

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 345

EFFECTIVE ~~APPROXIMATE~~ July 29, 2013

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

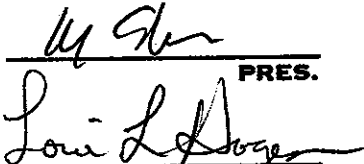
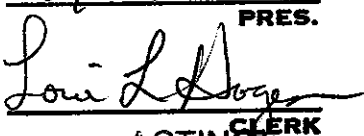
Generation Citizen
(School Department)

\$7,000.00

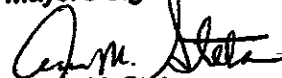
IN CITY COUNCIL

JUL 18 2013

READ AND PASSED


PRES.

CLERK
ACTING

Effective without the
Mayor's Signature


Anna M. Stetson
City Clerk

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

June 27, 2013

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 and the Ways & Means Committee or Education Committee for approval.

Ways & Means:

- Request for a continuation of a contract with Ocean State Weather by the Providence Emergency Management Agency (PEMA) in an amount of \$6,500.
- Award of Liquid Ferric Sulfate for Use at the Water Treatment Plant (Blanket 2013-2015) by Providence Water Supply Board in an amount of \$4.5 million over two years.
- Award of Quicklime for Use at the Water Treatment Plant (Blanket 2013-2015) by Providence Water Supply Board in an amount of \$1.5 million over two years.
- Extension of existing contract with D3Doctech for the Water Bill Laser Printing & Mailing Services by the Providence Water Supply Board in amount of \$60,000

Education Committee:

- Award of contract to Generation Citizen by the Providence School Department in an amount not to exceed \$7,000.
- Award of contract to Inspiring Minds by the Providence School Department in an amount not to exceed \$80,000.
- Award of contract to Rhode Island College – Upward Bound Program by the Providence School Department in an amount not to exceed \$45,750.
- Award of contract to Providence YMCA Youth Services by the Providence School Department in an amount not to exceed \$193,400.

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

Sincerely,



Matthew M. Clarkin, Jr.
Internal Auditor

Cc: Alan Sepe, Director of Operations
Francisco Ramirez, Director of Purchasing
Judith Petrarca, Director of Purchasing School Department
Joseph Spremulli, Deputy General Manager - PWSB
Peter Marinucci, Providence Emergency Management

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 R. LUSI, Ph.D.
Superintendent

June 14, 2013

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

Dear Mayor Taveras:

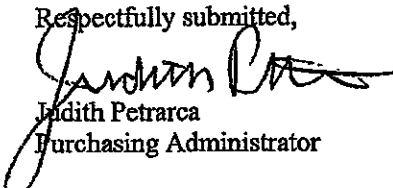
The Providence School Department/Federal Programs-Title I respectfully requests the Board of Contract and Supply to approve entering into a contract with Generation Citizen in an amount not to exceed \$7,000.00.

The consultant will provide a 10 week, twice weekly, action based, state standards aligned civics curriculum consisting of a minimum of 20 classes in a single academic semester. The curriculum will provide students with the knowledge, skills and dispositions to take effective civic action. They will also provide Dedicated College Democracy Coaches who will work with the school's classroom teachers to implement the curriculum, organize a "Civics Day" at the end of each semester to include presentations by the participating class to all GC classes in the City. They will also lead a training session for all Classroom Teachers, provide ongoing support, coordinate class and democracy coach schedules, observe each class at least once per semester and provide feedback, and ensure BCI checks for all democracy coaches.
(See enclosed contract 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 program.

Funding is available in account: Title I. *PC*

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 college's and universities, and in their chosen professions.

EDUCATIONAL SERVICES AGREEMENT

The below terms and conditions comprise this Educational Services Agreement ("Agreement") for the provision by Generation Citizen ("GC") of the Generation Citizen curriculum and teaching services at Roger Williams Middle School ("School").

GC and School ("the Parties") represent and warrant to each other that their respective signatories have all necessary authority (i) to enter into the Agreement and (ii) to perform the respective obligations of each Party under the Agreement. GC and Roger Williams Middle School agree as follows:

1. Term

- a. This Agreement shall commence on September 1, 2012 and terminate on May 30, 2013.
- b. In the event that GC desires to amend the terms of Section 7(a) of this Agreement for a subsequent academic year, GC shall inform the School in writing of any such proposed amendments on or before May 1. The Parties agree that such proposed amendments to Section 7(a) shall be incorporated into any renewal of this Agreement and be binding upon the Parties unless the School gives notice in writing to GC before June 1 of its decision not to renew this Agreement.

2. Description of Services

GC shall provide the School with the following:

- a. A ten-week-long, twice-weekly, action-based, state standards-aligned civics curriculum ("the curriculum"), consisting of a minimum of twenty classes in a single academic semester. The curriculum will provide students with the knowledge, skills, and dispositions to take effective civic action.
- b. Dedicated College Democracy Coaches ("DCs") who will work with the School's classroom teachers ("Classroom Teachers") to implement the curriculum.
- c. The organization of a "Civics Day," to be held at the conclusion of each semester, in which each participating class makes presentations to all GC classes in their city on the research and action they have taken over the course of the semester.

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3. Obligations of GC

GC shall:

- a. Lead a training session at the beginning of each semester for all Classroom Teachers on the following topics:
 - Introduction to Generation Citizen
 - Working with Democracy Coaches
 - Pedagogical strategies for successfully teaching action-civics
 - Curriculum overview
 - Generation Citizen advocacy strategies
 - Logistical training, including use of GC resources and sites.
- b. Provide ongoing support to Classroom Teachers and Democracy Coaches with respect to the curriculum, including lesson revisions, assessment revisions, and strategies for implementing the action-based civics curriculum.
- c. Coordinate class and Democracy Coach schedules to provide each participating class with at least one Democracy Coach.

If, after reasonable and diligent efforts by GC, class and Democracy Coach college student schedules cannot be synchronized, GC reserves the right, in its sole discretion, to not provide a Democracy Coach. In such circumstances, the School or classroom teacher can choose to implement the GC curriculum on his or her own, with GC staff providing support as needed.

- d. Hold all Democracy Coaches accountable to coming to class on time and co-facilitating (alongside the Classroom Teacher) a high-quality lesson each class period.
- e. Observe each class at least once per semester and provide meaningful feedback to both the Democracy Coach and Classroom Teacher.
- f. Ensure that all Democracy Coaches successfully obtain all necessary background checks before entering the classroom.
- g. If possible offer students, via Classroom Teachers and Democracy Coaches, enriching and/or continued opportunities for civic engagement including introductions to guest speakers, community resources, and youth/election/community development leadership opportunities.

4. Obligations of the School

The School shall:

- a. Provide two dedicated one-hour blocks of time each week during the regular school day for Democracy Coaches to work with students. In the event this arrangement is not possible, GC reserves the sole right to approve alternative scheduling arrangements proposed by the School.
- b. Require Classroom Teachers to attend and participate in the accredited GC Professional Development program and coordinate class coverage, if necessary, in order to make this possible.
- c. Use reasonable efforts to integrate the GC curriculum into staff development both at the beginning of the school year and throughout the duration of the school year.
- d. Ensure that Classroom Teachers maintain regular communication with, and establish specific expectations with, Democracy Coaches, to ensure effective instruction of all GC lessons. In the event that a Democracy Coach is ill or unable to teach the curriculum, the Classroom Teacher will provide instruction.
- e. Inform both GC and individual Democracy Coaches if the regular school schedule will be disrupted (for example, for an assembly, field trip, or other non-recurring event). Such notification shall be provided at least twenty-four hours in advance of the disrupted class period.
- f. Require Classroom Teachers to remain in the classroom and provide support while the Democracy Coach is in the classroom. The School shall provide a substitute teacher if the Classroom Teacher is absent.
- g. Require Classroom Teachers to complete evaluations of each Democracy Coach's progress and to provide feedback on GC twice per semester. The first evaluation and feedback period shall occur at the middle of the semester, and the second evaluation and feedback period shall occur at the end of the semester.
- h. Provide Democracy Coaches with institutional logistical support (including but not limited to photocopying and computer access) as needed.
- i. Provide student information necessary for implementation of the GC program, within the limits of applicable laws and regulations, including the Family Educational Rights and Privacy Act ("FERPA").
- j. Permit GC to administer its own diagnostic exam and/or pre- and post-surveys of participating students, and permit GC, in collaboration with Classroom Teachers, to determine appropriate instructional groupings.
- k. Facilitate the school's participation in the Civics Day field trip by arranging parental permission for student representatives (4-6 per class) per school procedures, permit student representatives to be excused from class to attend the event and permit them to make up missed classwork, provide coverage to enable at

least one (1) chaperone per 10 students from the school to attend, and arrange transportation for student representatives and chaperones.

5. Student Privacy

- a. GC will not share any student educational records (including but not limited to student identifying information and identifiable student work product) with any individual who is not i) a parent or guardian of said student, ii) a School staff member, or iii) a GC staff member working at or in conjunction with the School, unless and until all requisite consents have been obtained.
- b. GC will properly and promptly destroy all student identifying data within the possession of GC at the end of each school year (if this Agreement is for the school year) or school semester (if this Agreement is for a school semester), or earlier in the event that the participation of an individual student in the program terminates prior to the conclusion of this Agreement.
- c. GC will comply with all applicable privacy laws and regulations, including FERPA.

6. Intellectual Property

- a. GC shall retain the exclusive ownership of, and all intellectual property rights related to, curriculums, teaching materials, study aids, program designs, and/or any other materials created or further developed by, or in conjunction with, it and/or its employees or Democracy Coaches.
- b. GC shall not be restricted by the School from providing its services and materials to any other Party.

7. Fees and Payments

- a. The School shall pay GC a fee of five hundred (\$500.00) United States dollars per participating classroom per academic year, totaling seven thousand (\$7,000.00) United States dollars for the 2012-2013 academic year.
 - i. The total number of Classroom Teachers participating under the Agreement shall be four (4). Upon request by the School, GC may, in its sole discretion, agree at any time to an increase in the total number of Classroom Teachers participating. In the event of such an increase, GC shall invoice the School for any additional resulting fees, and the School shall have thirty days from the date of said invoice to remit payment to GC.
- b. GC shall invoice the School twice per academic year, on the first business day of October and February, respectively. The School shall have until the last business

day of said respective month to remit payment to GC.

- c. GC has no obligation to refund to the School any amount paid by the School to GC for any reason whatsoever.
- d. In the event of termination of the Agreement, fees and payments shall be due as follows.
 - i. If the Agreement is terminated by the School for cause, the School shall 1) pay in full any and all amounts owed as of the date of the notice of termination, and 2) in addition, pay GC an amount equal to ten percent of the total annual amount stated in Section 7(a) (as that amount has been amended pursuant to Section 1, if applicable). This payment shall be remitted to GC by the School no later than thirty days from the tender of the School's notice of termination.
 - ii. If the Agreement is terminated by the School without cause, the School shall 1) pay in full any and all amounts owed under the terms of, and covering the full duration of, the Agreement, and 2) in addition, pay GC an amount equal to twenty percent of the total annual amount stated in Section 7(a) (as that amount has been amended pursuant to Section 1, if applicable). This payment shall be remitted to GC no later than thirty days from the tender of the School's notice of termination or, in the absence of a written notice, no later than thirty days from the School's breach of this Agreement.
 - iii. If the Agreement is terminated by GC for cause, the School shall pay in full any and all amounts owed under the terms of, and covering the full duration of, the Agreement. This payment shall be remitted by the School to GC no later than thirty days from the tender of GC's notice of termination for cause.

8. Insurance

- a. GC shall carry its own general liability insurance policy.
- b. Mutual Indemnification and Limitation of Liability.
 - i. To the extent permitted by applicable state laws and regulations, the School will indemnify and hold harmless GC and its officers, directors, employees, Democracy Coaches, and agents (the "GC Indemnitees") against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such GC Indemnitee may become subject arising out of the provision by GC to the School of the services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such GC Indemnitee.

- ii. GC will indemnify and hold harmless the School and its officers, directors, employees and agents (the "School Indemnitees") against any and all Losses to which such School Indemnitee may become subject arising out of the provision by GC of services hereunder, except to the extent such Losses result from the willful misconduct or gross negligence of such School Indemnitee.
- iii. Neither GC nor any of its officers, directors, employees, Democracy Coaches, or agents shall be liable to the School for any Loss incurred by the School in connection with the matters to which this Agreement relates, except for a loss resulting from willful misconduct or gross negligence on the part of GC; *provided that* in no event shall GC and its officers, directors, employees, Democracy Coaches, or agents have any liability to the School in connection with the matters to which this Agreement relates in excess of the annual aggregate amount of payments made to GC by the School pursuant to this Agreement.

9. Termination

- a. Either Party may terminate this Agreement for cause after providing written notice of a material breach of any terms of this Agreement, in the event that such material breach remains uncured for thirty days from the date of the written notice. Material breach includes, but is not limited to, a failure by the School to make timely payment or to provide adequate class space.
- b. Such notice shall be given by registered mail (return receipts requested), addressed to the other Party at the address provided below.

10. Notices

Unless provided otherwise, all notices between the Parties will be in writing and sent to the addresses set forth below. Notices may be delivered by personal messenger, overnight courier, registered or certified mail or transmitted through facsimile (provided there is confirmation of receipt of such transmission), except in the case of notice of any alleged breach of this Agreement, for which notice must be provided by registered mail (return receipts requested).

Each Party has an obligation to inform the other Party within thirty days should its address change during the period of this Agreement.

The addresses of the Parties are as follows:

Roger Williams Middle School
278 Thurbers Avenue
Providence, RI 02905

Generation Citizen
245 Waterman Street, Suite 400A
Providence, RI 02906

11. Amendment/Modification

No amendment or modification of this Agreement, and no waiver hereunder, will be valid or binding unless set forth in writing and signed by each Party, with the exception of any amendment by GC to Section 7(a) made pursuant to the procedures set forth in Section 1.

12. Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement, and all of which, taken together, will be deemed to constitute one and the same agreement.

13. Governing Law

This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the State of Rhode Island and Providence Plantations.

14. Severability

If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, that illegal, unenforceable or invalid provision or part thereof will be stricken from this Agreement, and the provision will not affect the legality, enforceability or validity of the remainder of this Agreement.

IN WITNESS WHEREOF, GC and the School have each caused their duly authorized representative to sign this Agreement in the space provided below.

Roger Williams Middle School:

Signature

By (Print Name):

Jennifer J. Vorn

Date:

5/3/13

Generation Citizen, Inc.:

Signature

Federal Tax ID Number 27-2039522

By (Print Name):

Thomas Kerr-Vanderslice

Date:

~~6/15/20~~

5/3/2013

Approved as to form and correctness:

Providence Public School Department

Jeffrey M. Padwa, City Solicitor

Deputy Chief Financial Officer

Date: