CONTRACT #2
RFS # 331.03-00310
FA # Pending

Education

VENDOR:
MetaMetrics, Inc.

RECEIVED
SEP 11 2009
FISCAL REVIEW

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0383

PHIL BREDESEN
GOVERNOR

TIMOTHY K. WEBB, Ed.D.
COMMISSIONER

TO: James White, Fiscal Review Committee

FROM: Timothy K. Webb, Commissioner

DATE: September 11, 2009

SUBJECT: Request to appear before Fiscal Review Committee regarding Request for Non-Competitive Contract RFS# 33103-00310

Please consider the enclosed information regarding a request for Non-Competitive Contract between the Department of Education and MetaMetrics, Inc.

The proposed contract will allow the vendor, MetaMetrics, Inc. to provide the following services for the fiscal years 2010 and 2011:

FY 2010

- Link the Tennessee Comprehensive Assessment Program (TCAP) with the Lexile Framework for Reading
- License for the use of Lexile measures for each student in grades 3-8 and 10
- Development of customized Lexile Map and license for use
- Development of Lexile specific Web content and online resources-
- Four professional development workshops
- Lexile Text Demand Study
- Lexile Implementation Support

FY 2012

- License for the use of Lexile measures for each student in grades 3-8 and 10
- License for use of customized Lexile Map
- Lexile Implementation Support

After much discussion of the goals and objectives for improving reading achievement in Tennessee and considering the offerings from different companies, the only company that meets these goals and objectives for our students is MetaMetrics, Inc. Specifically, it is important to note that the Lexile Framework for Reading is the only scale for readers and texts that span the continuum from emergent reader through adult learner. This unique characteristic will help Tennessee educators to set reasonable performance standards to ensure high school graduates are college and career ready. By examining the growth through the evaluation of the typical reading demands placed upon first-year students who enroll in public postsecondary education options (e.g., technical schools, community colleges, four-year universities), it will be possible to describe each student's level of reading comprehension on the TCAP and End of Course (EOC) high stakes state tests in relation to being "college ready and college bound."

The Department of Education submitted the first request to appear before the Fiscal Review Committee on August 21, 2009 and was scheduled to be on the September 15 agenda. The 60th Annual Superintendent's Study Conference is also on September 15. Due to this scheduling conflict the Department requested to be on the next agenda.

Thank you for your consideration.

RECEIVED
AUG 21 2009
FISCAL REVIEW

STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
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NASHVILLE, TN 37243-0383

PHIL BREDESEN
GOVERNOR

TIMOTHY K. WEBB, Ed.D.
COMMISSIONER

TO: James White, Fiscal Review Committee

FROM: Timothy K. Webb, Commissioner Timothy K. Webb

DATE: August 21, 2009

SUBJECT: Request to appear before Fiscal Review Committee regarding Request for Non-Competitive Contract RFS# 33103-00310

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The Department of Education is requesting a two (2) year contract with MetaMetrics, Inc. The first year's liability is $315,000.00. The second year's liability is $240,000.00.

Thank you for your consideration.

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	James Herman	*Contact Phone:	615 741-3387
*Contract Number:	To be assigned by OCR.	*RFS Number:	33103-00310
*Original Contract Begin Date:	November 1, 2009	*Current End Date:	June 30, 2011

Current Request Amendment Number: *(if applicable)*	NA
Proposed Amendment Effective Date: *(if applicable)*	NA
*Department Submitting:	Education
*Division:	Teaching and Learning
*Date Submitted:	August 21, 2009
*Submitted Within Sixty (60) days:	Yes
If not, explain:	NA
*Contract Vendor Name:	MetaMetrics, Inc.
*Current Maximum Liability:	$555,000.00

*Current Contract Allocation by Fiscal Year:
(as Shown on Most Current Fully Executed Contract Summary Sheet)

FY: 2010	FY: 2011	FY:	FY:	FY	FY
$315,000.00	$240,000.00	$	$	$	$

*Current Total Expenditures by Fiscal Year of Contract:
(attach backup documentation from STARS or FDAS report)

FY:2010	FY:2011	FY:	FY:	FY	FY
$0.00	$0.00	$	$	$	$

IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	N/A
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	N/A
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:	N/A

*Contract FundingSource /Amount:	State:	$555,000.00	Federal:	$0.00
Interdepartmental:		$0.00	*Other:*	$0.00

Supplemental Documentation Required for Fiscal Review Committee

If "*other*" please define:	NA
Dates of All Previous Amendments or Revisions: *(if applicable)*	Brief Description of Actions in Previous Amendments or Revisions: *(if applicable)*
N/A	
Method of Original Award: *(if applicable)*	Non-competitive Request
Include a detailed breakdown of the actual expenditures anticipated in each year of the contract. Include specific line items, source of funding, and disposition of any excess fund. *(if applicable)*	SY 2009-10 $315,000.00 • Link the TN Comp. Assessment Program (TCAP) and the English II End of Course (EOC) with the Lexile Framework for Reading • License for the use of Lexile measures for each student in grades 3-8 and 10. • Development of customized Lexile Map and license for use • Development of Lexile specific web content and online resources • Four professional development workshops • Lexile Text Demand Study • Lexile Implementation Support SY 2010-11 $240,000.00 • License for the use of Lexile Measures for each student in grades 3-8 and 10 • License for use of customized Lexile Map • Lexile Implementation Support
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in positions, reduction in equipment costs, reduction in travel. *(if applicable)*	• MetaMetrics will host the information on their website. The TN Dept. of Education will not need to host the information on the dept. website and will not need a person to perform the duties that accompany this process. Savings: $60,000.00 • MetaMetrics will provide a trainer for the implementation to districts. Savings: $2,500.00 • Other training to the districts can be accomplished through online

Supplemental Documentation Required for Fiscal Review Committee

	tutorials, so travel will be greatly reduced. Savings: $50,000.00
Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. *(if applicable)*	Upon research of companies, such as Fountas & Pennell, that provide reading rating scales, there is no other company that can produce the Lexile Framework for Reading, or anything comparable, that the State of Tennessee is requires for this project...

NON-COMPETITIVE CONTRACT REQUEST:

NON123008

APPROVED
Commissioner of Finance & Administration

1) **RFS #**	33103-00310
2) **Procuring Agency :**	Tennessee Department of Education
3) **Service Caption :**	The Lexile Framework for Reading
4) **Proposed Contractor :**	MetaMetrics, Inc.
5) **Contract Start Date :** (attached explanation required if < 60 days after F&A receipt)	November 1, 2009
6) **Contract End Date :** (if ALL options to extend the contract are exercised)	June 30, 2011
7) **Maximum Cost :** (if ALL options to extend the contract are exercised)	$555,000.00
8) **Approval Criteria :** (select one)	☒ **use of Non-Competitive Negotiation is in the best interest of the state**
	☐ **only one uniquely qualified service provider able to provide the service**

9) Description of Service to be Acquired :

MetaMetrics, Inc. will provide the following services:

SY 2009 - 10	•Link the Tennessee Comprehensive Assessment Program – The new TCAP Reading and English II EOC Test-- with The Lexile Framework for Reading • License for the use of Lexile measures for each student in grades 3-8 and 10 • Development of customized Lexile Map and license for use • Development of Lexile specific Web content and online resources. MetaMetrics, Inc. will host this site. • Four professional development workshops • Lexile Text Demand Study • Lexile Implementation Support
SY 2010 - 11	• License for the use of Lexile measures for each student in grades 3-8 and 10 • License for use of customized Lexile Map • Lexile Implementation Support

10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :

Reading affects the ability of all students to achieve. If a student lacks reading ability, then all other curricular content areas are affected negatively. Reading is seen to be a serious problem in Tennessee. According to the National Center for Education Statistics (NAEP), Tennessee achievement levels for reading are the following: Grade 4, Below Basic 39%, Basic 34%, Proficient 21%, and Advanced 6%; Grade 8, Below Basic 29%, Basic 46%, Proficient 24%, and Advanced 2%. In addition to emphasizing reading in Pre-kindergarten through Grade 12 through professional development by using research-based programs, providing intervention and emphasizing best teacher practices, the use of Lexile in grades 3-8 and Grade 10 will add impact to improving teacher instruction and student achievement. By using the Lexile Framework for Reading, the same metric is applied to the books students read, the tests students take, and the results that are reported. By linking the Tennessee Comprehensive Assessment Program with the Lexile Framework, educators and parents will be better able to use the results from the tests to improve instruction and develop each student's level of reading comprehension. Additionally, the use of the Lexile Framework for Reading will affect reading in all of the curricular content areas in elementary and high school. The Lexile Framework for Reading will impact general education, Title I, English Language Learners (ELL), migrant, special education, low economic, career and technical, and racially designated students.

11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :

The Tennessee Department of Education has never purchased this service in the past.

12) Name & Address of the Proposed Contractor's Principal Owner(s) : (not required for a TN state education institution)

MetaMetrics, Inc. 1000 Park Forty Plaza Drive, Suite 120 Durham, North Carolina 27713

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :

Founded in 1984, MetaMetrics' development work was initially funded through a series of grants by the National Institute of Child Health and Human Development, part of the National Institutes of Health. These grants supported the research on reading and psychometric theory that culminated in the development of The Lexile Framework for Reading. The Lexile Framework is the product of 25 years of research by Drs. A. Jackson Stenner and Malbert Smith III of MetaMetrics, Dr. Donald S. Burdick, professor emeritus of statistics of Duke University, and faculty members from the University of North Carolina-Chapel Hill and the University of Chicago.

The Lexile Framework for Reading has been formally evaluated by NCES and is currently used to measure NAEP and PIRLS reading passages. The official NCES publications are available from the links below.

- "Assessing the Lexile Framework: Results of a Panel Meeting," White, S. April 2001, http://nces.ed.gov/pubs2001/200108.pdf
- "A Content Comparison of the NAEP and PIRLS Fourth-Grade Reading Assessments," Binkley, M. April 2003, http://nces.ed.gov/pubs2003/200310.pdf
- "International Comparisons in Fourth-Grade Reading Literacy: Findings from the Progress in International Reading Literacy Study (PIRLS) of 2001," Ogle L. April 2003, http://nces.ed.gov/pubs2003/2003073.pdf

Since 1996, MetaMetrics, Inc. has been formally conducting linking studies of the type that would be used to link the TCAP to the Lexile Framework. The following state assessments have been linked with the Lexile scale and currently report Lexile measures:

- 1996-2009: North Carolina
- 2000-2009: Texas
- 2004-2009: Oregon, California
- 2006-2009: Georgia, Wyoming
- 2007-2009: Oklahoma, South Carolina, Arizona
- 2008-2009: Virginia
- 2009-2009: South Dakota, Kansas

In addition, the following state assessments have been linked with the Lexile scale through collaboration between MetaMetrics, Inc. and a test publishing partner handling the state contract:

- CTB/McGraw-Hill: West Virginia, Missouri,
- Pearson (Harcourt Assessments): Arkansas, Illinois, and New Mexico

MetaMetrics, Inc. has also linked the following norm-referenced assessments with the Lexile scale:

- Pearson (Harcourt Assessments): SAT9/SAT10, SDRT4, MAT8

- CTB/McGraw-Hill: TerraNova
- Riverside Publishing: The Iowa Tests, GMRT-4

NON123008

14) Office for Information Resources Endorsement : (required for information technology service; n/a to THDA)

Documentation is ... ☐ **Not Applicable to this Request** ☒ **Attached to this Request**

15) eHealth Initiative Endorsement : (required for health-related professional, pharmaceutical, laboratory, or imaging service)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

16) Department of Human Resources Endorsement : (required for state employees training service)

Documentation is ... ☒ **Not Applicable to this Request** ☐ **Attached to this Request**

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The Tennessee Department of Education has studied several alternative contractors. The department has considered *Fountas & Pennell Benchmark Assessment* and has found it far too limited in providing the information Tennessee needs to improve student reading scores. It only provides book levels, not assessment levels. Additionally, it is for kindergarten through eighth grade only, not high school. When looking at contractors that provide readability levels, there is not student level or assessment level provided. There are only levels given for specific books or a formula to assess books. There is not one company that meets our requirements except for MetaMetrics, whose focus is reading comprehension. Because of the wide adoption of the Lexile Framework for Reading, students with Lexile measures have access to over 100,000 books, 80 million magazine articles and 200,000 websites with Lexile measures. Other states that have adopted the Lexile Framework for their high stakes assessments have found that many of their interim assessments also report in Lexiles. This common scale across multiple instruments ties the day-to-day classroom activities to the year-to-year summations of progress. See attached sole source letter from MetaMetrics, Inc.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

After much discussion of the goals and objectives for improving reading achievement in Tennessee and considering the offerings from different companies, the only company that meets these goals and objectives for our students is MetaMetrics, Inc. Specifically, it is important to note that the Lexile Framework for Reading is the only scale for readers and texts that span the continuum from emergent reader through adult learner. This unique characteristic will help Tennessee educators to set reasonable performance standards to ensure high school graduates are college and career ready. By examining the growth through the evaluation of the typical reading demands placed upon first-year students who enroll in public postsecondary education options (e.g., technical schools, community colleges, four-year universities), it will be possible to describe each student's level of reading comprehension on the TCAP and End of Course (EOC) high stakes state tests in relation to being "college ready and college bound."

REQUESTING AGENCY HEAD SIGNATURE & DATE :
(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

Timothy K. Webb 8/21/09

MetaMetrics®
LINKING ASSESSMENT WITH INSTRUCTION

June 23, 2009

Dr. Timothy K. Webb, Commissioner
Tennessee Department of Education
710 James Robertson Parkway
Andrew Johnson Tower, 6th Floor
Nashville, TN 37243-0382

Dear Dr. Webb,

This letter is to verify that MetaMetrics, Inc. is the sole source for the reading measurement system utilizing "Lexiles." The Lexile Framework® for Reading measures the difficulty of text in Lexiles, and also measures student reading ability in Lexiles. Placing the reader and text on the same scale in this way allows educators and parents to predict a student's comprehension with a given piece of text.

The computer algorithms that produce Lexile measures both for text and for students are proprietary to MetaMetrics, Inc., and are available only from MetaMetrics, Inc.

Please let me know if you need additional information or have any further questions.

Best regards,

Eleanor E. Sanford-Moore

Eleanor E. Sanford-Moore, Ph.D.
Senior Vice President, Research and Development
MetaMetrics, Inc., Developers of the Lexile and Quantile Frameworks

1000 Park Forty Plaza Drive, Suite 120
Durham, North Carolina 27713
Phone: 919-547-3400
Toll Free: 1-888-LEXILES
Fax: 919-547-3401

www.metametricsinc.com
www.Lexile.com
www.Quantiles.com

LEXILE® QUANTILE®

081607

FAX/EMAIL TRANSMITTAL

to Request OIR Procurement Endorsement

TO :	**Jane Chittenden, Director** **OIR Procurement & Contract Management**	**FAX # 741-6164**
FROM :	**Kristen McKeever, Contracts Director**	**FAX # 253-5705**
DATE :	**8/18/09**	
RFS #	**33103-00310**	
RE :	**Procurement Endorsement** — linking the Tennessee Comprehensive Assessment Program (TCAP) in Reading and the English II End of Course (EOC) test with the Lexile Framework for Reading	

INFORMATION SYSTEMS PLAN PROJECT: N/A

NUMBER OF FAX PAGES (including cover) : N/A for email

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call **James Herman** at **741-3387**.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

Must include the entire contract or amendment document and where applicable, the non-competitive contract or amendment request form. The original contract and any prior amendments that were applied to the same section of the contract must be provided with an amendment. Electronic copies of the contract, amendments, and request form without signature are acceptable.

RFP documents must be provided in electronic form.

OIR Endorsement :

Mark Bengel (gc) 8/20/09

OIR Chief Information Officer **Date**

CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Agency Tracking #	Edison ID
33103-00310	

Contractor	Contractor Federal Employer Identification or Social Security #
MetaMetrics, Inc.	☐ C- or ☒ V- 561520095 00

Service

Lexile Framework for Reading

Contract Begin Date	Contract End Date	Subrecipient or Vendor	CFDA #(s)
November 1, 2009	June 30, 2011	☐ Subrecipient ☒ Vendor	84.010A

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2010	$0.00	$315,000.00	$0.00	$0.00	$315,000.00
2011	$0.00	$240,000.00	$0.00	$0.00	$240,000.00
TOTAL:	$0.00	**$555,000.00**	$0.00	$0.00	**$555,000.00**

American Recovery and Reinvestment Act (ARRA) Funding – ☐ **YES** ☒ **NO**

— OCR Use —

Agency Contact & Telephone #

James Herman 615-741-3387

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

Speed Code	Account Code
ED00000085	70803000

Contractor Ownership/Control

☐ African American ☐ Person w/ Disability ☐ Hispanic ☐ Small Business ☐ Government
☐ Asian ☐ Female ☐ Native American ☒ NOT Minority/Disadvantaged ☐ Other

Contractor Selection Method

☐ RFP ☐ Competitive Negotiation * ☐ Alternative Competitive Method *
☒ Non-Competitive Negotiation * ☐ Other *

***Procurement Process Summary**

This is a non-competitive request because they are the only company that can meet our needs. This company is the only company with the Lexile Framework for reading.

CONTRACT SUMMARY SHEET SUPPLEMENT

RFS Number	33103-00310
Edison ID	
Fiscal Year	2010

Department ID	Program Code	Account Code	Fund	Project/Grant Code	CFDA #	Amount
3310300000	347000	70803000	25000	ED0000CB10AAX10	84.010A	$315,000.00
Fiscal Year	2011					
3310300000	347000	70803000	25000	ED0000CB10AAX10	84.010A	$240,000.00
TOTAL						$555,000.00

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
METAMETRICS, INC.

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and MetaMetrics, Inc., hereinafter referred to as the "Contractor," is for the provision of linking the Tennessee Comprehensive Assessment Program (TCAP) in Reading and the English II End of Course (EOC) test with the Lexile Framework for Reading, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Non Profit Corporation.
Contractor Federal Employer Identification or Social Security Number: V561520095 00
Contractor Place of Incorporation or Organization: North Carolina

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. For the purpose of this Contract the following definitions apply:

a. **Conversion Table**- tables will be developed to express scores from TCAP and English II EOC to the Lexile Metric.

b. **Final Linking Study**- the statistical analysis used to convert the scale scores to Lexile.

c. **Lexile Demand Text Study**- a study to evaluate the text demands of postsecondary educational institutions in Tennessee so that high school seniors will know the text level demands of the institutions.

d. **Lexile Framework for Reading**- unique resource for accurately matching readers with text

e. **Lexile Map**- an electronic, customized file that will serve as a visual for educators, parents, caregivers and students of the Lexile Framework for Reading

f. **Lexile Score**- a measure of a student's reading ability

g. **Linking Study**- a statistical procedure by which the scale of one test is equated to another, allowing the scale scores of one test to be expressed in the metric of the other.

h. **Linking Test**- a T-parallel test that is designed to be an alternate test form for the state test.

i. **State Reading Director**- Director of Prek-12 Reading and Language Arts.

A.3. For the 2009-10 school year, the Contractor will link the new TCAP Reading and the new English II EOC Test with the Lexile Framework for Reading. Linking Lexiles with the reading portions of the TCAP Reading Test and the English II Gateway/End of Course Test enables the state to provide a Lexile score for every student in grades 3 through 8 and grade 10. With this valuable information in the hands of educators, instruction can be more accurately tailored to the reading level of individual students. Educators will be able to effectively incorporate Lexiles into their day-

to-day and year-to-year instructional decision-making. As a result, students in the public schools of Tennessee can improve their reading ability and develop a life-long love of reading.

A.4. The Contractor will work with the State Reading Director to recruit a sample of students in grades 3, 5, and 8 (2,000 students from each grade) for the linking study within 2 weeks (before or after) state tests (TCAP) administered March 22 – April 9, 2010.

A.5. The Contractor will administer Lexile linking tests to a sample of 2,000 students in grade 10 within 2 weeks (before or after) the administration of the English II EOC, administered on May 4-6.

A.6. The Contractor will handle all logistics of shipping linking test materials to schools/districts in the sample and will provide pre-paid shipping labels for the return of Lexile answer sheets to the Contractor.

A.7. The Contractor will deliver Conversion tables (grades 3-8 and 10) to the State by August 15, 2010 via hardcopy and electronically using Excel format.

A.8. The Contractor will deliver Final linking study technical report to State by September 30, 2010 via hardcopy and electronically using Excel format.

A.9. The Contractor will establish final dates for implementation of the Linking Study through final consultation with the State Reading Director.

A.10. The Contractor will work with the State Reading Director to develop a Lexile Map with a license for use customized for all Local Education Agencies (LEAs) in the state of Tennessee. Additionally, Contractor will develop and host Lexile specific Web content and online resources for all LEAs in Tennessee. The Tennessee Lexile Map and Web content with online resources will be delivered to State by July 15, 2010. There will be a link on the State server to the Contractor's server that will host the map and Web content.

A.11. The Contractor will design and present four professional development workshops for Tennessee principals, assistant principals, lead teachers and reading specialists. The workshops will be held in Nashville, TN with specific dates to be determined in collaboration with the State Reading Director.

A.12. The Contractor will produce a Lexile Text Demand Study which focuses on the senior students in Tennessee Schools.

A.13. The Contractor will perform an analysis of the text demands of Tennessee's universities, community colleges, career technical schools, and other postsecondary schools to determine the text level used in these schools. Information for high school seniors will be sent to the LEAs from the State in order for seniors to know the text level requirements of the postsecondary schools to which they are applying.

A.14. The Contractor will deliver a written report of the analysis of the text demands for postsecondary schools to the State's Reading Director by March 2010. Recommendations will be based in the outcome of the Lexile analysis, other study findings, and, potentially, related questions posed by the State.

A.15. For the 2010 – 11 school year, the Contractor will provide the State with a license for the use of Lexile measures for each student in grades 3 through 8 and grade 10 and a license for use of the customized Lexile Map.

B. CONTRACT TERM:

B.1 Contract Term. This Contract shall be effective for the period commencing on November 1, 2009 and ending on June 30, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Five Hundred Fifty-Five Thousand Dollars and No Cents ($555,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.

b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	**Amount** (per compensable increment)
Lexile Mapping, License, Web Content & Online Resource	$480,000.00
Text Demand Study	$75,000.00

* NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within thirty (30) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must

submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

James Herman
DEPARTMENT OF EDUCATION
5th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Telephone Number: 615-741-3387
Fax Number: 615-532-8536

b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

(1) Invoice/Reference Number (assigned by the Contractor);
(2) Invoice Date;
(3) Invoice Period (period to which all invoiced charges are applicable);
(4) Contract Number (assigned by the State to this Contract);
(5) Account Name: Department of Education / Curriculum and Instruction;
(6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
(7) Contractor Name;
(8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
(9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
(10) Contractor Remittance Address;
(11) Complete Itemization of Charges, which shall detail the following:

i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
iv. Amount Due by Service; and
v. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

(1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
(2) not include any future work but will only be submitted for completed service; and
(3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.

D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.

D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive

jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jim Herman, Director
Department of Education
5th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville , TN 37243
Telephone # 615-741-3387
FAX # 615-532-8536

The Contractor:

Dr. Malbert Smith III, President
MetaMetrics, Inc.
1000 Park Plaza Forty Drive
Suite 120
Durham, NC 27713
msmith@lexile.com
Telephone # 919-547-3403
FAX # 919-547-340`

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.

c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

E.6. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

(4) Professional Malpractice Liability with a limit of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate.

b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.7. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.8. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA

and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.9. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.10. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.12. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.13. FERPA Compliance. The State and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with the State as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the Authorization and Acknowledgement of Compliance document at Attachment B.

IN WITNESS WHEREOF,

METAMETRICS, INC.:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF EDUCATION:

TIMOTHY K. WEBB, COMMISSIONER **DATE**

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	METAMETRICS, INC.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT B

AUTHORIZATION AND ACKNOWLEDGEMENT OF COMPLIANCE

Whereas, State has contracted with MetaMetrics, Inc. on November 1, 2009 through end date (RFS # 33103-00310), for linking the Tennessee Comprehensive Assessment Program (TCAP) in Reading and the English II End of Course (EOC) test with the Lexile Framework for Reading, and

Whereas, The above referenced contract may require the disclosure by the State to MetaMetrics, Inc. of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA), and

Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of State and local educational authorities in connection with an audit or evaluation of Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the State and MetaMetrics, Inc. hereby agree as follows:

1. MetaMetrics, Inc. is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This student information may include: name, social security number, achievement data, address, phone number, and parent/guardian name.
2. MetaMetrics, Inc. as authorized representative of State for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with the state.
3. MetaMetrics, Inc. agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

Timothy K. Webb, Commissioner Date

MetaMetrics, Inc. Date

FA CONTRACT INFORMATION SUPPLEMENT

FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B

Contract RFS #	33103-00310
Contractor:	MetaMetrics, inc.

SECTION A— CONTRACTOR IS AN INDIVIDUAL	**SECTION B— CONTRACTOR IS A COMPANY** (*e.g.*, sole proprietorship, partnership, or corporation)
Is or has the contractor been a state employee? ☐ **NO** *(no additional information required)* ☐ **YES**	**Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?** ☐ **NO** *(no additional information required)* ☐ **YES**
Was such employment within the past six months? ☐ **NO** ☐ **YES** *(an approved rule exception permitting a contract within six months of employment is also required)*	**Was such employment within the past six months?** ☐ **NO** ☐ **YES** *(an approved rule exception permitting a contract within six months of employment is also required)*
Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits? ☐ **NO** ☐ **YES** *(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)*	**Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?** ☐ **NO** ☐ **YES** *(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)*

CONTRACTOR SIGNATURE	
CONTRACTOR	**DATE**