

City of Providence
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 462

EFFECTIVE October 13, 2014

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

Providence Plan/YouthBuild Providence \$322,500.00
(School Department)

IN CITY COUNCIL

OCT 02 2014

READ AND PASSED


PRES.


CLERK
ACTING

Effective without the
Mayor's Signature


Lori L. Hagen
City Clerk

ACTING

MATTHEW M. CLARKIN, JR.
INTERNAL AUDITOR
25 DORRANCE STREET, ROOM #307
PROVIDENCE, RI 02903
Phone: (401) 421-7740 EXT. 577
Fax: (401) 351-1056
mclarkin@providenceri.com



City of Providence, Rhode Island
Office of the Internal Auditor

September 4, 2014

Ms. Lori Hagen
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Lori:

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 and the Education Subcommittee for approval.

- *School Department* – Approval of a contract for the period October 2014-September 2017 with **Mass Insight-School Turnaround Group** for consulting to identify, pilot, and scale best practices around instructional quality; staff development; family and community engagement; and performance management, both within OTI schools and of contracts with external lead partners in an amount not to exceed \$1,800,000.
- *School Department* – Approval of a contract for the 2014-2015 school year with **The Providence Plan/Youth Build Providence** to create a high school diploma program option for students who participate in the Youth Build Program in an amount not to exceed \$322,500.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew M. Clarkin, Jr.", written over a faint, larger version of the same signature.

Matthew M. Clarkin, Jr.
Internal Auditor

Cc: Alan Sepe, Director of Operations
Francisco Ramirez, Director of Purchasing
Yvonne Graf, Chief of Staff – City Council
James Lombardi, City Treasurer
Judith Petrarca, Purchasing Administrator – School Department

ANGEL TAVERAS
Mayor

Providence Schools

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

September 2, 2014

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

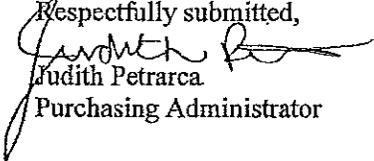
Dear Mayor Taveras:

The Providence School Department/Office of Multiple Pathways respectfully requests the Board of Contract and Supply to **approve entering into a contract with The Providence Plan/YouthBuild Providence in an amount not to exceed \$322,500.00.**

PPSD and YouthBuild are entering into a partnership to jointly create a high school diploma program option for students who participate in the YouthBuild program. ProvPlan/YouthBuild will provide management, curriculum and program services in conjunction with the high school diploma model presented to PPSD for review and approval. PPSD and ProvPlan/YouthBuild will each participate, cooperate and remain committed to the implementation of the partnership. PPSD will support and oversee these activities and make its own commitment that district-initiated efforts will compliment and not impede ProvPlan/YouthBuild operations, allowing ProvPlan/YouthBuild the maximum level of freedom and autonomy permissible by law to align with the intentions of the contract. In addition, PPSD and ProvPlan/YouthBuild will together elicit the buy-in, confidence and commitment of all stakeholders critical to student success. This agreement will remain in effect through at least June 30, 2015. School Year 2014-2015 is based on a tuition rate of \$12,900.00 per student for 25 students. Subsequent years will be reviewed each year, based on tuition rate and the number of students to be served. (Please see enclosed contract for details.)

Funding is available in Local Funds. 

Respectfully submitted,


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 colleges and universities, and in their chosen professions.

The Providence School District, hereinafter referred to as "District," and independent contractor, **Providence Plan/Youth Build Providence**, hereinafter referred to as "Consultant," enter into a contract on this the first day of July 1st, 2014 for the provision of consultant services. The purpose of entering this agreement with Providence Plan/YouthBuild is to provide an alternative high school diploma option for 25 district students. YouthBuild and the district plan to collaborate annually to identify and select a cohort of students who meet mutually agreed upon entrance criteria and to transfer them to YouthBuild Providence as their option for completing the graduation requirements.

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

Deliverables:

Students attending YouthBuild Providence will attend school full time and receive both academic instruction and vocational/occupational training that will net in a high school diploma and/or industry certificate.

Students will receive onsite-counseling, job readiness, and college preparation as they matriculate through YouthBuild.

Students will have the option of participating in credit-bearing courses through CCRI while attending YouthBuild.

- 2. In no more than three paragraphs, describe the accountability measures that will ensure that the vendor meets all requirements set forth in the contract and that the district is able to maintain a record of the quality of the services. Every contract should include explicit language requiring vendor accountability, i.e. required program evaluation or the submission of a final report summarizing progress against each itemized deliverable.**

YouthBuild Providence will provide a performance report semi-annual and end of year performance report based on the agreed upon performance measures and schedule to PPSD designee.

Additionally, the "Consultant" must report the following:

Before 9/30/14: # of 2015 graduating seniors (estimated)

Before 5/30/15: # of 2014 graduating seniors (actual)

Before 11/30/15: #of 2014 graduating seniors enrolled in post-secondary education and industry recognized post-secondary programs

By 01/06/2014 a midyear report on the program activities as set forth above and in section 3 below.

By 06/09/2014 a year report of activities and deliverables as set forth above and in section 3 below.

PERFORMANCE MEASURES

Common Program Measures

70% Average Daily Attendance, submitted to PPSD Designee
80% Retention in the program

Academic Measures

The below performance measures are based upon targeted graduation dates established at enrollment¹.

80% of students will attain their High School Diploma by their target graduate date
75% of all enrolled students will increase academic grade level in reading and math by 2 grades or more by end of year one of enrollment
75% of students will demonstrate Mastery through a successful completion of their Senior Exhibition

(Students at YouthBuild must demonstrate mastery in academic achievement through participation in and completion of interdisciplinary projects)

80% of graduates will enroll in a post-secondary credentialed education program the year they graduate

50% of students enroll will receive an industry recognized certification, in addition to enrolling in post-secondary credential program

100 % of students who are required to complete PPSD Comprehensive Assessments tests will test within the agreed upon timeframe.

3. District and Consultant shall jointly develop performance benchmarks based on mutually agreed upon indicators.

The indicators shall include, but not be limited to, the following areas: 1) credit completion; 2) student participation rate and performance on the New England Common Assessment Program (NECAP) in reading, mathematics, writing, and science by student subgroup; 3) student dropout rate; 4) student attendance rate; 5) student participation rate and performance on Comprehensive Course Assessments in those subject courses associated with the Common Core Standards (reading mathematics) and the District Grade Expectations in science by student subgroup (detailed performance is located in section 2, above).

In addition, Consultant will provide information to District regarding the number and percentage of students completing advanced coursework such as early-college high schools, and/or dual enrollment classes; student discipline incidents; and teach attendance rate. Consultant will contract with an independent evaluator to assist with the collection of this information.

¹ YouthBuild Providence and PPSD designee at the referring schools will determine an appropriate target graduation during the enrollment assessment process.

In a short numbered list, describe spending breakdown by type of service.

If the contract includes multiple components, detail the total proposed contract amount by type of service, i.e. licensing fees, purchased services, professional development, technical assistance, supplies and materials, etc.

The District will pay a total of \$322,500.00 as full compensation for all services required of The Providence Plan/YouthBuild pursuant with this Agreement. If at any time during the period of this contract, the quarterly student enrollment average falls under 20 students, the District reserves the right to pro-rate the funding allocation accordingly.

These services are as follows:

Staffing

Total

Program director 2 FTE
Education Leader 1.0 FTE

Classroom Teacher 1.0 FTE	
Data Specialist 1.0 FTE	\$228,405
Materials & Supplies	\$41,030
Technical Assistance	\$7,000.00
Staff Development	\$4000.00
Administrative Costs	\$42,065
	\$322,500.00

4. This agreement shall be in effect from 07/01/2014 to 06/30/2015 unless terminated by either party at any time, with or without cause. In the event of termination by District or Consultant prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and Consultant shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

Consultant may not assign this contract to a third party without the written consent of the District. Consultant must conduct a criminal background check, at the Consultant's expense, of all employees employed under this contract, except District employees,

Consultant is not an employee of District and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Consultant.

Consultant understands products produced as a result of this contract are the sole property of the district and may not be used by consultant without the express written permission of the District.

IN WITNESS WHEREOF, Providence Public School Department and Consultant have executed this contract; effect the date first herein written.

Providence Public School Department

Superintendent: _____

or

Chief Financial Officer: _____

Date: _____

Consultant: _____

(Patrick Mc Guigan)
6-10-14

Date: _____

Social Security/Federal Tax ID Number: 05-0467353

Signature of PSD Staff Contact

Person: Denise M. Carpenter

Date of Board Approval: _____

(For contracts of \$5,000 or more)

Phone Number: 456-9126

Approved as to form and correctness:

Jeff Padwa 6/3/14

Jeffrey M. Padwa, City Solicitor

**PERFORMANCE SERVICES AGREEMENT BETWEEN
PROVIDENCE PUBLIC SCHOOL DISTRICT AND THE PROVIDENCE PLAN/YOUTHBUILD PROVIDENCE**

Purpose: This Performance Services Agreement is between The Providence Plan on behalf of its YouthBuild Providence initiative (hereinafter referred to as ProvPlan/YouthBuild) and the Providence Public School District (hereinafter referred to as PPSD). This Performance Services Agreement establishes the framework for the relationship between the Parties that will support the design and delivery of a high school diploma through the YouthBuild program and sets forth the Parties' Agreements on certain issues.

LEAD PARTNER

The Providence Plan/YouthBuild Providence
10 Davol Square, Suite 300
Providence, RI 02903
Phone: (401) 455-8880
Contact: Patrick J. McGuigan, pmcguigan@provplan.org
Anthony Hubbard, ahubbard@provplan.org

SCHOOL DISTRICT

Providence Public School District
787 Westminister Street
Providence, RI 02903
Phone: (401) 456-9211
Contact: Colleen Jermain, colleen.jermain@ppsd.org

STATEMENT OF VISION

PPSD and ProvPlan/YouthBuild are entering into a partnership to jointly create a high school diploma program option for students who participate in the YouthBuild program. ProvPlan/YouthBuild will provide management, curriculum, and program services in conjunction with the high school diploma model presented to PPSD for review and approval. PPSD and ProvPlan/YouthBuild will each participate, cooperate and remain committed to the implementation of the partnership. PPSD will support and oversee these activities and make its own commitment that district-initiated efforts will complement and not impede ProvPlan/YouthBuild operations, allowing ProvPlan/YouthBuild the maximum level of freedom and autonomy permissible by law to align with the intentions of this Agreement. In addition, PPSD and ProvPlan/YouthBuild will work together to elicit the buy-in, confidence, and commitment of all stakeholders critical to student success.

The Parties recognize that this collaboration will evolve over time and that this Agreement may be amended so the partnership can be implemented in such a way as to allow the greatest likelihood of success.

WITH REFERENCE TO THE STATEMENT OF VISION ABOVE, the Parties agree as follows:

TERMS OF AGREEMENT

Article I. Relationship and Authority:

1. **District.** PPSD will serve as the contracting agency for this Agreement. PPSD shall have oversight authority as outlined herein.
2. **Partner.** ProvPlan/YouthBuild warrants that all of the following are true and correct as of the date of this Agreement and shall continue to be true and correct during the entire term of this Agreement:
 - i. **Financially Solvent.** ProvPlan/YouthBuild is financially solvent, is able to pay all its debts as they mature, and is possessed of sufficient working capital to perform all Services and Deliverables, and to otherwise perform the obligations pursuant to this Agreement.
 - ii. **Notification of Management Changes.** ProvPlan/YouthBuild shall promptly notify PPSD of any change in the organization's ownership or control.
 - iii. **Certified Teachers.** All classroom teachers providing Services shall be licensed as necessary and required by the State of Rhode Island.
 - iv. **Compliance with Laws and Contract.** ProvPlan/YouthBuild is and will remain in compliance with all applicable local, State of Rhode Island, and federal laws, regulations, ordinances, and statutes relating to this Agreement and the performance of Services.
 - v. **Maintenance of Corporate Status and Good Standing.** ProvPlan/YouthBuild will at all times maintain itself as a Rhode Island general corporation or not-for-profit organization, shall remain in good standing under the laws of the State of Rhode Island, and shall timely make all required filings with the Rhode Island Secretary of State.

Article II. Term and Renewal:

1. **Term.** This Agreement shall take effect on July 1, 2012 and shall remain in effect through at least June 30, 2015, unless extended by mutual Agreement of the Parties or terminated by either Party under the specific conditions set forth herein. For the purpose of this Agreement, Year 1 of the Agreement shall include the timeframe of July 1, 2012 to June 30, 2013, Year 2 between July 1, 2013 and June 30, 2014, and Year 3 between July 1, 2014 and June 30, 2015.
2. **Renewal and Termination Criteria.** PPSD and ProvPlan/YouthBuild agree that the renewal of this Agreement will be dependent on ProvPlan/YouthBuild's performance against metrics as outlined in Article VIII of this Agreement.

Article III. Funding and Compensation:

1. **General Funding.** PPSD shall provide ProvPlan/YouthBuild with operational resources as outlined in Article II. For the 2012-2013 School Year, the level of resources is determined to be \$322,500, based on a tuition rate of \$12,900 for 25 students. The level of funding, based on tuition rate and number of students served, will be reviewed every year.
2. **Recalculation of Funding Formulas.** PPSD reserves the right to recalculate the reimbursement amount for ProvPlan/YouthBuild in January of each program year, based upon current enrollment figures, to ensure that ProvPlan/YouthBuild is retaining students adequately.
3. **Budget Autonomy.** ProvPlan/YouthBuild shall have the right to develop and implement its own budget and expenditure plan, in accordance with all applicable guidelines. ProvPlan/YouthBuild's operating budget for the YouthBuild program shall not be subject to PPSD approval.
4. **Supplemental Fundraising.** ProvPlan/YouthBuild shall have the right to conduct its own independent fundraising to support programmatic improvements at YouthBuild and is free to spend any additional monies at its own discretion. However, PPSD is entitled to transparency and may request full and complete disclosure of ProvPlan/YouthBuild's use of additional funds.

5. **Partnership Fundraising.** PPSD and ProvPlan/YouthBuild agree to collaboratively pursue additional joint fundraising activities that promote interventions related to multiple pathway systems development and best practices,
6. **Services Purchased from District:** ProvPlan/YouthBuild shall be entitled to utilize District services including but not limited to: professional development, information technology, and facilities and maintenance in exchange for additional fees payable to PPSD from ProvPlan/YouthBuild to be negotiated on a case-by-case basis. ProvPlan/YouthBuild shall not be obligated to purchase any goods or services from the District unless mutually agreed to in writing by both Parties. Article V of this Agreement provides further detail regarding service-purchasing responsibilities.

OPERATING CONDITONS AND SERVICES

Article IV. Program Design:

1. Partner Responsibilities.

- i. ProvPlan/YouthBuild will provide educational management services at the YouthBuild Providence program including but not limited to:
 - A. Hiring and supervising an Educational Leader for YouthBuild Providence;
 - B. Supporting the incoming Educational Leader in recruitment and selection of staff to serve at YouthBuild Providence;
 - C. Designing and implementing an appropriate curriculum and instructional model consistent with the Statement of Vision;
 - D. Designing and implementing teacher evaluation systems;
 - E. Developing and implementing a budget and expenditure plan for YouthBuild Providence and retaining final authority over YouthBuild Providence's budget;
 - F. Providing core academic and student support services (including academic, extracurricular, socio-emotional support, and extended learning time programs);
 - ~~G. Updating dual enrollment Agreements with the Community College of Rhode Island in order to provide core subject content to students in science;~~
 - H. Implementing data-driven instruction and data analysis procedures, including formative assessments aligned to state standards;
 - I. Evaluating programs, modifying services, and designing necessary interventions informed by data;
 - J. Providing job-embedded coaching and professional development to staff;
 - K. Providing an array of extracurricular activities for students; and
 - L. Implementing parent and community engagement initiatives.
- ii. ProvPlan/YouthBuild shall comply with all applicable PPSD policies unless PPSD approves of an exemption or an alternative policy.

2. District Responsibilities.

PPSD shall maintain designated administrative leaders to serve as direct contacts with ProvPlan/YouthBuild coordinator(s). PPSD's designated administrative leaders shall be responsible for ensuring that all District services are efficiently and expeditiously provided to YouthBuild Providence. Furthermore, the role of the designated administrative leaders shall be to expeditiously resolve issues and problems confronted by ProvPlan/YouthBuild in implementing its program design and performance plan.

3. District Rights.

- i. PPSD shall be entitled to full transparency regarding the academic program at YouthBuild Providence and will be provided with copies of curricular materials upon request. PPSD may not share these materials with other District schools without the express consent of ProvPlan/YouthBuild.
- ii. In addition to the performance indicators outlined in Article VII of this Agreement, ProvPlan/YouthBuild shall be subject to all applicable academic accountability standards.

Article V. Non-Academic Operations:

1. Facilities.

- i. YouthBuild Providence will continue to occupy its current program sites (66 Chaffee Street and 39 Manton Ave) during the term of this Agreement.
- ii. ProvPlan/YouthBuild may use or permit others to use the buildings for purposes other than the educational program services during morning, evening, weekend, and summer hours, provided that this use is in full compliance with all applicable laws and regulations.
- iii. PPSD shall be permitted access to the YouthBuild facilities at any time for inspection of facilities.

2. Maintenance and Operations. ProvPlan/YouthBuild shall be responsible, at its sole cost and expense, for providing maintenance and operations for YouthBuild Providence.

3. Accounting. ProvPlan/YouthBuild shall be responsible, at its sole cost and expense, for providing accounting services for YouthBuild Providence.

4. Payroll and Human Resources. ProvPlan/YouthBuild shall be responsible, at its sole cost and expense, for providing payroll and human resources services for YouthBuild Providence.

5. Technology Infrastructure. ProvPlan/YouthBuild shall be responsible, at its sole cost and expense, for providing technology infrastructure for YouthBuild Providence. ProvPlan/YouthBuild and PPSD will jointly explore options and opportunities for YouthBuild Providence to leverage educational discounts or purchasing procedures associated with technology including but not limited to the E-RATE program administered by the Federal Communications Commission.

6. Dining Services. ProvPlan/YouthBuild shall be responsible for providing dining services for YouthBuild Providence. ProvPlan/YouthBuild and PPSD will jointly explore options and opportunities for YouthBuild Providence to participate in educational nutrition programs including but not limited to PPSD's participation in the National School Lunch and School Breakfast program.

7. Procurement. Any services for YouthBuild Providence that are subcontracted by ProvPlan/YouthBuild shall not be subject to PPSD's procurement requirements.

Article VI. Enrollment, Admissions, and Withdrawal:

1. **Admissions and Recruitment.** All currently enrolled PPSD high school students between the ages of 17 and 21 years old at the time of their transcript assessment shall be considered to meet the minimum eligible criteria to attend YouthBuild Providence. A slate of prospective students for enrollment in YouthBuild will be developed in partnership through a committee that includes ProvPlan/YouthBuild and PPSD representatives. As outlined in Appendix A, the committee will apply a variety of selection criteria to determine those students who would be eligible to enroll in the YouthBuild program. The slate developed by the committee will function as a recommendation list for ProvPlan/YouthBuild to consider and act upon in the sole discretion of ProvPlan/YouthBuild. As part of this process, PPSD acknowledges that other factors, including but not limited to program evaluation activities by the U.S. Department of

Labor, can impact the enrollment procedures and selection criteria of PPSD students into YouthBuild Providence.

2. **Withdrawal.** Should a student participating at YouthBuild exit the program early -- either through action initiated by the student and/or ProvPlan/YouthBuild, that student shall have the right to re-enroll in a PPSD high school in conjunction PPSD's student assignment policy.
3. **Non-Discrimination.** ProvPlan/YouthBuild shall not unlawfully discriminate on the basis of race, religion, sex, national origin, sexual orientation, or disability in the enrollment, admission, instruction, or discipline of students or operation of its programs.

PERFORMANCE ACCOUNTABILITY

Article VII. Accountability and Assessment of Success:

1. **Evaluation Criteria.** ProvPlan/YouthBuild and PPSD agree to mutually develop metrics and methods, which shall measure the success of the initiative according to three criteria:
 - i. Is ProvPlan/YouthBuild a stable and viable organization?
 - ii. Are ProvPlan/YouthBuild and PPSD implementing the agreed-upon interventions at YouthBuild Providence and collaborating in good faith?
 - iii. Is student academic achievement improving at YouthBuild Providence?
2. **Organizational Stability and Viability.**
 - i. **Updated Financial and Organization Information.** ProvPlan/YouthBuild shall submit an updated organizational chart and financial statements to PPSD annually on December 31. The financial statements shall be prepared at ProvPlan/YouthBuild's expense by an independent auditor in accordance with generally accepted accounting principles.
 - ii. Upon request, ProvPlan/YouthBuild shall provide certified copies of its Articles of Incorporation, proof of nonprofit status (if applicable), and copies of all related filings.
 - iii. Upon request, ProvPlan/YouthBuild shall provide to PPSD an operating budget for all costs incurred and services provided at YouthBuild Providence.
3. **Performance Outputs and Outcomes.**
 - i. **Shared Access to Data.** ProvPlan/YouthBuild and PPSD agree that, given the level of mutual accountability, both Parties must have the ability to view student-level data. Parties shall identify key responsibilities in the data management process and create an implementation plan for collection and analysis, which shall serve as a timeline that aligns with subsequent performance benchmarks.
 - ii. **Leading Indicators of Performance.** PPSD and ProvPlan/YouthBuild shall jointly develop performance benchmarks for Year 1, Year 2, and Year 3 based on mutually agreed upon indicators. The indicators shall include, but not be limited to, the following areas:
 - A. **Credit completion.** PPSD and ProvPlan/YouthBuild will work together prior and during the first half of the SY 2012-2013 to determine what scores on what test will be needed to demonstrate that a student has successfully earned a course credit;
 - B. **Student participation rate and performance on the New England Common Assessment Program (NECAP) in reading, mathematics, writing, and science by student subgroup;**
 - C. **Student dropout rate;**
 - D. **Student attendance rate;**
 - E. **Student participation rate and performance on Comprehensive Course Assessments in those subject courses associated with the Common Core**

- Standards (reading, mathematics) and the PPSD Grade Span Expectations in science by student subgroup;
 - F. Student Exhibition/Project: Students will complete an exhibition that will possess ample rigor. PPSD and ProvPlan/YouthBuild will work together prior and during the first half of the SY 2012-2013 to determine how the student exhibition/portfolio is scored relative to graduation expectations and standards;
 - G. Number and percentage of students completing advanced coursework such as early-college high schools, and/or dual enrollment classes;
 - H. Student discipline incidents;
 - I. Performance level on YouthBuild Providence's teacher evaluation system; and
 - J. Teacher attendance rate.
- iii. **School Climate Survey.** In addition to collecting data aligned with the leading indicators described under Part 4, Section ii of this Article, ProvPlan/YouthBuild and PPSD shall jointly design an annual survey of staff, students, and community members to gauge community support for the partnership initiative over time. ProvPlan/YouthBuild and PPSD will also work with the Rhode Island Department of Education to gauge how data collected through the State's SurveyWorks! model can be implemented.
 - iv. **Qualitative Check-In (Walk-Through).** PPSD shall have the right to conduct its own formal site visits of YouthBuild Providence at least once per year, with a minimum of one week's notice provided to ProvPlan/YouthBuild. ProvPlan/YouthBuild shall be entitled to timely feedback regarding the visit. If any concerns are elicited, ProvPlan/YouthBuild shall be notified in writing within one month of the visit date. PPSD reserves the right to conduct informal, non-evaluative site visits of YouthBuild Providence at its discretion without notice to ProvPlan/YouthBuild.
 - v. **Supports and Interventions.** In the event that performance deviates substantially from mutually established benchmarks, PPSD and ProvPlan/YouthBuild representatives shall meet in person to determine what additional supports can be provided.

Article VIII. TERMINATION:

1. **District Termination for Cause.** PPSD may terminate this Agreement, in whole or in part, prior to the end of the term specified in Article II, in accordance with the reasons set forth below.
 - i. If YouthBuild Providence fails to make reasonable progress toward achievement of the performance benchmarks set forth and referenced in Article VII of this Agreement, or in subsequent benchmarks developed in accordance with the procedure outlined in same;
 - ii. If ProvPlan/YouthBuild substantially breaches any of the material terms and conditions of this Agreement and fails to remedy the breach within ninety (90) days of written notification;
 - iii. If ProvPlan/YouthBuild makes any material misrepresentation in the performance of Services;
 - iv. If ProvPlan/YouthBuild acts or fails to act in any way which affects the safety or welfare of students at YouthBuild Providence
2. **Partner Termination for Cause.** ProvPlan/YouthBuild may terminate this Agreement, in whole or in part, prior to the end of the term specified in Article II, in accordance with the reasons set forth below.
 - i. If PPSD substantially breaches any of the material terms and conditions of this Agreement and fails to remedy the breach within ninety (90) days of written notification;
 - ii. A material reduction in PPSD's funding for YouthBuild Providence that prevents ProvPlan/YouthBuild from fully implementing its instructional and programmatic plan;

- iii. The enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision which has a material adverse effect on ProvPlan/YouthBuild's ability to operate YouthBuild Providence in accordance with its budget or its program design.
3. **Termination Procedure.** Notice of intent to terminate, by either PPSD or ProvPlan/YouthBuild shall be provided to the other Party in writing at least ninety (90) days prior to the effective date of the termination stated in the notice. The cause of termination shall immediately be submitted to the PPSD Superintendent and ProvPlan/YouthBuild Executive Director, or their respective designees, for consideration and discussions to attempt to resolve the matter. If these representatives are unable to reach an acceptable resolution, then termination shall become effective in accordance with the termination notice. Any termination shall not take effect until the end of a school year, unless there are unusual and compelling circumstances which justify the disruption to YouthBuild Providence's academic program which would be caused by a mid-year termination.

GOVERNANCE: ROLES AND RESPONSIBILITIES

Article IX. No Presumption Regarding Drafter

The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed among them and that this Agreement reflects their mutual understanding. It would be inappropriate to deem any Party to be the drafter of this Agreement because of the nature of the negotiations and discussions. Therefore, no presumption for or against validity or as to any interpretation hereof based upon the identity of the drafter shall be applicable in interpreting or enforcing the Agreement:

Article X. Declarations:

1. Indemnity.

- i. To the fullest extent permitted by law, ProvPlan/YouthBuild agrees at its own expense to indemnify, defend, and hold harmless the PPSD and its officers, representatives, employees, and volunteers from any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever for claims, damages, losses, and expenses rising from or relating to acts or omission of acts committed by ProvPlan/YouthBuild or its officers, directors, employees or volunteers. Moreover, ProvPlan/YouthBuild agrees to indemnify and hold harmless PPSD for any contractual liability resulting from third party contracts with its vendors, contractors, partners or sponsors.
- ii. To the fullest extent permitted by law, PPSD agrees at its own expense to indemnify, defend, and hold harmless the ProvPlan/YouthBuild and its officers, representatives, employees, and volunteers from any and all claims, damages, losses and expenses including but not limited to attorney's fees, brought by any person or entity whatsoever for claims, damages, losses, and expenses rising from or relating to acts or omission of acts committed by PPSD or its officers, directors, employees or volunteers. Moreover, PPSD agrees to indemnify and hold harmless ProvPlan/YouthBuild for any contractual liability resulting from third Party contracts with its vendors, contractors, partners or sponsors.
- iii. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

2. **Confidentiality.** In performance of Services outlined in this Agreement, PPSD and ProvPlan/YouthBuild may have access to information that is not generally known to others. Examples of such Confidential Information include, but are not limited to: the names and identities of students; information regarding staff, employees, and independent contractors; and PPSD's and ProvPlan/YouthBuild's business plans, organizational plans, and activities. Additionally, to the extent permissible under the Family Educational Rights and Privacy Act (FERPA), PPSD shall grant ProvPlan/YouthBuild access to any information pertaining to students and staff at the YouthBuild Providence program that ProvPlan/YouthBuild requests in order to carry out its responsibilities outlined in this Agreement. Namely, ProvPlan/YouthBuild shall have access to the following information as it pertains to the students at YouthBuild Providence: all individualized education plans, all student records available, and all personnel files. Each Party agrees to: (i) protect such Confidential Information in a reasonable and appropriate manner; (ii) use Confidential Information only to perform its obligations under this Agreement; and (iii) not disclose Confidential Information to any third party without prior written consent from the other Party. A separate data-sharing agreement shall be drafted and executed between PPSD and ProvPlan/YouthBuild upon execution of this Performance Services Agreement.
3. **Intellectual Property.** All intellectual property and any and all materials prepared or generated as a result of this Agreement ("Work Product") shall be and remain the property of ProvPlan/YouthBuild. All pre-existing proprietary materials owned by ProvPlan/YouthBuild, including but not limited to ideas, concepts, methodologies and formats furnished by ProvPlan/YouthBuild in connection with the delivery of Services to YouthBuild Providence shall remain the exclusive property of ProvPlan/YouthBuild.
4. **Independent Contractor Status.** The Parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No agent or employee of ProvPlan/YouthBuild shall be deemed to be the employee or agent of PPSD except as expressly acknowledged in writing by PPSD.
- ~~5. **Subcontracting.** ProvPlan/YouthBuild reserves the right to subcontract any and all services specified in this Agreement to PPSD and/or to public or private subcontractors. However, ProvPlan/YouthBuild shall not subcontract the oversight or operation of the teaching and instructional program, except as specifically permitted herein or as expressly agreed to in writing by PPSD. Unless otherwise agreed, subcontracting organizations will report exclusively to ProvPlan/YouthBuild.~~
6. **Entire Agreement.** This Agreement (and applicable Appendices) shall constitute the full and complete Agreement between the Parties. All prior representations, understandings, and Agreements are merged herein and are superseded by this Agreement.
7. **Amendments.** This Agreement may be altered, amended, changed or modified only by Agreement in writing as executed by properly authorized representatives of both ProvPlan/YouthBuild and PPSD.
8. **Invalidity of Provisions of this Agreement.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
9. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

10. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

11. Non-Discrimination. Both Parties shall comply with all federal, State of Alaska, and local non-discrimination laws, rules, regulations, and ordinances.

Article XII. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Alaska.

Article XIII. Entire Part of Agreement. Any and all recitals herein are part of this Agreement and the understanding of the Parties.

ANGEL TAVERAS
Mayor

SUSAN D. LUSI PH. D.
Superintendent

Providence Schools

Providence Public School District
Office of Student Opportunities
182 Thubert Ave.
Providence, RI 02903-4045
Tel. 401.456.9126
Fax 401.456.0653

Appendix A: YouthBuild Providence Placement Procedure

I. Purpose

To identify students who are experiencing academic and/or behavioral difficulties and who are not demonstrating progress in response to prescribed instructional and/or behavioral intervention and strategies that have been provided consistently and over a measurable amount of time in the general education classroom to be considered for referral to this program.

II. Qualifications

- a. The student has repeated at least one grade.
- b. The student was absent more than 20 days (certain %) in the preceding semester
- c. The student has an overall grade point average of less than 1.5.
- d. The student has failed more than 2 core academic subjects.
- e. The student is two or more semesters behind the initial graduation date.
- f. Students may also meet one or more of the following criteria
 - i. Pregnant or parenting
 - ii. Emancipated youth
 - iii. Required to work to support family

III. School Level Team

- A. A school team comprised of at least the principal, guidance counselor, subject area teacher (s) will use the attached form to make recommendations to the Director of Dropout Prevention based upon the following data:
 - a. Attendance
 - b. NECAP
 - c. Report Cards
 - d. Written or oral observations
 - e. Health Records
 - f. Evaluations
 - g. Discipline

IV. District Level Referral

The director of Dropout Prevention will collaborate with the Director from YouthBuild Providence to review all referrals and to determine a student's potential suitability for YouthBuild Providence.

V. Intake at YouthBuild Providence

YouthBuild Providence will contact the student for an intake appointment.