodian of the funds, and the School Department requests the Board of Contract and Supply approve this purchase.

Funding is available in account code: **Innovation Powered by Technology Grant.**

ARV
8/24/12

Respectfully submitted,


Judith Petrarca
Purchasing Administrator

MINORITY/WOMEN PARTICIPATION \$ 0 % 0



July 26, 2012

Judith Petrarca

Purchasing Supervisor

Providence Public School District

Judith.petrarca@ppsd.org

Dear Judith,

This affidavit is to inform you that DreamBox Learning Math for Schools, an internet-based software solution, is only available for purchase directly from DreamBox Learning, Inc.

DreamBox Learning is next generation learning technology that is impacting students at the point of instruction. Uniquely from any other product, Dreambox collects tens of thousands of data points per learner every hour and continually adjusts to each student's needs to help accelerate progression. Rigorous math curriculum, delivered through the most advanced adaptive learning technology is delivered in a way that makes learning fun and highly engaging. The curriculum develops conceptual understanding, computational fluency, and problem-solving ability and is aligned with the common core state standards. More than 700 lessons and millions of learner pathways are helping teachers and school districts deliver more individualized instruction and empowering students to become proficient mathematical thinkers.

Please let me know if you have any questions or if I can be of any additional assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Bedford'.

Jason Bedford

Vice President of Sales

DreamBox Learning

Jason@dreambox.com



305 108th Ave. NE, Suite 200
 Bellevue, WA 98004-4454
 Phone: 877.451.7845
 Fax: 425.484.6476
 schools@dreambox.com
 www.dreambox.com

QUOTE

Date:	August 14, 2012
Quote #	DB061204139
Quote Type:	New
Promo Code:	
Valid Until:	8/26/2012 12:00:00 AM

Customer	Prepared By
Gara Field Principal gara.field@ppsd.org 401-456-9325 PROVIDENCE, RI PLEASANT VIEW SCHOOL, RI 50 OBADIAH BROWN ROAD PROVIDENCE, RI 02909	Mike Maley Regional Sales Consultant mike.maley@dreambox.com

Qty	Description	Price	Sub-Total
1	DreamBox Learning Math Set-Up and 90 Minutes of Training	\$225.00	\$225.00
1	DreamBox Learning Math Site License Subscription 1-Year	\$7,000.00	\$7,000.00
	Outside of Washington State, customers are responsible for remitting any taxes imposed by their states.	Total Amount:	\$7,225.00

This Quote is specifically conditioned upon the acceptance of the below terms and conditions. Issuance of a purchase order and/or payment for any of the products listed in this Quote by Customer shall be deemed acceptance of the below terms and conditions.

Terms and Conditions – Site:

This quotation is valid for 30 days from delivery unless otherwise indicated or earlier terminated by DreamBox Learning. Customer must issue a purchase order referencing the Quote number above to complete the sale of the products listed in this Quote. DreamBox Learning objects to any different or additional terms in Customer's purchase/sales order documentation, except as expressly agreed to in writing. Applicable activation codes for the subscriptions purchased will be issued following receipt of the authorized purchase order. Annual subscriptions begin on date of receipt of the applicable purchase order by DreamBox or upon the annual renewal date, as applicable. Billing terms are net 30 days from receipt by DreamBox Learning of the purchase order. All taxes, fees, levies are subject to change at the time of the order. Payments outstanding more than 30 days may result in cancellation of the subscriptions. All fees and payments are non-refundable. No failure or delay by DreamBox Learning in exercising any right shall constitute a waiver of that right. The subscriptions referenced in this Quote are subject to the acceptance of all terms set forth in the current version of the Terms of Use at <http://www.dreambox.com>. DreamBox Learning does not warrant its products or services except as specifically agreed to in writing. Any dispute regarding this Quote shall be governed by the laws of the State of Washington, and the parties agree to accept the exclusive jurisdiction of the state and federal courts located in King County, Washington, regardless of conflicts of laws.

Purchase Options:

- To pay by purchase order, please fax your purchase order to 425-484-6476.
- To pay by credit card please call 425-646-8080 or toll free at 1-877-451-7845 (weekdays, 7 a.m. - 5 p.m., Pacific Time).

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Reg # 109724



305 108th Ave. NE, Suite 200
 Bellevue, WA 98004-4454
 Phone: 877.451.7845
 Fax: 425.484.6476
 schools@dreambox.com
 www.dreambox.com

QUOTE

Date:	August 14, 2012
Quote #	DB061204139
Quote Type:	New
Promo Code:	
Valid Until:	8/26/2012 12:00:00 AM

Customer	Prepared By
Gara Field Principal gara.field@ppsd.org 401-456-9325 PROVIDENCE, RI PLEASANT VIEW SCHOOL, RI 50 OBADIAH BROWN ROAD PROVIDENCE, RI 02909	Mike Maley Regional Sales Consultant mike.maley@dreambox.com

Qty	Description	Price	Sub-Total
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ANGEL TAVERAS
Mayor



Providence Public School District
Purchasing Office
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9264
fax 401.456.9292

SUSAN F. LUSI, Ph.D.
Superintendent

August 24, 2012

The Honorable Angel Taveras, Chairman
Board of Contract & Supply
City Hall
Providence, RI 02903

Dear Mayor Taveras:

On The Providence School Department/Local /Federal-Grants respectfully requests the Board of Contract and Supply to **approve payment to Teach for America, Inc. for an amount not to exceed \$75,000.00.**

The Providence School Department has partnered with the Teach for America Program, a privately-funded organization. The partnership began in the 2010-2011 school year and will continue through the 2012-2013 school year. This is the third year of the partnership. The program recruits college students not otherwise inclined to teach in urban schools, particularly in the sciences and other hard to fill academic areas. The education of these candidates for teaching positions involves intense in-house training and mentoring by the Teach for America initiative at its sole cost, which initiative has enjoyed tremendous success nationwide. Once the training is complete, PPSD may hire the successful candidates as hiring needs arise. In order to gain the benefit of this singular program, PPSD must agree to continue the training of any candidate actually hired. The training cost to PPSD is \$3,000.00 per hire for two years (assuming continued employment.) Teach for America is offering these services at a significantly reduced cost because the PPSD is the first jurisdiction in Rhode Island to establish a relationship with this nationally-acclaimed program. No other extraordinary cost is incurred by the PPSD for its hiring of these highly qualified candidates. The monies requested will pay for 25 candidates for two years that have been engaged by PPSD thru Teach for America, Inc.

Funding is available in account Local/Federal-Grants.

Handwritten initials "JF" and "ACV" in dark ink.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Judith Petrarca".

Judith Petrarca
Purchasing Administrator

MINORITY/WOMEN PARTICIPATION \$ 0 0 %

An Equal Opportunity Employer. The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status. Vision: The Providence Public School District will be a national leader in educating urban youth. Mission: The Providence Public School District will prepare all students to succeed in the nation's college's and universities, and in their chosen professions.

TEACHFORAMERICA

Corps Members in Providence Public Schools: 2011-2012 Academic Year

As of 8/22/2011

Row	First Name	Last Name	Corps Year	School
1	Michael	Broschart	2011	Sanchez Complex
2	Sam	Cross	2011	Sanchez Complex
3	Allison	Fales	2011	Roger Williams Middle School
4	Blake	Fisher	2011	Roger Williams Middle School
5	Amber	Houghstow	2011	Roger Williams Middle School
6	Sarah	Kelly	2011	Roger Williams Middle School
7	James	Kim	2011	Sanchez Complex
8	Dorothy	Liu	2011	Sanchez Complex
9	Adriana	Lombard	2011	Roger Williams Middle School
10	David	Nguyen	2011	Sanchez Complex
11	Zachary	Pinto	2011	Mount Pleasant High School
12	Travis	Price	2011	Sanchez Complex
13	Anne Marie	Skyllis	2011	Roger Williams Middle School
14	Tara	Zimonjic	2011	Roger Williams Middle School
15	Danielle	Bercovicz	2012	Mount Pleasant High School
16	Colleen	Brosnan	2012	Mount Pleasant High School
17	Richard	Ha	2012	Roger Williams Middle School
18	Juliann	Igo	2012	Roger Williams Middle School
19	Nicole	Jacobson	2012	DelSesto Middle School
20	Elizabeth	Kelly	2012	Mount Pleasant High School
21	Kyli	Lamar	2012	Roger Williams Middle School
22	Genevieve	Lim	2012	Central High School
23	Katrina	Rubner	2012	Mount Pleasant High School
24	Rachel	Safirstein	2012	Roger Williams Middle School
25	Callie	Walsh	2012	Mount Pleasant High School

Teach For America Rhode Island
67 Cedar Street, Suite 101, Providence, RI 02903
Phone 401-519-2699
Fax: 401-351-2730

Email: heather.tow-yick@teachforamerica.org

Teach For America is a 501(c)3 nonprofit organization.

TEACHFORAMERICA

INVOICE

Date: August 20, 2012

Placement Partner: Providence Public Schools

Dr. Susan Lusi, Superintendent

797 Westminster Street

Providence, RI 02903

Thank you for your partnership. Together we will continue to make significant progress towards closing the achievement gap between low-income students and their affluent peers in Rhode Island.

Pursuant to the educational professional services agreement between Teach For America and Providence Public Schools this invoice details the amount owed to Teach For America for services rendered for the 2012-2013 school year for the selection, placement, and ongoing professional support of corps members throughout their two-year commitment.

Teach For America Federal Tax Identification No. : 13-3541913

Contract No. (Please view the Professional Service Agreement)

Contract Effective Date: 08/19/2009 Contract End Date: at the end of the 2012-2013 school year

Number of corps members working in 2011-2012 academic year: 25

First-years: 11

Second-years: 14

(A list of all corps members who will be working in Providence Public Schools, and approved by the school board prior to this invoice date is attached.)

Fees owed per corps member:

First-year: \$3,000

Second-year: \$3,000

Total fee owed for services rendered during the 2012-2013 academic year: \$75,000

Please remit payment by September 7, 2012. All payments to Teach For America hereunder shall be made by check delivered to Teach For America at the address for the organization as set forth below:

67 Cedar Street, Suite 101

Providence, RI 02903

Teach For America Rhode Island
67 Cedar Street, Suite 101, Providence, RI 02903
Phone 401-519-2699
Fax: 401-351-2730
Email: heather.tow-yick@teachforamerica.org

Teach For America is a 501(c)3 nonprofit organization.