

CONTRACT #11
RFS # 331.11-001
FA # 09-23611

Education

VENDOR:
Public Consulting Group, Inc.



RECEIVED

JUN 08 2009

FISCAL REVIEW

PHIL BREDESEN
GOVERNOR

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

TIMOTHY K. WEBB, Ed.D.
COMMISSIONER

TO: Mr. James White, Fiscal Review Committee
FROM: Timothy K. Webb, Commissioner *Timothy K Webb*
DATE: June 2, 2009
SUBJECT: Request to appear before Fiscal Review Committee regarding Request for Non-Competitive Contract Amendment FA-09-23611-00 (RFS # 331.11-001-09)

This request for review is being made less than 60 days prior to the requested effective date for the amendment. The reason for submitting the request less than 60 days prior to the effective date is to prevent an interruption in services to local school districts under the current contract despite delays in the approval process for the portion of the contract being amended to become a General Services Statewide Contract.

The proposed amendment will remove the maintenance and support for the Star Student information system from the current contract. The responsibility for the maintenance and support is being transferred to the local school districts. OIR's endorsement of this amendment is contingent upon the approval of a General Services Statewide Contract that allows districts to purchase their own maintenance and support for Star Student. There has been a two month delay in getting the General Services Statewide Contract entered and into the approval process. In order to prevent an interruption in service for local school districts using Star Student and EasyIEP, the effective start date needs to be July 1, 2009.

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

The Department has determined that the most effective and cost efficient approach is to change the mechanism for providing school districts a student enrollment and attendance data system to a General Statewide Contract and to continue to provide the state-wide special education data system for all school districts funded primarily through federal special education funds. A key function of the state-wide special education data system is to facilitate the collection and reporting of special education student data required by federal law (Individuals with Disabilities Education Act, 2004).

We have a five (5) year contract and are proposing to amend the four future years. The first year's liability will increase to \$3,200,000.00, and then to \$3,203,087.00 in 2009-10. The liability then reduces to \$1,921,014.00 in 2010-11; \$1,939,025.00 in 2011-12; and \$2,007,036.00 in 2012-13.

Thank you for your consideration.

CC: Mr. Robert Greene
Mr. Joseph Fisher
Ms. Nan McKerley
Ms. Kristen McKeever



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

GWENDOLYN SIMS DAVIS
COMMISSIONER

PHIL BREDESEN
GOVERNOR

June 5, 2009

The Honorable Timothy K. Webb, Commissioner
Department of Education
6th Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243-0375

RE: Sole Source Request for Purchasing of Star-Student / Star_Base® Services

Dear Commissioner Webb,

The Department of General Services endorses and is processing your request for a sole source state wide contract with Century Consultants, Ltd.

We understand the Statewide Student Management System (SSMS) was initially a competitive bid RFP and is composed of two products: Century Consultant's Star Student; and Public Consulting Group's EasyIEP. The special education component of SSMS, EasyIEP or a subset of the software called EasyCensus, has been implemented by all school districts in the state. Due to the current budget constraints, this contract and all related services were proposed as a possible budget cut. As a result, the Department of Education had to consider how this potential cut would affect the day to day operations of those participating school districts.

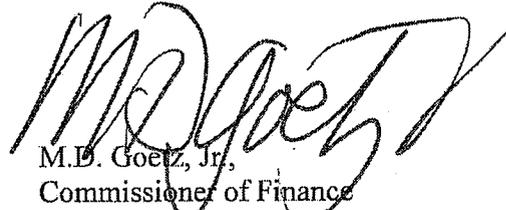
The decision was made to separate the provision of the two contract components. The Special Education division within the Department has available federal funding under the Individuals with Disabilities Education Act (IDEA) to cover the EasyIEP component. The Department of Education will continue to provide the hosting of Star Student at the state data center for as long as feasible and financially possible. The annual maintenance and support of Star Student is being moved to the individual district level and will be an agreement between each district and Century consultants.

Sole Source Request for Purchasing of Star-Student / Star_Base® Services
June 5, 2009
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If you require any additional any additional actions on this matter, please let me know.

Sincerely,


Gwendolyn Sims Davis
Commissioner of General Services


M.B. Goetz, Jr.,
Commissioner of Finance
& Administration

Cc: John Bissell, General Services, Purchasing
Mark Bengal, Finance & Administration / OIR
Robert Barlow, Finance & Administration / OCR)
Melinda Parton, Comptroller of the Treasury's Office
Karen Hale, , Comptroller of the Treasury's Office / OMS.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	John Sharp	*Contact Phone:	615-532-1658		
*Contract Number:	FA-09-23611-00	*RFS Number:	331.11-001-09		
*Original Contract Begin Date:	July 1, 2008	*Current End Date:	June 30, 2013		
Current Request Amendment Number: <i>(if applicable)</i>	01				
Proposed Amendment Effective Date: <i>(if applicable)</i>	July 1, 2009				
*Department Submitting:	Education				
*Division:	Special Education				
*Date Submitted:	June 8, 2009				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	This request for review is being made less than 60 days prior to the requested effective date for the amendment. The reason for submitting the request less than 60 days prior to the effective date is to prevent an interruption in services to local school districts under the current contract despite delays in the approval process for the portion of the contract being amended to become a General Services Statewide Contract.				
*Contract Vendor Name:	Public Consulting Group, Inc.				
*Current Maximum Liability:	\$13,000,000.00				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY
\$2,600,000.00	\$2,600,000.00	\$2,600,000.00	\$2,600,000.00	\$2,600,000.00	\$
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY: 2009*	FY: 2010	FY: 2011	FY: 2012	FY: 2013	FY:
\$2,140,577.17	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$
* PLEASE NOTE: The current total expenditure amount for FY2009 represents the to-date expenditure for the current fiscal year. No surplus funds are anticipated for FY2009.					
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	N/A				

Supplemental Documentation Required for
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and provide the authority for the carry forward provision:				
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		More school districts than originally budgeted chose to implement the special education data system. Funding for the overage was acquired from federal funds available through the TDOE Division of Special Education.		
		The liability increases in the first two years of the contract amendment to cover the cost of the greater-than-anticipated number of school districts fully implementing the special education data system and the additional cost of a data query/reporting tool needed for improving TDOE's ability to report timely and accurate data for required federal reports. Timely and accurate data regarding the provision of services for students with disabilities is required by the U. S. Department of Education (USDOE) and USDOE has the authority to withhold federal funds if timely, accurate data are not provided.		
Contract Funding Source/Amount:	State:	\$4,741,798.00	Federal:	\$6,928,364.00
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
N/A		N/A		
Method of Original Award: <i>(if applicable)</i>		Non-Competitive (FY2009-FY2013)		
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. <i>(if applicable)</i>		State/Federal		
		2008-09:		
		\$2,600,000.00/\$600,000.00		
		2009-10:		
		\$1,241,798.00/\$1,961,289.00		
		2010-11:		
\$500,000.00/\$1,421,014.00				
2011-12:				
\$500,000.00/\$1,439,025.00				
2012-13:				
\$500,000.00/\$1,507,036.00				
Include a detailed breakdown, in dollars, of any savings that the department anticipates will result from this contract. Include, at a minimum, reduction in		If approved, changes to this contract will allow for the use of federal funds to replace state funds budgeted in the original contract. This contract		

Supplemental Documentation Required for
Fiscal Review Committee

<p>positions, reduction in equipment costs, reduction in travel. <i>(if applicable)</i></p>	<p>amendment removes the provision of a system for student data management for students without disabilities. The amended contract will provide a system for student data management solely for students with disabilities. Because this amendment provides for a data management system for students with disabilities, funds provided to the state through the federal Individual with Disabilities Education Act (IDEA) can be used to replace a significant portion of state funds previously scheduled to be expended.</p> <p>The amendment allows for roughly \$51,000 in savings per year in training and technical assistance costs for the TDOE. This figure includes travel, travel time, lodging and resources for provision of on-site training and technical assistance visits to school districts across Tennessee annually. Communication tools provided in the special education data system allow for provision of timely, high quality direct assistance to school district personnel and reduces or eliminates the need for on-site training and support.</p> <p>The amendment also allows for approximately \$96,000 in savings for server equipment cost plus up to \$122,000 per year for database system administration.</p>
<p>Include a detailed analysis, in dollars, of the cost of obtaining this service through the proposed contract as compared to other options. <i>(if applicable)</i></p>	<p>Continued implementation of the special education data system through an amendment to the current contract is the most cost efficient means for obtaining this service. Implementation of another special education data system would require more than \$7,000,000 in costs and a minimum of two years for data conversion, data system customization to meet all state</p>

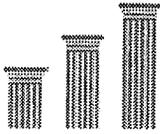
Supplemental Documentation Required for
Fiscal Review Committee

	<p>and federal collection and reporting requirements, and retraining over 8,800 state and school district personnel who use the system. The estimated cost ongoing support and maintenance would then return closer to the costs for those services in the current contract amendment (i.e., \$1,921,014 year three and beyond)</p> <p>TDOE has determined that the most effective and cost efficient approach is to change the mechanism for providing school districts a comprehensive student information system (key functionality includes enrollment and attendance data) to a General Statewide Contract and to continue to provide the state-wide special education data system for all school districts funded primarily through federal special education funds.</p>
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331.11 Vendor V042942913 Public Consulting Group

Page by:
Vendor Number: V042942913

Effective Month	Allotment Code	Cost Center Code	Reference Document Reference Number	Reference Document Reference Suffix	Vendor Invoice	Cash Expenditures
OCTOBER 2008	331.11	730	FA0923611	00	081479	80,000.00
OCTOBER 2008	331.11	730	FA0923611	00	081480	63,900.00
OCTOBER 2008	331.11	730	FA0923611	00	081481	30,000.00
OCTOBER 2008	331.11	730	FA0923611	00	081490	102,641.54



**PUBLIC
CONSULTING
GROUP**

148 State Street, Tenth Floor, Boston, MA 02109
PublicConsultingGroup.com
617 426 2026 tel 617 426 4632 fax

November 26, 2008

Dr. Tim Webb
Department of Education
Sixth Floor – Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243

RE: State of Tennessee Contract Number: **FA-09-23611-00**
Account Name: **Department of Education and Division of Administration**
Invoice Number: **090012 - Revised**
Invoice Period: **July 1, 2008 – June 30, 2009**
Contractor Name: **Public Consulting Group, Inc.**
Contractor Federal EIN: **V-04-2942913**
PCG Account Number: **560**

Dear Dr. Webb,

This letter represents an invoice of **\$1,813,101.39** for the services to be performed under the contract stated above from July 1, 2008 through June 30, 2009.

SYSTEM APPLICATIONS	ADM*	COMPENSATION AMOUNT	TOTAL
Both SIS and Special Education	427,428	\$ 2.75	\$1,175,425.90
SIS ONLY	10,651	\$ 1.38	\$ 14,698.38
Special Education ONLY	451,433	\$ 1.38	\$ 622,977.11
INVOICE TOTAL			\$1,813,101.39

* = includes Pre-K

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.

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

- 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.

For service performed from July 1, 2008 through June 30, 2009	Amount (per compensable increment)
Cost per average daily membership (ADM) for Data Conversion, Implementation and Training for additional districts that will use both SIS and Special Education application.	\$ 22.32
Cost per ADM for Data Conversion, Implementation and Training for additional districts that select either the SIS application or the Special Education application.	\$ 11.16
Cost per ADM for Annual Maintenance and Support for districts.	\$ 2.75

RE: Invoice Number: 090012
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SCHOOL DISTRICTS USING BOTH SIS AND SPECIAL EDUCATION					
Number	School System Name	ADM	COMPENSATION AMOUNT	% OF TIME	TOTAL
171	Alamo City School	586	\$ 2.75	100%	\$ 1,612.46
51	Alcoa City Schools	1,660	\$ 2.75	100%	\$ 4,566.27
10	Anderson County Schools	7,210	\$ 2.75	100%	\$ 19,826.43
541	Athens City Schools	1,838	\$ 2.75	100%	\$ 5,055.37
30	Benton County Schools	2,549	\$ 2.75	100%	\$ 7,008.77
40	Bledsoe County	1,984	\$ 2.75	100%	\$ 5,457.10
50	Blount County Schools	11,692	\$ 2.75	100%	\$ 32,153.71
274	Bradford SSD	648	\$ 2.75	100%	\$ 1,781.58
70	Campbell County Schools	6,276	\$ 2.75	100%	\$ 17,257.76
80	Cannon County Schools	2,292	\$ 2.75	100%	\$ 6,303.84
100	Carter County Schools	6,067	\$ 2.75	100%	\$ 16,683.14
110	Cheatham County Schools	7,096	\$ 2.75	100%	\$ 19,512.98
120	Chester County Schools	2,695	\$ 2.75	100%	\$ 7,411.73
130	Claiborne County Schools	5,063	\$ 2.75	100%	\$ 13,922.23
140	Clay County Schools	1,222	\$ 2.75	100%	\$ 3,359.24
11	Clinton City Schools	891	\$ 2.75	100%	\$ 2,450.27
150	Cocke County Schools	4,826	\$ 2.75	100%	\$ 13,270.23
160	Coffee County Schools	4,609	\$ 2.75	100%	\$ 12,675.60
170	Crockett County Schools	1,828	\$ 2.75	100%	\$ 5,027.92
721	Dayton City Schools	747	\$ 2.75	100%	\$ 2,054.94
200	Decatur County Schools	1,673	\$ 2.75	100%	\$ 4,601.56
210	Dekalb County Schools	2,860	\$ 2.75	100%	\$ 7,864.67
220	Dickson County Schools	8,593	\$ 2.75	100%	\$ 23,631.76
230	Dyer County Schools	3,501	\$ 2.75	100%	\$ 9,626.74
231	Dyersburg City Schools	3,584	\$ 2.75	100%	\$ 9,856.86
101	Elizabethton City Schools	2,081	\$ 2.75	100%	\$ 5,722.68
542	Etowah City School	398	\$ 2.75	100%	\$ 1,095.34
240	Fayette County Schools	3,852	\$ 2.75	100%	\$ 10,592.22
521	Fayetteville City Schools	1,041	\$ 2.75	100%	\$ 2,861.77
250	Fentress County Schools	2,465	\$ 2.75	100%	\$ 6,778.75
260	Franklin County Schools	6,232	\$ 2.75	100%	\$ 17,138.91
941	Franklin SSD	3,924	\$ 2.75	100%	\$ 10,792.20
275	Gibson County School District	3,090	\$ 2.75	100%	\$ 8,498.15
280	Giles County Schools	4,450	\$ 2.75	100%	\$ 12,237.84
290	Grainger County Schools	3,560	\$ 2.75	100%	\$ 9,790.84
300	Greene County Schools	7,561	\$ 2.75	100%	\$ 20,793.13
310	Grundy County Schools	2,395	\$ 2.75	100%	\$ 6,587.48
340	Hancock County Schools	1,098	\$ 2.75	100%	\$ 3,018.88
350	Hardeman County Schools	4,453	\$ 2.75	100%	\$ 12,244.95
360	Hardin County Schools	3,846	\$ 2.75	100%	\$ 10,576.68
370	Hawkins County Schools	7,756	\$ 2.75	100%	\$ 21,329.39
390	Henderson County Schools	3,629	\$ 2.75	100%	\$ 9,979.75
400	Henry County Schools	3,262	\$ 2.75	100%	\$ 8,971.13
410	Hickman County Schools	3,965	\$ 2.75	100%	\$ 10,904.01
92	Hollow Rock Bruceton	739	\$ 2.75	100%	\$ 2,031.07
420	Houston County Schools	1,544	\$ 2.75	100%	\$ 4,246.54
271	Humboldt City Schools	1,492	\$ 2.75	100%	\$ 4,101.70



RE: Invoice Number: **090012**
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430	Humphreys County Schools	3,204	\$	2.75	100%	\$ 8,809.83
93	Huntingdon SSD	1,322	\$	2.75	100%	\$ 3,635.22
440	Jackson County Schools	1,744	\$	2.75	100%	\$ 4,795.29
570	Jackson Madison Schools	14,268	\$	2.75	100%	\$ 39,236.78
450	Jefferson County Schools	7,604	\$	2.75	100%	\$ 20,912.31
460	Johnson County Schools	2,411	\$	2.75	100%	\$ 6,629.27
480	Lake County Schools	978	\$	2.75	100%	\$ 2,689.39
500	Lawrence County Schools	6,998	\$	2.75	100%	\$ 19,244.35
951	Lebanon Special School District	3,274	\$	2.75	100%	\$ 9,002.75
510	Lewis County Schools	2,017	\$	2.75	100%	\$ 5,547.57
391	Lexington City Schools	1,133	\$	2.75	100%	\$ 3,115.12
520	Lincoln County Schools	4,212	\$	2.75	100%	\$ 11,584.09
560	Macon County Schools	3,825	\$	2.75	100%	\$ 10,518.08
161	Manchester City Schools	1,325	\$	2.75	100%	\$ 3,644.06
580	Marion County Schools	4,294	\$	2.75	100%	\$ 11,808.40
590	Marshall County Schools	5,227	\$	2.75	100%	\$ 14,373.71
600	Maury County Schools	11,788	\$	2.75	100%	\$ 32,415.79
94	McKenzie SSD	1,424	\$	2.75	100%	\$ 3,916.23
540	McMinn County Schools	6,093	\$	2.75	100%	\$ 16,754.45
550	McNairy County Schools	4,478	\$	2.75	100%	\$ 12,313.66
610	Meigs County Schools	1,893	\$	2.75	100%	\$ 5,205.82
272	Milan Special School District	2,172	\$	2.75	100%	\$ 5,974.03
620	Monroe County Schools	5,515	\$	2.75	100%	\$ 15,165.73
640	Moore County Schools	1,010	\$	2.75	100%	\$ 2,777.17
650	Morgan County Schools	3,441	\$	2.75	100%	\$ 9,462.74
751	Murfreesboro City Schools	7,074	\$	2.75	100%	\$ 19,452.95
151	Newport City Schools	750	\$	2.75	100%	\$ 2,062.39
761	Oneida SSD	1,371	\$	2.75	100%	\$ 3,769.86
670	Overton County Schools	3,481	\$	2.75	100%	\$ 9,571.42
680	Perry County Schools	1,180	\$	2.75	100%	\$ 3,244.10
690	Pickett County Schools	698	\$	2.75	100%	\$ 1,919.72
700	Polk County Schools	2,795	\$	2.75	100%	\$ 7,687.27
581	Richard City SSD	337	\$	2.75	100%	\$ 927.86
730	Roane County Schools	7,652	\$	2.75	100%	\$ 21,044.19
740	Robertson County Schools	10,819	\$	2.75	100%	\$ 29,752.06
371	Rogersville City Schools	662	\$	2.75	100%	\$ 1,819.23
750	Rutherford County Schools	34,818	\$	2.75	100%	\$ 95,749.54
760	Scott County Schools	2,922	\$	2.75	100%	\$ 8,035.39
770	Sequatchie County Schools	2,234	\$	2.75	100%	\$ 6,144.52
780	Sevier County Schools	14,405	\$	2.75	100%	\$ 39,612.42
800	Smith County Board of Education	3,402	\$	2.75	100%	\$ 9,354.95
95	South Carroll SSD	419	\$	2.75	100%	\$ 1,151.06
810	Stewart County Schools	2,312	\$	2.75	100%	\$ 6,358.05
820	Sullivan County Schools	12,256	\$	2.75	100%	\$ 33,703.59
830	Sumner County Schools	26,057	\$	2.75	100%	\$ 71,656.22
621	Sweetwater City Schools	1,541	\$	2.75	100%	\$ 4,237.24
963	Tennessee School for the Blind	174	\$	2.75	100%	\$ 478.50
964	Tennessee School for the Deaf	154	\$	2.75	100%	\$ 423.50
273	Trenton SSD	1,508	\$	2.75	100%	\$ 4,147.93
850	Trousdale County Schools	1,350	\$	2.75	100%	\$ 3,712.71



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162	Tulahoma City Schools	3,598	\$ 2.75	100%	\$ 9,893.34
860	Unicoi County Schools	2,673	\$ 2.75	100%	\$ 7,349.71
880	Van Buren County Schools	828	\$ 2.75	100%	\$ 2,277.07
910	Wayne County Schools	2,671	\$ 2.75	100%	\$ 7,345.16
920	Weakley County Schools	4,903	\$ 2.75	100%	\$ 13,482.46
97	West Carroll SSD	1,062	\$ 2.75	100%	\$ 2,919.73
960	West TN School for the Deaf	60	\$ 2.75	100%	\$ 165.00
930	White County Schools	4,142	\$ 2.75	100%	\$ 11,391.82
961	York Institute	650	\$ 2.75	100%	\$ 1,787.50
TOTAL USING BOTH SYSTEMS		427,428			\$1,175,425.90

SCHOOL DISTRICTS USING SIS ONLY					
Number	School System Name	ADM	COMPENSATION AMOUNT	% OF TIME	TOTAL
60	Bradley County Schools	10,146	\$ 1.38	100%	\$ 14,001.48
90	Carroll County Schools	5	\$ 1.38	100%	\$ 6.90
970	Tennessee Department of Children's Services	500	\$ 1.38	100%	\$ 690.00
TOTAL USING SIS ONLY		10,651			\$ 14,698.38

SCHOOL DISTRICTS USING SPECIAL EDUCATION ONLY					
Number	School System Name	ADM	COMPENSATION AMOUNT	% OF TIME	TOTAL
20	Bedford County Schools	7,586	\$ 1.38	100%	\$ 10,468.91
172	Bells City School	435	\$ 1.38	100%	\$ 600.46
821	Bristol TN City Schools	4,035	\$ 1.38	100%	\$ 5,568.49
61	Cleveland City Schools	4,748	\$ 1.38	100%	\$ 6,551.84
180	Cumberland County Schools	7,452	\$ 1.38	100%	\$ 10,283.65
190	Davidson - Metro Nashville Public Schools	73,881	\$ 1.38	100%	\$ 101,955.49
301	Greeneville City Schools	2,866	\$ 1.38	100%	\$ 3,954.52
320	Hamblen County Schools	9,857	\$ 1.38	100%	\$ 13,602.05
330	Hamilton County Department of Education	40,848	\$ 1.38	100%	\$ 56,369.67
901	Johnson City Schools	7,299	\$ 1.38	100%	\$ 10,073.05
822	Kingsport City Schools	6,652	\$ 1.38	100%	\$ 9,179.19
470	Knox County Schools	55,700	\$ 1.38	100%	\$ 76,865.88
530	Loudon County Schools	5,259	\$ 1.38	100%	\$ 7,256.95
791	Memphis City Schools	116,961	\$ 1.38	100%	\$ 161,406.81
630	Montgomery County Schools	27,951	\$ 1.38	100%	\$ 38,572.38
660	Obion County School	4,124	\$ 1.38	100%	\$ 5,690.50
710	Putnam County Schools	10,641	\$ 1.38	100%	\$ 14,684.44
720	Rhea County Schools	4,234	\$ 1.38	100%	\$ 5,843.46
870	Union County Schools	3,102	\$ 1.38	100%	\$ 4,280.68
890	Warren County Schools	6,421	\$ 1.38	100%	\$ 8,861.27
900	Washington County Schools	9,234	\$ 1.38	100%	\$ 12,742.48
940	Williamson County Schools	27,867	\$ 1.38	100%	\$ 38,456.26
950	Wilson County Schools	14,282	\$ 1.38	100%	\$ 19,708.69
TOTAL USING SPECIAL EDUCATION ONLY		451,433			\$ 622,977.11

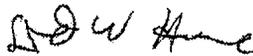


RE: Invoice Number: **090012**
Invoice Date: **July 1, 2008**
Invoice Period: **July 1, 2008 – June 30, 2009**
Invoice Page: **5 of 5**

Please reference Invoice Number **090012** on your check and remit payment to:
Public Consulting Group
PO Box 845308
Boston, MA 02284-5308

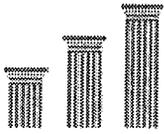
Please feel free to contact Robbie Ammons at 615.775.3961 or via e-mail at rammons@pcgus.com. You may also contact me at 847.323.4199 or via email at dhowe@pcgus.com with any questions or comments.

Respectfully,



David W. Howe
Project Manager





**PUBLIC
CONSULTING
GROUP**

401 Church St., Suite 2420, Nashville, TN 37219
PublicConsultingGroup.com
615 983 5300 tel 615 983 5301 fax

Invoice Number: **092397**
Invoice Date: **April 29, 2009**

Dr. Tim Webb
Department of Education
Sixth Floor – Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243

RE: State of Tennessee Contract Number: **FA-09-23611-00**
Contractor Federal EIN: **V-04-2942913**
PCG Account Number: **560**

Description	Total
Lauderdale School District Implementation Star_Student ADM 4,564 @ \$11.16 per ADM = \$50,934.24	\$ 50,934.24

Please reference Invoice Number **092397** on your check and remit payment to:

Public Consulting Group
PO Box 845308
Boston, MA 02284-5308

If you have any questions or comments regarding this invoice, please do hesitate to contact David Howe at 847.323.4199 or Robbie Ammons at 704.839.6281. Thank you.

Sincerely,

David W. Howe
Project Manager

Robbie C. Ammons
Project Manager

For Official Use Only:

Project Number	Project Name	Amount
00000560 - 5073058	TN DOE SSMS – Execute Effort	\$ 50,934.24

PO Document Status

Business Unit: 33101 **PO ID:** 0000000672 **Status:** Dispatched
Document Date: 02/06/2009 **Document Type:** Purchase Order **Budget Status:** Valid
Currency: USD **Amount:** 2,300,000.00
Buyer: George H Perry

Associated Document							Customize Find View All 	First <input type="checkbox"/> 1-6 of 7 <input type="checkbox"/> Last
SetID	Business Unit	DOC ID	Document Type	Status	Document Date	Vendor ID	Location	
SHARE		<u>000000000000000000000000002280</u>	Contract	Approved	01/04/2009	0000004919		
	33101	<u>0000002312</u>	Receipt	Moved	04/01/2009	0000004919	MAIN	
	33101	<u>0000003702</u>	Receipt	Moved	05/07/2009	0000004919	MAIN	
	33101	<u>00010309</u>	Voucher	Posted	11/26/2008	0000004919	MAIN	
	33101	<u>00015479</u>	Voucher	Posted	04/29/2009	0000004919	MAIN	
SHARE		<u>0000023636</u>	Payment	Posted	04/23/2009	0000004919	MAIN	

[Return to Search](#)

PO Document Status

Business Unit: 33101 **PO ID:** 0000000672 **Status:** Dispatched
Document Date: 02/06/2009 **Document Type:** Purchase Order **Budget Status:** Valid
Currency: USD **Amount:** 2,300,000.00
Buyer: George H Perry

Associated Document							Customize Find View All 	First  7 of 7  Last
SetID	Business Unit	DOC ID	Document Type	Status	Document Date	Vendor ID	Location	
SHARE		<u>0000039507</u>	Payment	Posted	05/28/2009	0000004919	MAIN 	

[Return to Search](#)

Vouchers For a Payment

[View/Add Related Docu](#)

Bank Name: Regions
Bank Account #: 1000
Pay Cycle: ACH **Seq Num:** 99
Vendor Name: Public Consulting Group Inc
Address: 148 State St Fl 10

Boston MA 02109-2506 USA

Payment Amount: 1,813,101.39 USD **Payment Method:** EFT

[Back To Payment Inquiry](#)

Pymnt Ref ID: 0000023484

Accounting Date: 04/22/2009

Payment Date: 04/23/2009

Days Outstanding: 49

Payment Clear Date:

Reconcile Date:

Value Date: 04/23/2009

Description

<u>Business Unit</u>	<u>Voucher ID</u>	<u>Advice Seq</u>	<u>Advice Date</u>	<u>Invoice Number</u>	<u>Gross Paid Amount</u>	<u>Paid Amount</u>	<u>Currency</u>	<u>Discount Taken</u>	<u>Lat Chi</u>
33101	00010309	1	11/26/2008	33111-090012	1,813,101.39	1,813,101.39	USD		

Customize

Payment Inquiry

Search Criteria

Search Name ALL

From To

Vendor Name

*Amount Rule Any

Amount

Currency

Bank SetID SHARE

Bank Code 00001

Bank Account 1000

Bank Account #

Reference 0000039323 0000039323

Payment Date

Payment Method EFT

Pay Cycle

Seq Num

Payment Status

Remit SetID

Remit Vendor

Settle by

Settlement Status

Single Payment Vouchers

Max Rows 300

Show Chart *Chart Type: Bar Chart

Sorting Criteria

1st sort: Account Descending 2nd sort: Pymnt Ref Descending Sort

Payment Inquiry Result									
Source	Payment Reference ID	Payment Method	Amount	Currency	Creation Date	Payment Date	Payment Status	Reconciliation Status	Reconcile Date
VCHR	0000039323	EFT	50,934.24	USD	05/27/2009	05/28/2009	Paid	Unrecon	

NON-COMPETITIVE AMENDMENT REQUEST:

APPROVED

Commissioner of Finance & Administration

RECEIVED

JUN 08 2009

FISCAL REVIEW

1) RFS #	331.11-001-09	
2) Procuring Agency :	Department of Education	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Statewide Student Management System (SSMS)	
4) Contractor :	Public Consulting Group, Inc.	
5) Contract #	FA-09-23611-00	
6) Contract Start Date :	July 1, 2008	
7) CURRENT Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2013	
8) CURRENT Maximum Cost : (if ALL options to extend the contract are exercised)	\$13,000,000.00	
PROPOSED AMENDMENT INFORMATION		
9) Amendment #	01	
10) Amendment Effective Date : (attached explanation required if < 60 days after F&A receipt)	July 1, 2009	
11) PROPOSED Contract End Date : (if ALL options to extend the contract are exercised)	June 30, 2013	
12) PROPOSED Maximum Cost : (if ALL options to extend the contract are exercised)	\$12,270,162.00	
13) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state	
	<input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
The purposes of this amendment are (1) to add funding for school districts not originally anticipated to implement the special education data system; (2) to remove statewide student information system (SIS) from current contract; and (3) to add hosting, new district training, reporting tool and support.		
15) Explanation of Need for the Proposed Amendment :		
The Department of Education has determined that the most effective and cost efficient approach is to change the mechanism for providing school districts a comprehensive student information system (key functionality includes enrollment and attendance data) to a General Statewide Contract and to continue to provide the state-wide special education data system for all school districts funded primarily through federal special education funds.		
16) Name & Address of Contractor's Current Principal Owner(s) : (not required for a TN state education institution)		
William S. Mosakowski, President and CEO Public Consulting Group, Inc. 148 State Street, Tenth Floor Boston, MA 02109		

17) 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

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

Documentation is ... Not Applicable to this Request Attached to this Request

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

Documentation is ... Not Applicable to this Request Attached to this Request

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

There have been no other efforts to identify procurement alternatives. No alternative procurement methods were sought due to the expertise and consistency in support and maintenance provided by PCG.

21) Justification for the Proposed Non-Competitive Amendment :

Changes were necessary to maximize the effectiveness and cost efficiency of this contract. The contract is being streamlined by removing the comprehensive student information system from this contract and including line items for application hosting and support, training for school districts fully implementing the special education data system, and more efficient reporting (data drill-down) capabilities. The enhanced reporting capabilities will allow the State to use special education data to more efficiently review student and teacher data and use these data improve education policy and practice in Tennessee schools. This amendment covers the cost of full implementation of the special education data system in 100% of the school districts/local education agencies in the State.

The updated payment methodology will allow for more efficient invoicing from the vendor and payment from the State to the vendor. The shift of the majority of the cost of the special education data system to federal funding greatly reduces state funds expended in the amended contract.

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. Wehl

4/24/05



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 : April 23, 2009

RFS # 331.11-001-09

RE : Procurement Endorsement — Statewide Student Management System

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 Kristen McKeever at 532-8539.

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 :

OIR Chief Information Officer

Date



C O N T R A C T A M E N D M E N T

Agency Tracking # 331.11-001-09	Edison ID 000000000000000000002280	Amendment # 01
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Contractor Public Consulting Group, Inc.	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 042942913-00
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Amendment Purpose/ Effects
The purpose of this amendment is to remove statewide student information system (SIS) from current contract and add hosting, new district training, and reporting tool.

Contract Begin Date July 1, 2008	Contract End Date June 30, 2013	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s) N/A
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FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2009	\$2,600,000.00	\$600,000.00	\$0.00	\$0.00	\$3,200,000.00
2010	\$1,241,798.00	\$1,961,289.00	\$0.00	\$0.00	\$3,203,087.00
2011	\$500,000.00	\$1,421,014.00	\$0.00	\$0.00	\$1,921,014.00
2012	\$500,000.00	\$1,439,025.00	\$0.00	\$0.00	\$1,939,025.00
2013	\$500,000.00	\$1,507,036.00	\$0.00	\$0.00	\$2,007,036.00
TOTAL:	\$4,741,798.00	\$6,928,364.00	\$0.00	\$0.00	\$12,270,162.00

— COMPLETE FOR AMENDMENTS —			Agency Contact & Telephone # John Sharp- 615.532.1658	
END DATE AMENDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	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)	
2009	\$2,600,000.00	\$600,000.00		
2010	\$2,600,000.00	\$603,087.00		
2011	\$2,600,000.00	(\$678,986.00)		
2012	\$2,600,000.00	(\$660,975.00)		
2013	\$2,600,000.00	(\$592,964.00)	Speed Code ED00000448 Account Code 70803000	
TOTAL:	\$13,000,000.00	(\$729,838.00)		

<p>— OCR USE —</p>	<p>Procurement Process Summary (non-competitive, FA- or ED-type only)</p> <p>Public Consulting Group, Inc. (PCG) was originally identified through the RFP process. It is the Department of Education's intent to continue providing a special education data system to all Tennessee school districts. It is in the best interest of the State to amend this contract with PCG so each school district will be able to continue to use this data management system for required state and federal reporting.</p>
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C O N T R A C T S U M M A R Y S H E E T S U P P L E M E N T

RFS Number	331.11-001-09					
Edison ID	000000000000000000000000002280					
Fiscal Year	2009 through 2013					
Department ID	Program Code	Account Code	Fund	Project/Grant Code	CFDA #	Amount
[For FY2009]						
331.36	440	083	25	LL9/AAX	N/A	\$600,000.00
331.11	810	083	25	TK9/AAX	N/A	\$2,600,000.00
[For FY2010]						
331.36	440	083	25	LL9/AAX	N/A	\$1,961,289.00
331.11	810	083	25	TK9/AAX	N/A	\$1,241,798.00
[For FY2011]						
331.36	440	083	25	LL9/AAX	N/A	\$1,421,014.00
331.11	810	083	25	TK9/AAX	N/A	\$500,000.00
[For FY2012]						
331.36	440	083	25	LL9/AAX	N/A	\$1,439,025.00
331.11	810	083	25	TK9/AAX	N/A	\$500,000.00
[For FY2013]						
331.36	440	083	25	LL9/AAX	N/A	\$1,507,036.00
331.11	810	083	25	TK9/AAX	N/A	\$500,000.00
TOTAL						\$12,270,162.00

**AMENDMENT ONE
TO FA-09-23611-00**

This Contract Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Public Consulting Group, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The text of Contract Section A.2. is deleted in its entirety and replaced with the following:
 - A.2. The Contractor's general requirements for SSMS include the ability to interface with the current Education Information System (EIS). Also covered are other functions including error messages for defined data elements. The functionality applies to special education students for the general requirements and is as follows:
 - a. Allow the State to produce extract files to update the EIS system with all additions, deletions, and changes to meet the State's requirement provided that the State has delivered to Contractor all necessary data and any necessary changes to the specification requirements 120 days before due date. (See EIS manual at <http://www.state.tn.us/education/eis/>). EasyIEP shall produce EIS extract for new school year changes by September 1 of each year for the term of the contract.
 - b. User-friendly (i.e. Graphical User Interface).
 - c. During data entry, ensure that all mandatory data items are captured and prevent acceptance of inconsistent or invalid data.
 - d. During data entry, provide drop down menus or user defined selection lists.
 - e. During data entry, provide users the ability to default values.
 - f. Display a meaningful error message when system errors and/or data entry errors are detected.
 - g. Maintain the State's defined years of data online (i.e. users are able to access and modify previous years' data).
 - h. Query on any standard field in the EasyIEP database (reporting tool).
 - i. Ability to perform search and sort on any and all data including single or combination item search and sort and the ability to use a wild card search.
 - j. Compatible with Macintosh Operating System 8.1 or higher running Internet Explorer 5.0 or higher and Windows NT 4.0 or higher running Internet Explorer 5.5 or higher provided that the browser is supported by manufacturer.
 - k. The application must be a state-level centralized web-based system that can support all 136 school districts on a single database. No workstation client software or code, other than the browser, should be required to run the application. The application and the database must each reside on a separate server. The application and database servers can run in either a Windows or Unix environment.
 - l. The application must be designed to provide data and application redundancy.
 - m. Monitoring and tuning of database and application performance and response time must be provided to ensure network and server capacity are efficiently utilized. The Contractor shall provide the resources required to identify and correct application programming related issues.
 - n. The Contractor will host the Special Education EasyIEP application at the discretion of the State, any changes to the current hosting environment will be handled through the change management process.

2. The text of Contract Section A.3. is deleted in its entirety and replaced with the following:
 - A.3. Security features of SSMS include the set-up of user groups and data encryption that adheres to the current Tennessee Information Resources Architecture. The functionality for security applies to special education students and is as follows:
 - a. Provide multiple access levels by fields, data value and type of information (levels are to be determined by Local Education Agencies (LEAs)).
 - b. User authentication will be by user-id and password, assigned by LEA security administrator.
 - c. Provide users the ability to export data in .xls or comma delimited .txt files.
 - d. Fully encrypt all data sent via internet using 128 bit secure socket layer per the

- e. current Tennessee Information Resources Architecture.
 - f. Maintains an audit trail or change history (i.e. who, when and what).
 - g. Allow the districts the ability to define their own user groups for security purposes (i.e. Special Education group are only allowed to view student Special Education information, Vocational Education group are only allowed to view vocational education student information).
 - g. Automatic logoff after predetermined amount of time where there is no activity.
3. The text of Contract Section A.4. is deleted in its entirety and replaced with the following:
- A.4. The functionality applies to special education students for district calendars including requirements and modifications and is as follows:
- a. Allows for districts to have a single active district calendar.
 - b. Applies rules and provides edits to meet the State's district calendar requirements (See EIS Manual at <http://www.state.tn.us/education/eis/>).
 - c. Allows for modifications to district calendars.
 - d. Allow only valid events (EIS Manual, Appendix A – Calendar Event/Designated Day Types).
 - e. Edit for a minimum of 180 student days.
 - f. Edit for a minimum of 200 calendar days.
 - g. Edit for a minimum of 10 teacher vacation days.
 - h. Edit for a minimum of 5 in-service/in-service optional days.
 - i. Edit for a minimum of 1 teacher/parent conference day.
 - j. Edit for a maximum of 4 discretionary days.
 - k. Edit for a maximum of 13 stockpile days (total of professional development and inclement weather).
 - l. Query showing the 200 Day Accountability data with calendar event details by district calendar.
4. The text of Contract Section A.5. is deleted in its entirety and replaced with the following:
- A.5. The functionality applies to special education students for school calendars including requirements and modifications and is as follows:
- a. Allows for a school to have multiple active school calendars (instructional program).
 - b. Allows for modification of school calendar.
 - c. Applies rules and provides edits to meet the State's school calendar requirements (See EIS Manual at <http://www.state.tn.us/education/eis/>).
 - d. Edit for a minimum of 180 student days.
 - e. Edit for a minimum of 200 calendar days.
 - f. Edit for a minimum of 10 teacher vacation days.
 - g. Edit for a minimum of 5 in-service/in-service optional days.
 - h. Edit for a minimum of 1 teacher/parent conference days.
 - i. Edit for a maximum of 4 discretionary days.
 - j. Edit for a maximum of 13 stockpile days (total of professional development and inclement weather).
 - k. Create 9 funding periods for reporting to the State (each funding period should contain 20 instructional days).
 - l. Adjust funding period begin and end dates for changes to calendar, periods 1-8 must have 20 days, period 9 may be reduced for valid changes.
 - m. Query showing the 200 Day Accountability data with school event details and begin and end dates by funding period by district calendar.
 - n. Ability to define and utilize multiple time intervals for reporting (i.e. daily, month-to-date, month-end, quarterly, year-to-date, annually, working days, semesters, weekly).
5. The text of Contract Section A.6. is deleted in its entirety and replaced with the following:
- A.6. The functionality applies to special education students for student information including student classifications and historical information and is as follows:

- a. Student Demographic Data:
 - (1) Full student name (first, middle, last, suffix)
 - (2) Social Security Number (SSN) (required unless Student Personal Identification Number (PIN) is provided)
 - (3) Student PIN (should only be used if Social Security Number is not available and then it is required)
 - (4) Gender, Date of Birth, Birthplace, multiple birth
 - (5) Home language
 - b. Ability to determine number of days enrolled during 20-day period.
 - c. Title I instruction being administered, Title I support services being offered.
 - d. Preferred language of communication.
 - e. Track student's "living with" information:
 - (1) Add multiple addresses for student, parents, and/or guardians
 - (2) Address type (i.e. residential and mailing)
 - (3) Parent/guardian/contact relationship code
 - (4) Parent/guardian/contact title
 - (5) Ward of State Indicator
 - f. Separate home, work, fax, pager, cell and emergency telephone number for each contact and the contact's preferred method of communication:
 - (1) Track student's emergency contact, family doctors, joint custody and homelessness
 - (2) Email of each contact
 - (3) Flag for parent/guardian not having rights to see student (i.e. restraining order, parent pickup rights)
 - g. Allow student to have multiple current classifications and maintain classification history with begin and end dates for the school year.
 - h. Provide flags for special student circumstances (i.e., medical alert, guardian alerts):
 - i. Track student grade assignment and maintain history with grade begin and end dates for school year.
 - j. Ability for districts/schools to flag any or all student record types by student Social Security Number or PIN Number to be extracted for upload to EIS even when no changes have been made to the student's data.
 - k. Do not allow both a student SSN and PIN number but do all PIN number to be changed to SSN at a future date.
 - l. Ability to add user-defined fields for student demographics.
 - m. Report showing Student Demographic information.
 - n. Generate student reports to multiple parents with different mailing addresses.
 - o. Report of students by last name.
 - p. Report of students by gender.
 - q. Report of students by Student ID.
 - r. Report of students by town/country code.
 - s. Report of household addresses by student.
 - t. Student list by residence household.
 - u. Student ethnic/race report by ethnic/race code.
 - v. Student ethnic race report by student.
 - w. Ethnic tallies by grade.
 - x. Address list sorted by street.
 - y. Alpha list of all students sorted by grade level.
 - z. Birthday list sorted by specified month.
 - aa. Report of ethnic breakdown by grade.
 - bb. Report on ethnic distribution.
 - cc. Student standard data report.
 - dd. Students address labels.
6. The text of Contract Section A.7. is deleted in its entirety and replaced with the following:
- A.7. The functionality applies to special education students for enrollment, transfer and withdrawal of students and is as follows:
- a. Allow for students with dual enrollments, home school and service school for students receiving services outside of their home school.
 - b. Roll student's demographic data from previous school year to the new school year and generate an "E" enrollment on first day of attendance for all returning students at their designated normal progression school (will not roll data at former

- school).
- c. Permit a student enrolled as an "E" on the first day of attendance to be withdrawn on the first day of attendance.
 - d. Track student's school assignment, grade, reason for entry, assignment date, etc.
 - e. Track services for students at more than one school, student taking classes at school other than home school (Service School enrollment).
 - f. Support automatic grade promotion process (i.e. from 4th grade to 5th grade) unless specifically marked in system to hold student back or student failed to fulfill requirements for next grade level.
 - g. Able to produce enrollment package (i.e., demographic information)
 - h. Report on primary school and additional school.
 - i. Transfer student record from one school to another within the district. Carry forward user-defined information (ethnicity etc.) when a student is transferred from one school to another within the district.
 - j. Track student withdrawal information (i.e., withdrawal reasons, withdrawal dates, comments, etc.).
 - k. Cancel student withdrawal.
 - l. Check student information to ensure the student is not already actively enrolled (using name, SSN, or PIN) at another school statewide.
 - m. Ability to print list of transfer students.
 - n. Enrollment/Transfer/Withdrawal Reporting:
 - (1) New student enrollment report
 - (2) Students dropped from enrollment report
 - (3) Students re-entered report
 - (4) Report on inactive students showing their withdrawal information
 - (5) Report on active students for a user specified time range
 - (6) Report on students withdrawn during a user specified time range by withdrawal codes
 - (7) Report on enrollment counts by enrollment codes
 - (8) Report on currently active students by school
 - (9) Re-entry codes report
 - (10) Withdrawal codes report
 - (11) Report of age in grade level
7. The text of Contract Section A.8. is deleted in its entirety and replaced with the following:
- A.8. The Contractor shall compute Average Daily Membership by Basic Education Program (BEP) Special Education Options of Service using the appropriate algorithm for special education students.
8. The text of Contract Section A.9. is deleted in its entirety and replaced with the following:
- A.9. The functionality applies to special education students for Graduation Requirements and is as follows:
- a. Track whether a student graduated and type of completion document received.
 - b. Ability to specify diploma type by student (Regular, Special Education, General Equivalency Diploma [GED]).
 - c. Default diploma type field to "Select".
 - d. Students by Graduation Year Report.
9. The text of Contract Section A.10. is deleted in its entirety and replaced with the following:
- A.10. The functionality applies to special education students for Testing/Assessment and is as follows:
- a. Track in-house developed tests.
 - b. Change as assessment requirements change (i.e., a new test is developed and results need to be tracked).
 - c. Maintain test and assessment history.
 - d. Set exclusion flags on students who may be excluded from having to pass a course or test.
 - e. Provide history of cumulative testing files by student.

- f. Record tests such as TCAP, Gateway, ACT, PSAT, AP scores, etc.
- g. Collect and record various types of test scores (i.e., Stanine, raw, % scaled, standard deviation).
- h. Online access to test scores.
- i. Maintain at least 3 years test data.

10. The text of Contract Section A.11. is deleted in its entirety and replaced with the following:

A.11. The functionality applies to special education students for student discipline data collection and reporting, when required by the State for use by LEAs and is as follows:

- a. Track disciplinary offenses and actions by student.
- b. Allow disciplinary action duration to cross school years.
- c. Categorize type of offenses (valid codes are in EIS Manual).
- d. Ability to add disciplinary reasons by district, in addition to the State approved reasons, and convert to a valid State reason code.
- e. Track type and length of student consequence(s)/disciplinary intervention(s) (i.e., in-school suspension, community service, short term suspension, long term suspension, expulsion etc.) by student.
- f. Allow district the option of moving or not moving disciplinary data upon transfer within district.
- g. Report when more than 10 days total of suspension for Special Education students per school year.
- h. Ability for a district to define a disciplinary infraction point system.
- i. Define types of consequences/disciplinary interventions by school.
- j. Track discipline referrals by teachers, department, date, etc.
- k. Maintain student's disciplinary history and produce report ("Rap sheet").
- l. Control access to student's disciplinary records (i.e. only approved personnel from the school the student is currently attending should be able to see student's disciplinary history records).
- m. Query students suspended, expelled, or remanded by type of offense and/or date.
- n. Allow alternative schools to be able to indicate half-day scheduling (i.e., morning/afternoon) that is used in continuation schools.
- o. Track if an alternative school student has received his/her GED.
- p. Track expulsions.
- q. Ability to indicate an expulsion was due to zero tolerance.
- r. Indicate zero tolerance expulsions on End of Year report.
- s. Build a conduct/incident history tracking file for juvenile offenders (i.e., probation officer information, Department of Juvenile Justice involvement and contact information).
- t. Ability to change begin and end dates for zero tolerance offenses.
- u. Allow for additional zero tolerance rules (i.e., bus suspension, etc.).
- v. Ability to insert comments into student's discipline incident or history report.
- w. Note primary and secondary offenses.
- x. Ability to print incident report immediately in security office.
- y. Individual Student Discipline Profile.
- z. Notice of Disciplinary Action.
- aa. Total Number of Suspensions and Expulsions for Current Year.
- bb. Discipline Counts by Code Excluding In School Suspension (ISS).
- cc. Discipline Counts by Code for ISS.
- dd. Discipline Master Log.
- ee. Discipline Report Lists number of Occurrences per Day.

11. The text of Contract Section A.12. is deleted in its entirety and replaced with the following:

A.12. The functionality applies to special education students for Special Transportation and is as follows:

- a. Track whether students are taking special transportation buses to school or not.
- b. Track student's transportation information (eligibility and bus stop information).
- c. Print Transportation Roster by School.
- d. Busing Information by Student.

12. The text of Contract Section A.13. is deleted in its entirety and replaced with the following:
- A.13. The functionality applies to special education students for Health and is as follows:
- a. Maintain student's health information including Medicaid, insurance, diagnoses, medication, health progress, vision, scoliosis, and hearing assessments, height and weight and blood pressure. (Follow Health Insurance Portability and Accountability Act (HIPAA) privacy rules).
 - b. Track students' health concerns. Print list of students with special health needs.
 - c. Health-related comments/instructions.
 - d. List of students and their physicians.
 - e. Maintain a parent contact log for health-related issues.
13. The text of Contract Section A.14. is deleted in its entirety and replaced with the following:
- A.14. The functionality applies to special education students for Exceptional Student Education (ESE) and is as follows:
- a. Track: Amount of Special Education services being received, type of services being received, most recent evaluation date, additional services needed after exits (i.e., mental health services, vocational rehabilitation, developmental disabilities services, physical therapy, etc.).
 - b. Track a student's eligibility, capture start dates of S-team process, track days remaining to maintain timeline.
 - c. Track ESE services a student is receiving.
 - d. Track service hours received and recommendations.
 - e. Track participation and time spent in general education.
 - f. Monitor the referral and assessment functions to ensure that specified activities are performed within established schedule requirements.
 - g. Maintain referral and assessment results for categorical programs linked to corresponding student information.
 - h. Search for appropriate instructors for assignment to a special service student based on location, qualifications, and availability.
 - i. Track Individual Education Plan (IEP) information to corresponding student information.
 - j. Record and compute IEP milestone dates and accomplishment information.
 - k. Assess performance/effectiveness of special services.
 - l. Track special situation students (i.e., at home students, hospitalized students, AEP (Alternative Education Placement) or those students with overlapping ESE needs.
 - m. Input and assess Special Education goals on student IEP forms and progress reports.
 - n. Track ESE drop-out rate.
 - o. Compare each IEP recommendation for testing participation with the actual participation.
 - p. Provide ability to pull up a student's past ESE schedules even after he/she has been entered into a new school.
 - q. Provide actual amount to time served in each ESE service.
 - r. Identify students placed in Gifted.
 - s. Identify ESE programs available at specific schools.
 - t. Project students to schools based on address and disability with override capability.
 - u. Track participation in Special Education (active or inactive), and date of IEP.
 - v. Flag notification of three year evaluation time expiration.
 - w. Track interim students within the Special Education process, but not fully established.
 - x. Track multiple disability categories per student.
 - y. Track history of evaluations and date of last evaluation.
 - z. Ability to make special scheduling considerations for Special Education students.
 - aa. Reserve number of seats in General Education classes.
 - bb. Balance Special Education students across General Education classes.
 - cc. Track case load and class size of Special Education teachers.
 - dd. Automatically notify appropriate recipients a predetermined period prior to IEP milestone dates coming due (i.e., via email alerts).

- ee. Automatically identify missing information (IEP components) and notify appropriate party.
- ff. Produce ad hoc management reports showing all upcoming timelines for a district/school/teacher/child.
- gg. Generate IEP report cards for administrators, teachers, and parents on an ad hoc basis.
- hh. Special Education Reporting:
 - EasyIEP shall generate required federal reporting Tables 1 and 3 by February 1 of each year for the term of the contract. EasyIEP shall generate required federal reporting Tables 2, 4, and 5 by November 1 of each year for the term of the contract.
 - (1) End of Year report (required for Federal Reporting Tables 2, 4, and 5)
 - i. District Name
 - ii. District Number
 - iii. Age Group count (3-5, 6-22, total)
 - iv. Grand total of all districts
 - (2) New Enrollment report
 - i. District Name
 - ii. District Number
 - iii. Age Group count (3-5, 6-22, total)
 - iv. Total count of ages 3-22
 - v. Total net enrollment for district
 - vi. Ages 3-22 percentage to net enrollment
 - vii. Ages 6-22 percentage to net enrollment
 - (3) Gender/Ethnic report
 - i. District Name
 - ii. District Number
 - iii. Report date
 - iv. Male
 - v. Female
 - vi. Total male and female by ethnic group
 - vii. Total for districts
 - viii. Grand totals for all columns
 - (4) Child Count by System (Required for Federal Reporting Tables 1 and 3)
 - i. District Name
 - ii. District Number
 - iii. Report date
 - iv. Age 3-22 count by age per district
 - v. Totals by age group, 3-5, 6-11, 12-17, 18-21, 6-22, 3-22
 - vi. Grand totals all columns
 - (5) Option Count by District report
 - i. District Name
 - ii. District Number
 - iii. Primary and Secondary counts by option number (1-10) by district
 - iv. Total primary count by district
 - v. Total secondary count by district
 - vi. Total primary and secondary counts by district
- ii. Special Education Student data elements: (in a table maintainable by the State Department of Education):
 - (1) Id Number, Social Security Number (SSN), or PIN
 - i. Reason student is less than full service
 - 1. Parent refusal
 - 2. Medical reasons
 - 3. Lack of personnel
 - 4. Lack of appropriate facility
 - 5. Lack of materials or equipment
 - 6. Lack of appropriate transportation
 - 7. Other
 - 8. Drop out
 - 9. Received Special Education diploma/certificate
 - (2) Primary Disability
 - i. Specific Learning Disability
 - ii. Mental Retardation

- iii. Intellectually Gifted
 - iv. Speech Impaired
 - v. Language Impaired
 - vi. Emotional Disturbance
 - vii. Autism
 - viii. Other Health Impaired
 - ix. Deaf
 - x. Hearing impaired
 - xi. Blind
 - xii. Visually impaired
 - xiii. Deaf-blind
 - xiv. Multiple Disabilities
 - xv. Functionally Delayed
 - xvi. Developmentally Delayed
 - xvii. Traumatic Brain Injury
- (3) Secondary Disability
- i. Specific Learning Disability
 - ii. Mental Retardation
 - iii. Intellectually Gifted
 - iv. Speech Impaired
 - v. Language Impaired
 - vi. Emotional Disturbance
 - vii. Autism
 - viii. Other Health Impaired
 - ix. Deaf
 - x. Hearing impaired
 - xi. Blind
 - xii. Visually impaired
 - xiii. Deaf-blind
 - xiv. Multiple Disabilities
 - xv. Functionally Delayed
 - xvi. Developmentally Delayed
 - xvii. Traumatic Brain Injury
- (4) Contractual Service – full time services only
- i. Language In State – State Agency
 - ii. In state – private school/agency
 - iii. In state - LEA
 - iv. Out of state – private school/agency
 - v. Out of state - LEA
- (5) Separate Facility (Y/N)
- i. Student Types listed below or other list items designated by the State:
 - 1. Alternative
 - 2. Regular
 - 3. Headstart
 - 4. Adult
 - 5. Private k-12
 - 6. Pre Kindergarten
 - 7. Pre Kindergarten private
- jj. Evaluation date primary (most recent evaluation date for primary option):
- (1) Type of service
 - (2) No Service
 - i. Consultation
 - ii. Direct Service
 - iii. Special Education aide in regular program
 - iv. Psychological services
 - v. School social work
 - vi. Occupational therapy
 - vii. Speech/Language therapy
 - viii. Recreation service
 - ix. Physical therapy
 - x. School social work
 - xi. Counseling service
 - xii. Vision service
 - xiii. Hearing service

- xiv. Other services
 - xv. Ancillary service – attendant
 - xvi. Ancillary service – interpreter
 - xvii. Ancillary service – other
 - xviii. Residential service
 - xix. Homebound/Hospital
- kk. Number of sessions and unit of time (i.e., 5 week):
- (1) Time per session (hours and minutes)
 - (2) Service provider (teacher providing service)
 - (3) Reason student transported
 - i. Unable to ride regular bus due to disability
 - ii. Recommended placement cannot be made in student's home school
 - iii. Transported for other reasons
 - (4) Type of special transportation
 - i. To and from residential facility
 - ii. To and from school
 - iii. To and from community based program
 - iv. Between schools or programs
- ll. Number of one way trips and frequency:
- (1) Travel time one way (hours and minutes)
 - (2) Special transportation provider
 - i. LEA special vehicle
 - ii. LEA contract with parent
 - iii. LEA contract with commercial carrier
 - iv. Provided by other than LEA
- mm. Inactive status date, date student discontinued receiving Special Education service:
- (1) Reason for inactive status listed below or other list items designated by the State:
 - i. Graduated – regular diploma
 - ii. Graduated – Special Education diploma
 - iii. Graduated – Certificate of attendance
 - iv. Reached maximum age
 - v. Dropped out
 - vi. Exited to vocational rehabilitation
 - vii. Moved to another LEA in Tennessee
 - viii. Moved to another LEA out of state
 - ix. Mainstreamed
 - x. To Division of Mental Health
 - xi. To Division of Mental Retardation
 - xii. To Department of Correction
 - xiii. To state school
 - xiv. Deceased
 - xv. Other
- nn. Anticipated services, value must be provided when inactive status is one of the reasons cited in A.14.mm.(1):
- (1) Counseling/guidance
 - (2) Evaluation of VR services
 - (3) Physical/mental restoration
 - (4) Vocational training services
 - (5) Transitional employment services
 - (6) Vocational placement
 - (7) Post employment
 - (8) Maintenance
 - (9) Transportation
 - (10) Family services
 - (11) Independent living
 - (12) Residential services
 - (13) Interpreter services
 - (14) Reader services
 - (15) Technological Aids
 - (16) Other services
 - (17) No special services

- oo. Special transportation required:
 - (1) Materials only
 - (2) Guardian information:
 - i. Last name
 - ii. First name
 - iii. Middle name
 - iv. Address 1
 - v. Address 2
 - vi. City
 - vii. State
 - viii. Zip code
 - ix. Status of service
 - x. Home phone number
 - xi. Business phone number
- pp. Name/School data:
 - (1) Last Name
 - (2) First Name
 - (3) Middle Name
 - (4) Date of Birth
 - (5) Gender
 - (6) Grade
 - (7) Ethnicity
 - (8) District Number
 - (9) School Number
 - (10) Status of service:
 - i. Full special education services
 - ii. Regular program
 - iii. Private program
 - iv. Inadequate/inappropriate services
 - v. No Special Education services
 - vi. Not enrolled
- qq. Staff data requirements (in a table maintainable by the State):
 - (1) SSN or TLN
 - (2) Last name
 - (3) First name
 - (4) Middle initial
 - (5) Fully certified (Y/N)
- rr. Staff category data:
 - (1) Retained for next year (Y/N)
 - (2) Category list as specified by the state to meet state and federal reporting requirements, including items:
 - i. Special Education teacher
 - ii. Psychologist
 - iii. Other diagnostic staff
 - iv. Occupational therapist
 - v. Physical therapist
 - vi. Audiologist
 - vii. Vocational Education teacher
 - viii. Physical Education teacher
 - ix. Work study coordinator
 - x. Counselor
 - xi. Recreation therapist
 - xii. School social worker
 - xiii. Supervisor/Administrator
 - xiv. Non-professional staff
 - xv. Interpreters
 - xvi. Rehabilitation counselors
 - xvii. Speech pathologist
 - (3) Full time equivalent (number 1.0 if full time); maximum of 1.0 in all categories for a staff member
- ss. Maintain student's ELP status and history.

14. The text of Contract Section A.15. is deleted in its entirety and replaced with the following:

A.15. The functionality applies to special education students for Ad Hoc Query Requirements and is as follows:

- a. Menu driven, process driven, and GUI interface reporting.
- b. Table look ups:
 - (1) Table fields are clearly identified or distinguished from other fields on screens
 - (2) Tables can be referred to when on a table look-up field
 - (3) Table entries are effective-dated
- c. Report and Printer Controls:
 - (1) The system can control the number of copies made of a report
 - (2) End-user can control the fonts in rows and columns of a report
 - (3) End-user can define the character style in rows and columns (bold, italics, etc.) of a report
- d. Ad Hoc Reporting:
 - (1) Ad hoc report definitions are stored
 - (2) Ad hoc reports can be run in the background
 - (3) Reports can use multiple datasources
 - (4) Interactive sorting
 - (5) Inline Drill down
 - (6) Drill through to another report
- e. Third Party report generators can be used to access the application files.
- f. Graphing - The following graphing or charting capabilities are built in:
 - (1) Line graphs
 - (2) Bar charts
 - (3) Pie charts
 - (4) Scatter charts
 - (5) Stacked bar
 - (6) Range charts
 - (7) Shape Charts
 - (8) Gauges
- h. File export: (Reports printed or exported to .xls or .txt files):
 - (1) The system can create a file in a common file format to facilitate interfaces with other applications
 - (2) The system supports file export to:
 - i. PDF
 - ii. TIFF (image)
 - iii. Word
 - iv. Excel
 - v. XML
 - vi. CSV
 - vii. MHTML (compiled HTML)
- i. The following arithmetic and statistical functions are supported in report writing:
 - (1) Sum
 - (2) Average
 - (3) Minimum
 - (4) Midpoint
 - (5) Maximum
 - (6) Standard deviation
 - (7) Regression analysis
 - (8) Median
- j. Report delivery methods:
 - (1) Interactive, on demand Web access
- k. An end-user can define formulas in reports.
- l. The formatting of dates in reports can be end-user controlled.
- m. An end-user can define a report's sort order.
- n. An end-user can change a report's sort order at report run time.
- o. An end-user can share stored report definitions with other end-users.

15. The text of Contract Section A.16. is deleted in its entirety and replaced with the following:

- A.16. The Contractor will provide State Reporting for non-EasyIEP Districts special education needs until all local education agencies are fully implementing IEP writing functionality in EasyIEP. The Contractor shall provide data import capability into EasyIEP by September 1, 2010 for use by any local education agencies that are not fully implementing IEP writing functionality in EasyIEP provided that the State has provide the Contractor all necessary data and specification requirements 120 day before the due date.
16. The text of Contract Section A.17. is deleted in its entirety and replaced with the following:
- A.17. The functionality applies to special education students for Data Conversion and is as follows:
- a. Ability to convert existing data to a format designated by the State.
 - b. Provide edits to ensure data captured is valid and consistent.
 - c. Ability for data to be exported locally in a text format.
17. The text of Contract Section A.18. is deleted in its entirety and replaced with the following:
- A.18. The functionality applies to special education students for Implementation and is as follows:
- a. Provide projected schedule of implementation.
 - b. Provide commitments and guarantees that the software will be implemented in a timely manner.
18. The text of Contract Section A.19. is deleted in its entirety and replaced with the following:
- A.19. The functionality applies to special education students for Training and is as follows:
- a. Provide on-site administrative and end user training sessions for all districts converting from the use of EasyCensus to the use of EasyIEP.
 - b. Provide State staff supporting district use of EasyIEP training on all changes and updates to the software functionality.
 - c. Provide an on-line system user manual that can be modified by State staff.
 - d. Provide an on-line help utility with help available for all data fields on the screen, worded so that it will be useful for end-users and technical staff.
 - e. Provide training for data importing and manipulation to Local Education staff and State technical personnel.
19. The text of Contract Section A.20. is deleted in its entirety and replaced with the following:
- A.20. The functionality applies to special education students for On Site Support and is as follows:
- a. Provide on-site support for Local Education Agencies as requested by the State to include existing data conversion, loading of data to database, and correcting software-related data issues.
 - b. Support should be available within 24 hours of request.
 - c. Provide on-site support for the State technical staff to include existing data conversion, loading of data to database, and correcting software-related data issues.
 - d. Support should be available Monday through Friday, from 7:00 am to 5:00 pm Central Standard time.
 - e. On-site support will continue for the duration of the Contract.
20. The text of Contract Section A.21. is deleted in its entirety and replaced with the following:
- A.21. The functionality applies to special education students for of Documentation and is as follows:
- a. A plain language data dictionary.
 - b. Description of all data fields available, including which fields are protected (cannot

- be changed) and which fields are non-protected (can be changed).
- c. Detailed description of the functionality available in the EasyIEP software.
 - d. Procedures for running queries and producing reports.
 - e. Instructions for data lookup and update.
 - f. Detailed description of possible causes of error messages.
 - g. Documentation on any and all add-on functions/modules available for the software.
21. The text of Contract Section A.22. is deleted in its entirety and replaced with the following:
 - A.22. The Contractor will keep local school districts current with the latest version of software (i.e., EasyIEP, and Easy Census).
 22. The text of Contract Section A.23. is deleted in its entirety and replaced with the following:
 - A.23. The Contractor will provide updates for special education reporting to stay in compliance with federally mandated requirements.
 23. The text of Contract Section A.24. is deleted in its entirety and replaced with the following:
 - A.24. The Contractor will provide training for new districts who implement EasyIEP during the 2009-2010 school year.
 24. The text of Contract Section A.25. is deleted in its entirety and replaced with the following:
 - A.25. The Contractor will provide Tier 3 level of support consisting of such things as bug fixes or other system errors, including critical issues. A critical issue is defined as a system failure that blocks completion of a business transaction or corrupts business data and has no workaround. Critical issues are to be resolved within 10 business days following written notification from the state.
 25. The text of Contract Section A.26. is deleted in its entirety.
 26. The text of Contract Section A.27. is deleted in its entirety.
 27. The text of Contract Section A.28. is deleted in its entirety.
 28. The text of Contract Section A.29. is deleted in its entirety.
 29. The text of Contract Section A.30. is deleted in its entirety.
 30. The text of Contract Section A.31. is deleted in its entirety.
 31. The text of Contract Section A.32. is deleted in its entirety.
 32. The text of Contract Section A.33. is deleted in its entirety.
 33. The text of Contract Section A.34. is deleted in its entirety.
 34. The text of Contract Section A.35. is deleted in its entirety.
 35. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Twelve Million Two Hundred Seventy Thousand One hundred Sixty-two Dollars and No Cents (\$12,270,162.00). 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.

36. The text of Contract Section C.3. is deleted in its entirety and replaced with the following:

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:

For service performed from July 1, 2008 through June 30, 2009, the following rates shall apply:	
Service Description	Amount (per compensable increment)
Cost per average daily membership (ADM) for Data Conversion, Implementation, and Training for additional districts that will use both SIS and Special Education application.	\$22.32
Cost per ADM for Data Conversion, Implementation, and Training for additional districts that select either the SIS application or the Special Education application.	\$11.16
Cost Per ADM for Annual Maintenance and Support for districts.	\$2.75

For service performed from July 1, 2009 through June 30, 2010, the following rates shall apply:	
Service Description	Amount
Cost per ADM for Data Conversion, Implementation, and Training for additional districts electing to implement the Special Education application (EasyIEP) in two large school districts previously not anticipated to implement EasyIEP.	\$741,798.00
Cost maintenance and application hosting for districts using EasyIEP.	\$1,617,102.00
Cost for data conversion, implementation, and training for additional districts converting from the use of EasyCensus to the use of the EasyIEP application.	\$467,260.00
Cost maintenance and application hosting for districts using EasyCensus.	\$201,927.00
Cost for development, implementation, and training for EasyIEP database reporting tool (ad hoc query tool)	\$100,000.00
Cost for on-site and off-site daily application support to State and districts.	\$75,000.00

For service performed from July 1, 2010 through June 30, 2011, the following rates shall apply:	
Service Description	Amount (per compensable increment)
Cost maintenance and application hosting for districts using EasyIEP.	\$1,846,014.00
Cost for maintenance for EasyIEP database reporting tool (ad hoc query tool)	\$25,000.00

Cost for on-site and off-site daily application support to State and districts.	\$50,000.00
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For service performed from July 1, 2011 through June 30, 2012, the following rates shall apply:

Service Description	Amount
Cost maintenance and application hosting for districts using EasyIEP.	\$1,982,035.44
Cost for maintenance for EasyIEP database reporting tool (ad hoc query tool)	\$25,000.00

For service performed from July 1, 2012 through June 30, 2013, the following rates shall apply:

Service Description	Amount
Cost maintenance and application hosting for districts using EasyIEP.	\$1,982,035.44
Cost for maintenance for EasyIEP database reporting tool (ad hoc query tool)	\$25,000.00

37. The text of Contract Section C.5. is deleted in its entirety and replaced with the following:

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:

Terry L. Long
 Department of Education
 7th Floor Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243

- 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 & Division of Special Education;
- (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.
38. The following provision is added as Contract Section D.21.:
- D.21. 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.*
39. The text of Contract Section E.2. is deleted in its entirety and replaced with the following:
- 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:

Terry L. Long, Director of Data Services
 Department of Education
 Division of Special Education
 7th Floor Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243
 Terry.Long@tn.gov
 Telephone # 615-532-3262
 FAX # 615-532-9412

The Contractor:

Robbie Ammons
 Public Consulting Group, Inc.
 401 Church Street, Suite 2420
 Nashville, TN 37219
 rammons@pcgus.com
 Telephone # 615-983-5300
 FAX # 615-983-5301

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

40. The text of Contract Section E.16. is deleted in its entirety and replaced with the following:

E.16. 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 (See Attachment C).

41. Contract Attachment B is deleted in its entirety and replaced with the new Contract Attachment B attached hereto.

The revisions set forth herein shall be effective July 1, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

PUBLIC CONSULTING GROUP, INC:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF EDUCATION:

TIMOTHY K. WEBB, COMMISSIONER

DATE

ATTACHMENT B

Performance Area	Performance Item	Liquidated and Additional Damages
Spec Ed Federal Reporting	Failure of EasyIEP to generate required federal reporting tables as required in Scope of Services items A.14.hh. with the condition that failure is exclusively due to negligence, actions, failures or omissions on the Contractor's part.	\$200 per day per report until reports are delivered
Spec Ed Federal Reporting	Failure to provide data import capability into EasyIEP as required in Scope of Services item A.16. with the condition that failure is exclusively due to negligence, actions, failures or omissions on the Contractor's part.	\$200 per day until capability is delivered
EIS Extracts	Failure of EasyIEP to produce EIS extracts for new school year changes as required in Scope of Services item A.2.a. with the condition that failure is exclusively due to negligence, actions, failures or omissions on the Contractor's part.	\$200 per day until functional deficiencies are corrected
Application Functionality	Critical issues that go to the vendor for resolution, failure to resolve within 10 business days after written notification from the State as required in Scope of Services item A.25. with the condition that failure is exclusively due to negligence, actions, failures or omissions on the Contractor's part.	\$200 per day until issue is resolved to start on day eleven after vendor is notified of the issue.

Authorization and Acknowledgement of Compliance

Whereas, State has contracted with Public Consulting Group, Inc. (PCG) on July 1, 2008 through June 30, 2013 (Contract # FA-09-23611-00), for statewide student management system (SSMS) and

Whereas, The above referenced contract may require the disclosure by the State to PCG 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 PCG hereby agree as follows:

1. PCG is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender and Enrollment Record.
2. PCG 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. PCG agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

State

Date

Public Consulting Group, Inc.

Date



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8th Floor
NASHVILLE, TENNESSEE 37243-0057
615-741-2564

Rep. Charles Curtiss, Chairman
Representatives

Curt Cobb Donna Rowland
Curtis Johnson David Shepard
Gerald McCormick Curry Todd
Mary Pruitt Eddie Yokley
Craig Fitzhugh, *ex officio*
Speaker Jimmy Naifeh, *ex officio*

Sen. Douglas Henry, Vice-Chairman
Senators

Doug Jackson Reginald Tate
Bill Ketron Jamie Woodson
Paul Stanley
Randy McNally, *ex officio*
Lt. Governor Ron Ramsey, *ex officio*

M E M O R A N D U M

TO: The Honorable Dave Goetz, Commissioner
Department of Finance and Administration

FROM: Charles Curtiss, Chairman, Fiscal Review Committee
Bill Ketron, Chairman, Contract Services Subcommittee

cc
BK

DATE: January 15, 2008

SUBJECT: **Contract Comments**
(Contract Services Subcommittee Meeting 1/14/08)

RFS# 331.11-001

Department: Education

Contractor: Public Consulting Group, Inc.

Summary: The proposed five-year contract is for the provision of continued maintenance, support and training of the Statewide Student Management System (SSMS) that is used by the Department as well as the local school districts. The contract has a term beginning July 1, 2008, and ending June 30, 2013, with a maximum liability of \$13,000,000.

Maximum liability: \$13,000,000

After review, the Fiscal Review Committee voted to recommend approval of the contract.

cc: The Honorable Lana Seivers, Commissioner
Mr. Robert Barlow, Director, Office of Contracts Review

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JAN 07 2008

FISCAL REVIEW



STATE OF TENNESSEE
DEPARTMENT OF EDUCATION
6th FLOOR, ANDREW JOHNSON TOWER
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-0375

PHIL BREDESEN
GOVERNOR

LANA C. SEIVERS, Ed.D.
COMMISSIONER

TO: James White, Director, Fiscal Review Committee
FROM: Lana C. Seivers, Commissioner *Lana C. Seivers kb*
DATE: January 7, 2008
RE: Request to appear before Fiscal Review Committee regarding proposed Non-Competitive Contract RFS # 331.11-01-09

Please consider the enclosed Request for Non Competitive Contract RFS # 331.11-01-09. It is the Department's wish to appear before the next scheduled Fiscal Review Committee for comment.

The proposed contract would allow for the continued maintenance, support and training of the Statewide Student Management System (SSMS) and the following components of SSMS for existing and future school districts statewide.

- Software- Star Student (Student Information System) license, EasyIEP (Special Education Management System) license, and EasyCensus, a special education reporting program for non-SSMS districts.
- Maintenance- will keep local school districts current on all software versions, updates for Special Education reporting to stay in compliance with federally mandated requirements, and the option to implement additional districts for one or more SSMS solution: Star Student, EasyIEP, EasyCensus.
- Support & Training- training for new districts who implement SSMS, technical support on product engineering, Tier 3 level support (bug and program fixes), and optional enhanced end-user support defined ad Tier 1 (low level support for technical related problems), Tier 2 (mid-level support for more complex problems) should the state support team need augmentation to meet the standard for responsiveness to end-users.

Thank you for your consideration of the Department's request.

LCS: kb

cc: Dr. Timothy Webb, Deputy Commissioner
Mr. Robert Greene, Assistant Commissioner

REQUEST: NON-COMPETITIVE CONTRACT

04/08
#13

8-5-05

APPROVED per attached FRC recommendation

M. D. [Signature]
Commissioner of Finance & Administration
Date: JAN 23 2008

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	331.11-001-09	
2) State Agency Name :	Department of Education	
3) Service Caption :	Statewide Student Management System (SSMS)	
4) Proposed Contractor :	Public Consulting Group, Inc.	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	07/01/2008	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	06/30/2013	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$13,166,666.00	
8) Approval Criteria : (select one)	<input checked="" type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the state
	<input type="checkbox"/>	only one uniquely qualified service provider able to provide the service
9) Description of Service to be Acquired :		
<p>The Department of Education wishes to acquire the services of the Public Consulting Group, Inc. (PCG) for the continued, maintenance, support and training of the statewide student management database (SSMS) and the following components of SSMS for existing and future school districts statewide.</p> <p>1) <u>Software</u></p> <p>a. Star Student (Student Information System) license -- this is a student information system software licensing to maintain such functionality as: student enrollment, grades and attendance for Pre-K to 12 grade students.</p> <p>b. EasyIEP (Special Education Management System) license -- the EasyIEP license is a special education management system license to maintain special education student information. (i.e. IEP stands for Individualized Educational Plan and federal Office of Special Educations (OSEP) and the data system used to collect electronic data from schools by the Department of Education (EDFacts) reporting requirements that affect funding).</p> <p>c. EasyCensus -- is a special education reporting program for non-SSMS districts that currently do not use EasyIEP in order to meet the federal OSEP and EDFacts reporting requirements that affect funding.</p> <p>2) <u>Maintenance</u></p> <p>a. PCG will keep local school districts current on all software versions. (i.e. Star Student, EasyIEP, EasyCensus)</p>		

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- b. Updates for Special Education reporting to stay in compliance with federally mandated requirements
- c. Option to implement additional districts for one or more SSMS solution: Star Student, EasyIEP, and EasyCensus.

Year	ADM	One Application
2008-2009	\$22.32	\$11.16
2009-2010	\$23.44	\$11.72
2010-2011	\$24.61	\$12.31
2011-2012	\$25.85	\$12.93
2012-2013	\$27.15	\$13.58

3) Support and Training

- a. Training for new districts who implement SSMS
- b. PCG technical support on product engineering, Tier 3 level support. (i.e., bug and program fixes, etc)
- c. Optional enhanced end-user support defined as Tier 1, Tier 2 should the state support team need augmentation to meet the standard for responsiveness to end-users
 - i. Tier 1 – low level support for any technical SSMS related problems.
 - ii. Tier 2 – mid-level support for more complex SSMS related problems.

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

The Tennessee Department of Education contracted with the Public Consulting Group, Inc. (PCG) to create the Statewide Student Management System (SSMS). It is the Department's intent to continue providing a statewide student management system to all Tennessee districts. It is in the best interest of the state to contract with PCG so each district will be able to continue with their use of either SSMS or just EasyCensus for federal reporting. All 136 Tennessee districts use at least one of the two core systems that continue to prevent the high risk of data conversion loss or failure. Since the state does not own the source code of the present system, a contract with PCG will prevent the time and expense of needing a new system created for local school districts. Furthermore, this contract is needed so each Tennessee district using data provided by SSMS, or one of its components, can continue to meet federal requirements set forth by No Child Left Behind (NCLB) and other federal mandates such as Individuals with Disabilities Act (IDEA).

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

The Department of Education has procured the services of PCG in the past after PCG was awarded a request for proposal (RFP).

12) Name & Address of the Proposed Contractor's Principal Owner(s) :
(not required if proposed contractor is a state education institution)

Public Consulting Group, Inc.
148 State Street, Tenth Floor
Boston, MA 02019

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

Public Consulting Group, Inc. (PCG) began providing services to the public sector in 1986. In Tennessee, PCG has provided the statewide student management system (SSMS) and special education case management system since February of 2003. The systems and software provided by PCG to the state of Tennessee include Star Student, EasyIEP, and EasyCensus.

Star Student is used by 105 Tennessee (TN) districts and four (4) State Special Schools for daily operations of their school and for these districts Star Student provides all state reporting. 118 districts use EasyIEP, the special education case management system, and 18 use the related EasyCensus product to report special education statistics. The EasyIEP system is exclusively used for reporting of all state and federal special education data. More Tennessee districts have participated in SSMS than originally anticipated; include large districts in Memphis, Knox, and Chattanooga. PCG's ability to handle the additional participation is due largely to their experience in providing similar services to other states.

In addition to what PCG has done for the Tennessee Department of Education similar services are provided to more than 800 other school districts and the states of New Hampshire and New Jersey. PCG is considered the number one provider of SSMS type services and programs in the nation. PCG's contract renewal rate exceeds 99% and they also have the highest host site performance

availability of any provider.	
14) Documentation of Office for Information Resources Endorsement : (required <u>only</u> if the subject service involves information technology)	
select one:	<input type="checkbox"/> Documentation Not Applicable to this Request <input checked="" type="checkbox"/> Documentation Attached to this Request
15) Documentation of Department of Personnel Endorsement : (required <u>only</u> if the subject service involves training for state employees)	
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request <input type="checkbox"/> Documentation Attached to this Request
16) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property related services)	
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request <input type="checkbox"/> Documentation Attached to this Request
17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :	
<p>There have been no other efforts to identify procurement alternatives. No alternative procurement methods were sought due to the expertise and consistency in support and maintenance provided by PCG. Lastly, PCG established SSMS and if another vendor were selected to create a new statewide student management database the state would incur excessive costs, possible loss of existing data, and federal reporting deadlines could not be met.</p>	
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.)	
<p>Over 100 Tennessee districts rely daily on the two core systems provided by SSMS, the student information and special education systems. All 136 Tennessee districts use one of the two core systems. PCG continues to provide service to the students, teachers, administrators and state staff by way of the SSMS project. By contracting with PCG, the state of Tennessee can capitalize on the proven systems and fidelity of data that flows through the SSMS project.</p> <p>A contract between PCG and Tennessee Department of Education avoids the enormous risk of having most districts undergo the expensive, time consuming (replacing both the Student Information and Special Education systems would by a multi-year project), staff intensive (SSMS impacts every teacher and administrative person in the district) and risky implementation of a new student information and special education system. Any new implementation, with its associated data conversion, configuration, testing, training and intensive support would be much more expensive than continued use of SSMS. One of the most critical reasons for this contract is meeting the primary objective; increasing data quality for state and federal reporting. If a contract between PCG and the Department of Education is not in place the primary objective will not be met in a timely manner.</p> <p>Additional major consideration for contracting with PCG is SSMS and special education systems have become valuable tools in meeting NCLB, IDEA, and other federal requirements. These federal requirements either bring additional revenue to the state and districts for positive performance or if federal requirements are not met then the state faces serious financial penalties for failing to meet standards. In short, contracting with PCG preserves the benefits of the system build for the Tennessee Department of Education. The state, the districts, and above all, the students can benefit from SSMS and special education systems continued use.</p>	
REQUESTING AGENCY HEAD SIGNATURE & DATE : (must be signed & dated by the procuring agency head or authorized signatory)	
	
Agency Head Signature	Date

083008



FAX TRANSMITTAL

to Request OIR Procurement Endorsement

TO : Jane Chittenden, Director
OIR Procurement & Contract Management **FAX # 741-6164**

FROM : Kristen Broussard, Director of Contracts **FAX # 253-5705**

DATE : November 1, 2007

RFS # 331.01-01-09

RE : Procurement Endorsement — Request for Non-Competitive Contract with Public Consulting Group

NUMBER OF FAX PAGES (including cover) : 4

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 **Kristen Broussard** at (615) 532-8539.

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)

OIR Endorsement :

Mark Benzel (gc)

11/2/07

OIR Chief Information Officer

Date

CONTRACT SUMMARY SHEET

121107

331.11-001-09

Contract #

FA-09-23611-00

RECEIVED

State Agency

Department of Education

State Agency Division

Assessment

JUN 08 2009

Contractor Name

PUBLIC CONSULTING GROUP INC

Contractor ID # (FEIN or SSN)

C- or V-

V042942913-00

FISCAL REVIEW

Service Description

Student Assessment

Contract BEGIN Date

July 01, 2008

Contract END Date

June 30, 2013

Subrecipient or Vendor?

Vendor

CFDA #

N/A

Mark Each TRUE Statement

Contractor is on STARS

Contractor's Form W-9 is on file in Accounts

Allotment Code

331.11

Cost Center

730

Object Code

083

Fund

25

Funding Grant Code

TK9

Funding Subgrant Code

AAX

FY

State

Federal

Interdepartmental

Other

TOTAL Contract Amount

2009

\$2,600,000.00

\$0.00

\$0.00

\$0.00

\$2,600,000.00

2010

\$2,600,000.00

\$0.00

\$0.00

\$0.00

\$2,600,000.00

2011

\$2,600,000.00

\$0.00

\$0.00

\$0.00

\$2,600,000.00

2012

\$2,600,000.00

\$0.00

\$0.00

\$0.00

\$2,600,000.00

2013

\$2,600,000.00

\$0.00

\$0.00

\$0.00

\$2,600,000.00

TOTAL:

\$13,000,000.00

\$0.00

\$0.00

\$0.00

\$13,000,000.00

— COMPLETE FOR AMENDMENTS ONLY —

State Agency Fiscal Contact & Telephone #

FY

Base Contract & Prior Amendments

THIS Amendment ONLY

John Sharp - 615-532-1658

State Agency Budget Officer Approval

John Sharp January 29, 2008

Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

TOTAL:

End Date

JAN 31 2008

Contractor Ownership (complete for ALL base contracts - N/A to amendments or delegated authorities)

African American

Person w/ Disability

Hispanic

Small Business

Government

Asian

Female

Native American

NOT minority/disadvantaged

Contractor Selection Method

RFP

Competitive Negotiation *

Alternative Competitive Method *

Non-Competitive Negotiation *

Negotiation w/ Government (ID, GG, GU)

* Procurement Process Summary (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

Public Consulting Group, Inc. (PCG) was originally identified through the RFP process. It is the Department of Education's intent to continue providing a statewide student management system to all Tennessee districts. It is in the best interest of the State to contract with PCG so each district will be able to continue to use this system for federal reporting.

JAN 30 2008

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COMPTROLLER'S OFFICE
OFFICE OF
MANAGEMENT SERVICES

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JUL 09 2008
TO ACCOUNTS

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
PUBLIC CONSULTING GROUP, INC.**

This Contract, by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the "State" and PUBLIC CONSULTING GROUP, INC., hereinafter referred to as the "Contractor," is for the provision of Statewide Student Management Software (SSMS), as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.

Contractor Federal Employer Identification or Social Security Number: V04-2942913-00

Contractor Place of Incorporation or Organization: Massachusetts

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. The Contractor's general requirements for SSMS include the ability to interface with the current Education Information System (EIS). Also covered are other functions including error messages for defined data elements. The functionality for the general requirements is as follows:
- a. Allow the State to produce extract files to update the EIS system with all additions, deletions, and changes to meet the State's requirement provided that the State has delivered to Contractor all necessary data and any necessary changes to the specification requirements 120 days before due date. (See EIS manual at <http://www.state.tn.us/education/eis/>).
 - (1) Star Student shall produce EIS extracts for new school year changes by September 1 of each year for the term of the contract.
 - (2) EasyIEP shall produce EIS extract for new school year changes by September 1 of each year for the term of the contract.
 - b. User-friendly (i.e. Graphical User Interface).
 - c. Ability to set up user-defined fields for all areas.
 - d. During data entry, ensure that all mandatory data items are captured and prevent acceptance of inconsistent or invalid data.
 - e. During data entry, provide drop down menus or user defined selection lists.
 - f. During data entry, provide users the ability to default values.
 - g. Display a meaningful error message when system errors and/or data entry errors are detected.
 - h. Ability to interface with the State's directory (licensure database).
 - i. Maintain the State's defined years of data online (i.e. users are able to access and modify previous years' data).
 - j. Query on any field in the Student Information System (SIS) database (Discover-State querying tool).
 - k. Ability to perform search and sort on any and all data including single or combination item search and sort and the ability to use a wild card search.
 - l. Compatible with Macintosh Operating System 8.1 or higher running Internet Explorer 5.0 or higher and Windows NT 4.0 or higher running Internet Explorer 5.5 or higher, provided that the browser is supported by manufacturer.
 - m. The application must be a state-level centralized web-based system that can support all 136 school districts on a single database. No workstation client software or code, other than the browser, should be required to run the application, other than the browser and browser plug ins. The application and the database must each reside on a separate server. The application and database servers can run in either a Windows or Unix environment.
 - n. The application must be designed to provide data and application redundancy.

- o. Monitoring and tuning of database and application performance and response time must be provided to ensure network and server capacity are efficiently utilized. The contractor shall provide the resources required to identify and correct application programming related issues.
 - p. The Contractor will host one or both applications (SIS or Special Education) at the discretion of the State, any changes to the current hosting environment will be handled through the change management process.
- A.3. Security features of SSMS include the set-up of user groups and data encryption that adheres to the current Tennessee Information Resources Architecture. The functionality for security is as follows:
- a. Provide multiple access levels by fields, data value and type of information (levels are to be determined by Local Education Agencies (LEAs).
 - b. Ability for each LEA to have a security administrator responsible for maintaining field level security.
 - c. User authentication will be by user-id and password, assigned by LEA security administrator. LEA security administrators will be assigned by State security administrator.
 - d. Provide users the ability to export data in .xls or comma delimited .txt files.
 - e. Fully encrypt all data sent via internet using 128 bit secure socket layer per the current Tennessee Information Resources Architecture.
 - f. Maintains an audit trail or change history (i.e. who, when and what).
 - g. Allow the districts the ability to define their own user groups for security purposes (i.e. Special Education group are only allowed to view student Special Education information, Vocational Education group are only allowed to view vocational education student information).
 - h. Automatic logoff after predetermined amount of time where there is no activity.
- A.4. The functionality for district calendars including requirements and modifications are as follows:
- a. Allows for districts to have multiple active district calendars.
 - b. Applies rules and provides edits to meet the State's district calendar requirements (See EIS Manual at <http://www.state.tn.us/education/eis/>).
 - c. Allows for modifications to district calendars.
 - d. Ability for districts/schools to flag any or all district calendar record types by calendar number to be extracted for upload to EIS even when no changes have been made to the district calendar.
 - e. Allow only valid events (EIS Manual, Appendix A – Calendar Event/Designated Day Types).
 - f. Edit for a minimum of 180 student days.
 - g. Edit for a minimum of 200 calendar days.
 - h. Edit for a minimum of 10 teacher vacation days.
 - i. Edit for a minimum of 5 in-service/in-service optional days.
 - j. Edit for a minimum of 1 teacher/parent conference day.
 - k. Edit for a maximum of 4 discretionary days.
 - l. Edit for a maximum of 13 stockpile days (total of professional development and inclement weather).
 - m. Produce the 200 Day Accountability report by district calendar.
 - n. Query showing the 200 Day Accountability data with calendar event details by district calendar.
- A.5. The functionality for school calendars including requirements and modifications are as follows:
- a. Allows for a school to have multiple active school calendars (instructional program).
 - b. Create school calendar from a district calendar.
 - c. Allows for modification of school calendar.
 - d. Applies rules and provides edits to meet the State's school calendar requirements (See EIS Manual at <http://www.state.tn.us/education/eis/>).
 - e. Ability for districts/schools to flag any or all school calendar record types by school calendar number to be extracted for upload to EIS even when no changes have been made

- to the school calendar.
- f. Edit for a minimum of 180 student days.
- g. Edit for a minimum of 200 calendar days.
- h. Edit for a minimum of 10 teacher vacation days.
- i. Edit for a minimum of 5 in-service/in-service optional days.
- j. Edit for a minimum of 1 teacher/parent conference days.
- k. Edit for a maximum of 4 discretionary days.
- l. Edit for a maximum of 13 stockpile days (total of professional development and inclement weather).
- m. Do not allow an individual school to indicate stockpile professional development option if the district stockpiles professional development (this option is only if the district does not stockpile professional development).
- n. Create 9 funding periods for reporting to the State (each funding period should contain 20 instructional days).
- o. Adjust funding period begin and end dates for changes to calendar, periods 1-8 must have 20 days, period 9 may be reduced for valid changes.
- p. Produce the 200 Day Accountability report by school calendar.
- q. Query showing the 200 Day Accountability data with school event details and begin and end dates by funding period by district calendar.
- r. Ability to define and utilize multiple time intervals for reporting (i.e. daily, month-to-date, month-end, quarterly, year-to-date, annually, working days, semesters, weekly).

A.6. The functionality for student information including student classifications and historical information are as follows:

- a. Student Demographic Data:
 - (1) Full student name (first, middle, last, suffix)
 - (2) Previous name (first, middle, last, suffix)
 - (3) Student nickname
 - (4) Social Security Number (SSN) (required unless Student Personal Identification Number (PIN) is provided)
 - (5) Previous Social Security Number
 - (6) Student PIN (should only be used if Social Security Number is not available and then it is required)
 - (7) Previous Student PIN
 - (8) Gender, Date of Birth, Birthplace, multiple birth
 - (9) Home language
- b. Ability to determine number of days enrolled during 20-day period, number of days attended in a 20-day period.
- c. Title I instruction being administered, Title I support services being offered.
- d. Preferred language of communication.
- e. Track student's "living with" information:
 - (1) Add multiple addresses for student, parents, and/or guardians
 - (2) Address type (i.e. residential and mailing)
 - (3) Parent/guardian/contact relationship code
 - (4) Parent/guardian/contact title
 - (5) Ward of State Indicator
- f. Separate home, work, fax, pager, cell and emergency telephone number for each contact and the contact's preferred method of communication:
 - (1) Track student's emergency contact, family doctors, joint custody and homelessness
 - (2) Email of each contact
 - (3) Flag for parent/guardian not having rights to see student (i.e. restraining order, parent pickup rights)
- g. Track whether a student's parents have invoked their right to keep student information private (Privacy Status).
- h. Track information (type of services to be received) for students with 504 plan.
- i. Allow student to have multiple current classifications and maintain classification history with begin and end dates for the school year.
- j. Maintain student standard day and history including begin and end dates for each student standard day.
- k. Track Homeroom class.

- l. Refusal to release Social Security Number indicator (Note use of SSN or Student ID number).
- m. Section 504 start date, end date, and accommodation fields (Codes).
- n. Student membership information:
 - (1) Book assignments (include textbook indicator for lost, returned or damaged books)
 - (2) Locker assignment
 - (3) Parking eligibility and decal number
 - (4) Off-campus lunch eligibility
 - (5) Parental consent for student internet access
 - (6) Sports participation (report to the State)
- o. Scholarship Data:
 - (1) Merit Scholar
 - (2) Academic Scholar
 - (3) Gold Seal Recipient
 - (4) National Merit/Achievement/Hispanic Scholar
- p. Provide flags for special student circumstances (i.e., medical alert, guardian alerts).
- q. Allow for student to be flagged as ineligible for funding, and maintain history of status.
- r. Track student grad assignment and maintain history with grade begin and end dates for school year.
- s. Ability for districts/schools to flag any or all student record types by student Social Security Number or PIN Number to be extracted for upload to EIS even when no changes have been made to the student's data.
- t. Do not allow both a student SSN and PIN number but do allow PIN number to be changed to SSN at a future date.
- u. Ability to add user-defined fields for student demographics.
- v. Report showing Student Demographic information.
- w. Generate student reports to multiple parents with different mailing addresses.
- x. Report of students by last name.
- y. Report of students by gender.
- z. Report of students by Student ID.
- aa. Report of students by town/country code.
- bb. Report of household addresses by student.
- cc. Student list by billing household.
- dd. Student list by residence household.
- ee. Student ethnic/race report by ethnic/race code.
- ff. Student ethnic race report by student.
- gg. Ethnic tallies by grade.
- hh. Address list sorted by street.
- ii. Alpha list of all students sorted by grade level.
- jj. Alpha list sorted by guidance counselor.
- kk. Birthday list sorted by specified month.
- ll. Report of ethnic breakdown by grade.
- mm. Report on ethnic distribution.
- nn. Student standard data report.
- oo. Students address labels.
- pp. Student parking sticker report.
- qq. Emergency contacts by student report.
- rr. Student locker listing.

A.7. The functionality for enrollment, transfer and withdrawal of students is as follows:

- a. Allow for students with dual enrollments, home school and service school for students receiving services outside of their home school.
- b. Roll student's demographic data from previous school year to the new school year and generate an "E" enrollment on first day of attendance for all returning students at their designated normal progression school (will not roll data at former school).
- c. Ability for districts/schools to select fields to be rolled over from previous year.
- d. Permit a student enrolled as an "E" on the first day of attendance to be withdrawn on the first day of attendance.
- e. Track student's school assignment, grade, reason for entry, assignment date, homeroom, etc.

- f. Track services for students at more than one school, student taking classes at school other than home school (Service School enrollment).
- g. Warn enrollment of a student with active suspension or expulsion.
- h. Support automatic grade promotion process (i.e. from 4th grade to 5th grade) unless specifically marked in system to hold student back or student failed to fulfill requirements for next grade level.
- i. Able to produce enrollment package (i.e., demographic information, class schedule)
- j. Report on primary school and additional school.
- k. Transfer student record from one school to another within the district. Carry forward user-defined information (ethnicity etc.) when a student is transferred from one school to another within the district.
- l. Track student withdrawal information (i.e., withdrawal reasons, withdrawal dates, comments, etc.).
- m. Cancel student withdrawal.
- n. Reassign classes to student upon re-enrollment during the same school year.
- o. System should not allow student PIN numbers to be re-assigned to more than one student.
- p. Check transfer records for immunization and health record flags.
- q. Check student information to ensure the student is not already actively enrolled (using name, SSN, or PIN) at another school statewide.
- r. Ability to print list of transfer students.
- s. Enrollment/Transfer/Withdrawal Reporting:
 - (1) New student enrollment report
 - (2) Students dropped from enrollment report
 - (3) Students re-entered report
 - (4) Report on inactive students showing their withdrawal information
 - (5) Enrollment codes report
 - (6) Report on active students for a user specified time range
 - (7) Report on students withdrawn during a user specified time range by withdrawal codes
 - (8) Report on enrollment counts by enrollment codes
 - (9) Report on currently active students by school
 - (10) Re-entry codes report
 - (11) Withdrawal codes report
 - (12) Report of age in grade level

A.8. The functionality for master scheduling pre-registration including course catalogs are as follows:

- a. Maintain centralized District Course Catalog (i.e. all class offerings district wide in a centralized catalog).
- b. Maintain credit weight by course in the District Course Catalog.
- c. Maintain whether a course can be taken pass/no pass in the District Course Catalog.
- d. Add and inactivate courses from the District Course Catalog.
- e. Maintain Local Course Catalog by school.
- f. Ability to add special courses which are not published but are in approved table for the school or district.
- g. Add and remove courses from the Local Course Catalog by selecting and deselecting from the District Course Catalog.
- h. Specify whether a course is offered in fall, spring, summer or a combination of the three.
- i. Specify whether a course is contained in the college core curriculum at the State, district and school level.
- j. Produce a course roster report.
- k. Produce personalized list of suggested course election for a student based on the course offerings, student's graduation requirements, student's special needs (i.e., Individual Education Plan, Bilingual/English Language Learners (ELL) etc.), credits earned on the student's transcript, and student's current schedule. The suggested course election should list only those courses available to the individual student. For areas where the student can choose between multiple courses, each course should be listed.
- l. Provide for global course change/add/delete/replace on the suggested course elections based on global searches. The system should allow the user to select a group of students and make changes to the suggested course elections for all students within the selected group.

- m. Specify student preferences for alternative electives (i.e., during scheduling, the system will attempt to schedule student with his/her first choice elective, but if not possible attempt to schedule for his/her second choice, etc.)
 - n. Produce warning message when the user attempts to elect a course for a student that the student has already passed, even if the student passed only one semester of a two semester course.
 - o. Produce warning message when the user attempts to elect a course for a student that the student is currently taking.
 - p. Produce warning message when the user attempts to elect a course for a student that the student is ineligible to take or is missing prerequisite(s).
 - q. Identify whether a course request on a student's course election requires Special Education service. The system will use this data to determine how many Special Education sections are required and to schedule the student into a Special Education section.
 - r. Identify for each course request on a student's course election whether the student requires bilingual/ELL/alternative instruction. The system will use this data to determine how many bilingual/ELL alternative instruction sections are required and to schedule the student into the appropriate section.
 - s. Ability to create a 4-year plan for student scheduling (University Track- students who plan to attend a university).
 - t. Provide online tally report to show the total number of course requests for each course updated in real-time. Provide drill-down capability from the tally into the course elections that make up the tally.
 - u. Automatically determine the number of courses and sections required based on course election.
- A.9. The functionality for maintaining multiple calendars and different kinds of calendars including block scheduling (multiple-period class meetings) is as follows:
- a. Maintain a list of schools and related data (i.e., school ID, address, etc.).
 - b. Maintain multiple school calendars for a school.
 - c. Support different kinds of school calendars (including: 9 weeks, quarters, trimesters, and semesters, year-round).
 - d. Support different numbers of periods per day and week (i.e., 4 periods/day, 8 periods/day, rotating schedules etc.). The system should allow the user to define start and end times for periods by school calendars.
 - e. Ability to schedule lunch period.
 - f. Allow for multiple class period durations at a school.
 - g. Set a maximum size parameter for each section of a course.
 - h. Maintain a list of rooms by school related room information (type of room).
 - i. Set a maximum size parameter for each room. The system should not exceed the lesser of either the room maximum or the section maximum.
 - j. Specify bilingual/ELL/Alternative language sections and the language of instruction for K-12.
 - k. Specify Special Education sections (i.e., types of Special Education service).
 - l. Ability to specify Special Education course codes with multiple grade levels.
 - m. Set maximum number of subjects each teacher can teach. Each teacher can teach a predetermined number of classes. The system should allow the user to define on a teacher-by-teacher basis how many classes each teacher can teach.
 - n. Assign teachers to specific courses or sections based on endorsements/certifications. (i.e., bilingual, ELL sections).
 - o. Assign multiple teachers to one section (i.e., team teaching). For example, English I section may have an English teacher and a Special Education teacher. The system should show both teachers on the master schedule and on the student programs.
 - p. Specify valid periods by courses or by section if applicable. Some periods defined in the system are only valid with certain courses. System must allow user to note what periods are valid with each course or section. If no values are assigned, the system should assume that the course could be taught during any period. This includes assigning valid lunch periods.
 - q. Roll-over master schedule from previous year and make modifications if appropriate.
 - r. Specify non-instructional teacher periods (preparation, counseling, duties) by teacher by school.

- s. Facilitate block scheduling (i.e., an English class might meet for two consecutive periods on Monday and Wednesday and Math class for two consecutive periods on Tuesday and Thursday rather than for a single period each day. For Fridays the blocked classes may meet one period each or meet alternating weeks for two periods each week). The system should support multiple period classes up to at least four consecutive periods as well as non-consecutive periods. The system should allow the user to specify which days in the cycle that the sections will meet.
- t. Facilitate block scheduling (i.e., combining multiple number of weeks sub-courses to make a semester or a year-long course where students in each sub-courses will rotate around - two semester courses such as Government and Health are blocked together to make a year-long course for scheduling purpose).
- u. Facilitate scheduling for teams or family style teaching (students from the same team receives teaching from the same group of teachers for core classes. For electives, students are able to receive teaching from non-team teachers).
- v. Assign teachers to teams for family style teaching. If teachers are assigned to a team, the system is able to recognize the team and is able to give the teachers in that team a common prep period for planning purposes.
- w. Compare the number of course requests to seats provided on the master schedule (as determined by the total sections multiplied by the maximum number of seats per section).
- x. Allow user to perform "what-if" analysis by running the master schedule builder multiple times, changing parameters each time. The system should save each master schedule and allow the user to choose which one to use as the master.
- y. Sort master schedule according to any of the fields on the master schedule. Users should be able to print the master schedule according to how they have sorted it (i.e., type of credit, teacher, or students).
- z. Display district and school master course summaries.

A.10. The functionality for master scheduling student assignment is as follows:

- a. Prioritize students for scheduling based upon a random algorithm. System should not prioritize students according to name or ID.
- b. Ability to prioritize scheduling of students based on graduation requirements.
- c. System will allow scheduling priorities to be set based upon user defined criteria, including: grade level, graduation requirements, special course requirements, and predecessor course requirements.
- d. Assign students to particular sections.
- e. Assign students to a specific teacher on a teaching team.
- f. Freeze certain sections or courses during the master schedule build process.
- g. Manually close a section so that no students can be scheduled into that section.
- h. Provide mechanism to increase the likelihood that a section will fill (increase its priority).
- i. Allow for pullout classes of different lengths than the standard duration, or the ability to change the class duration.
- j. Support section leveling equity based on number of students, gender, ethnicity, Special Education, etc.
- k. Ability to notify the student's home school of summer school grades and graduations.
- l. Treat students with "open" periods as irresolvable conflicts.
- m. Allow the option of exceeding section maximums when this is the only way to avoid an irresolvable conflict. The system should allow the user to specify by how many or by percentage the system can exceed the section maximum. The system should issue an online warning that can be overridden when this occurs. In contrast with the requirement that prevents section maximums from being exceeded during the proof and final runs, this requirement exists to ensure that a schedule can be produced for a student under any circumstances once school starts.
- n. Provide an on-screen report indicating section size maximum, seats filled, and seats remaining by section.
- o. Produce an on-screen conflict matrix without printing a report. The system should also allow the user to drill down into the count to see the names of each student requesting the conflicting courses.
- p. Provide conflict matrix of each student with irresolvable conflicts, indicating all courses elected and corresponding master schedule class possibilities, and flag master schedule classes that are filled.

- q. Roll data for next year's scheduling purposes and ability to update new or changed data. Ability to delete students who withdraw prior to the last day of school from the rolled data.
- r. Allow minute by minute scheduling of students.
- s. See open classrooms information for each period online (i.e., classrooms unoccupied, number of seats open in each period, etc.).
- t. See on-screen and print report by room number of all sections scheduled into each room on the master schedule. For combined sections, both sections should be printed.
- u. Provide online, real-time access to all queries and reports related to master scheduling at each school (i.e., individual schools should be able to run master schedule build and print schedule master at own sites).
- v. Assign book to courses (i.e., title of text adopted for course).

A.11. The functionality of Attendance is as follows:

- a. Support different types of school calendars (i.e., quarters, trimesters, semesters, full-year).
- b. Support different numbers of periods per day and week (i.e., 4 periods/day, 8 periods/day, rotating schedules etc.) The system should allow the user to define start and end times for periods by school calendars.
- c. Take attendance by period-by-period, by half day (AM/PM) and by day.
- d. Allow for comments concerning attendance.
- e. Require teacher verification that attendance has been taken.
- f. Enter absences by teacher online.
- g. Update attendance immediately. The system should allow reporting on attendance by the following period.
- h. Do not allow teachers to change attendance data once it has been submitted for the day.
- i. Ability to track attendance, period by period, from service school to primary school.
- j. Track absence type or reasons.
- k. Ability to generate a letter of absences to parents.
- l. Track tardy (excused, unexcused and time in).
- m. Ability to print 5/10 day letters automatically or manually (switch).
- n. Pre-excuse attendance (i.e., a student is away for extracurricular activity).
- o. Define student groups (i.e., marching band members) for pre-excused attendance; be able to flag early dismissal for all members of the group.
- p. Maintain students' absence history. The system should allow the users to specify how much historical data needs to be maintained (i.e., at least two years etc.)
- q. Compute Average Daily Attendance Rate:
 - (1) If student attended school less than half day the student gets an absence, if student attended school half a day (3 hours 15 minutes) then the student gets full-day attendance
 - (2)
$$\text{Average Daily Attendance Rate} = \frac{\text{Attendance in Days by Student}}{\text{District Enrollment Days}}$$
- r. Compute Average Daily Membership -
$$\text{Average Daily Membership} = \frac{\text{Membership in Days by Student}}{\text{District Enrollment Days}}$$
- s. When a student transfers schools or courses, attendance information is still available.
- t. Flag students with different levels of attendance problems.
- u. Track attendance records and history of students with different levels of attendance problems to social workers.
- v. Ability for Districts to set up criteria for perfect attendance.
- w. Record information of students to Truancy Center (white card information).
- x. Maintain attendance totals historically by student.
- y. Track early dismissal including reason and time dismissed.
- z. Track homebound students.
- aa. Allow for Special Education students to be fully serviced at another location other than the home school.
- bb. Ability to track total class minutes for a student that is in and out of school during the day to determine if he is considered present for the school day.
- cc. Report when a student reaches a user-specified number of absence (i.e., 10 unexcused school days).
- dd. Generate Absence Letters based on a user-defined number of absences. (i.e., 10 unexcused school days).
- ee. Query students with more than user specified consecutive unexcused absent school days

- or periods.
- ff. Notify Tennessee Department of Safety (DOS) when students under 18 are non-compliant with attendance policy or passing grades are not achieved. Generate document/form for DOS.
 - gg. Notify DOS when students under 18 are back in compliance with attendance policy or passing grades are achieved. Generate document/form for DOS.
 - hh. Reports (create in Oracle Discoverer):
 - (1) Absentees by Homeroom Report
 - (2) Absentee Report
 - (3) Phone Master Absentee Report
 - (4) Student Attendance Report
 - (5) Absentee Codes
 - (6) Manual Attendance Roster
 - (7) Students not in Attendance Report
 - (8) Count of Students in First Period Classes Report
 - (9) Actual Enrollment Count Sorted by Course Code and Period
 - (10) Attendance: Perfect Attendance Report
 - (11) Attendance: Excessive Absences Report
 - (12) Attendance: End of Fourth Marking Period Report
 - (13) Daily Attendance Report
 - (14) Perfect Attendance Whole Year
 - (15) Twenty Day Absentee Report
 - (16) Twenty Day Attendance Report by First Period
 - (17) Attendance All Classes Report

A.12. The functionality of Grades is as follows:

- a. Specify grades per class (i.e., Numeric and Alpha, Incomplete, Passing, No Grade, Withdrawn, etc.)
- b. Specify qualitative grades for Elementary students (i.e., observations).
- c. Specify Honors if applicable.
- d. Specify Honor Roll requirements per grade level.
- e. Identify Repeated Courses.
- f. Identify all attempted courses.
- g. Identify courses taken during Summer Sessions.
- h. Specify and maintain transfer credit (i.e., credits earned from out of district schools).
- i. Show the district and school from which transfer credits were accepted and include in the student's transcript.
- j. Allow the teacher class report to follow a student when assigned to another teacher.
- k. Provide multiple data entry tools for grade marking (i.e., online, bubble sheets, spreadsheets etc.).
- l. Ability to update grade book and submit when complete.
- m. Approved personnel can modify grades (for an active student, the student's current school is the keeper for the student record and for an inactive student, the student's most recently attended district school is the keeper of the student record).
- n. Grade Point Average (GPA) Calculations.
 - (1) Specify calculation of semester GPA (i.e., semester GPA calculation is based on A=4, B=3, C=2, D=1 F=0) for regular classes and additional 0.2 honors differentials is added for each passed honor classes
 - (2) Specify calculation of cumulative GPA (i.e. GPA calculation is based on A=4, B=3, C=2, D=1, F=0) for regular classes and additional 0.2 honors differential is added for each passed honor's class. However, only a maximum of 16 honor's classes can be counted towards the cumulative GPA calculation. Maximum cumulative (GPA is 4.4).
 - (3) Ability to identify GPA scale to be used. (Long Average, etc.).
 - (4) Allow for GPA calculation using simple average (1-100 point scale).
 - (5) Convert GPA from 100 point system to 4.0 point system.
 - (6) Ability to specify rounding rules for GPA calculations.
 - (7) Ability to exclude a course from a student's GPA by course number.
 - (8) Calculate overall unweighted GPA using 4.0 point system.
 - (9) Calculate unweighted GPA using 4.0 point system in the college core curriculum.

- o. Calculate semester class ranking based on semester GPA.
- p. Calculate cumulative class ranking based on cumulative GPA, earned credit and number of years in district.
- q. Customize elementary report cards based on grade level.
- r. Simple instructions for set-up and operation.
- s. Allow teachers to input letter or numeric grades from the classroom.
- t. Allow teachers to compute grade by points or percentages.
- u. Allow teachers to determine the weight of individual assignments and/or categories.
- v. Compile teacher grade analysis for individual assignments.
- w. Allow teachers to use "S", "N" or check marks as performance standards.
- x. Allow teachers the ability to work from school or home.
- y. Allow teacher to name each assignment individually.
- z. Allow teacher to mark an assignment as exempt for a particular student.
- aa. Allow for extra credit.
- bb. Ability to import and export data to and from district sources.
- cc. Allow for additional comments:
 - (1) Allow for individual comments that could provide continuous history of the child's academic progress
 - (2) Additional comments from a user defined list
 - (3) Allow additional room for comments about grades to be entered
- dd. Allow special grade codes (i.e., NB = No Book).
- ee. Allow flexibility to change grades, averages and drop grades.
- ff. Allow flexibility on report card format and data.
- gg. Ability to set sort flags for report card distribution.
- hh. Flag notification of missing or incomplete grades.
- ii. Auto-fill grades (i.e., assign same grade to an entire class of students; be able to toggle on/off for auto-fill).
- jj. Query students who are below and above a user-specified GPA or grade by single or multiple criteria (i.e., grade level, teacher, subject, alphabetically, etc).
- kk. Generate Student Reports:
 - (1) Generate Progress Reports on-demand for one student or entire class of students
 - (2) Generate Deficiency Reports on-demand for one student or entire class of students
 - (3) Generate Grade Reports for user-specified grade reporting period (i.e., a grade report may include 9 week progress, final exam grade and final course grade)
 - (4) Generate reports for failing students in order to properly notify and verify with student's parents/guardians
 - (5) Create grade reports by student and class for individual assignments
 - (6) Report of Students-GPA
 - (7) Grade Type Listing by Category - create in Oracle Discoverer
 - (8) Grade Type Listing by Type create in Oracle Discoverer
 - (9) Grade Code List by Code create in Oracle Discoverer
 - (10) Honor Roll Criteria Report create in Oracle Discoverer
 - (11) Grade Verification Report create in Oracle Discoverer
 - (12) Report of Students Missing Grades create in Oracle Discoverer
 - (13) Alphabetic Honor Roll List create in Oracle Discoverer
 - (14) Class Rank Report by Class create in Oracle Discoverer
 - (15) Semester Grade Roster create in Oracle Discoverer
 - (16) Tally of Grades by Instructor create in Oracle Discoverer
 - (17) Transcript Reports create in Oracle Discoverer
 - (18) Class Rank List Sorted by GPA Order create in Oracle Discoverer
 - (19) Failure Letter Fourth Marking Period create in Oracle Discoverer
 - (20) Failure Lists First Semester- Produce Report Cards create in Oracle Discoverer
 - (21) Produce Report Card Verification Sheet
- ll. Produce Transcript Labels.
- mm. Produce letters to the parent giving notification of courses the student is in danger of failing.
- nn. Produce Transcripts showing course, course location, subject, grade, credit, Honors, Repeated Course, Summer Session, class rank, cumulative GPA, semester GPA, earned credit and results by year (grade) by student. Print Unofficial Transcripts and Official Transcripts by student, by grade, or by school.
- oo. Produce Report Cards for Students.

A.13. The functionality of Graduation Requirements is as follows:

- a. Track whether a student graduated (Y, N, or blank), diploma received (Y or N), and future plans (i.e., 2-year college, 4-year, etc.).
- b. Specify overall credit requirements by subject by grade for graduation.
- c. Specify credit requirements by subject by grade.
- d. Maintain multiple versions of graduation requirements by school or by year.
- e. Specify a version of graduation requirements by student.
- f. Ability to specify diploma type by student (Regular, Special Education, General Equivalency Diploma [GED]).
- g. Default diploma type to Regular Diploma.
- h. Track early withdraw code vs. early withdraw for GED graduates.
- i. Specify calculation of total earned credits. (i.e., total earned credits calculation is based on the sum of the credit weighting for all applicable courses).
- j. Track student progress towards graduation (i.e., credit analysis - credit required, credit obtained and credit remaining).
- k. Track English and Spanish versions of Tennessee High School Competency Exam results (i.e., Composition, Language Arts, Reading, Mathematics, Social Studies, Science).
- l. Allow for individual course waivers.
- m. Verify that credits and attendance are achieved in order to fulfill graduation or promotion requirement.
- n. Produce honor roll and Straight "A" letters.
- o. Students by Degree Type Report.
- p. Students by Graduation Year Report.

A.14. The functionality of Testing/Assessment is as follows:

- a. Import test results for tests including, but not limited to, TerraNova, Reading Assessment (English and Spanish), Writing Assessment, National Assessment of Education Progress (NAEP), High school Competency Exam, Gateway, et al.
- b. Gateway weighting to include verification that attendance and credits are achieved in order to fulfill promotion or graduation requirements.
- c. Ability to upload test results for TerraNova at State level, not at districts or schools.
- d. Track in-house developed tests.
- e. Analyze improvement/progression for students and programs. The system should facilitate analysis for a single student, grade, school, cluster, program, or English proficiency category.
- f. Change as assessment requirements change (i.e., a new test is developed and results need to be tracked).
- g. Maintain test and assessment history.
- h. Set exclusion flags on students who may be excluded from having to pass a course or test.
- i. Provide 'Free and Reduced Lunch' indicator for testing.
- j. Provide history of cumulative testing files by student.
- k. Record tests such as TCAP, Gateway, ACT, PSAT, AP scores, etc.
- l. Create test results by class to send to teachers.
- m. Collect and record various types of test scores (i.e., Stanine, raw, % scaled, standard deviation).
- n. Online access to test scores.
- o. Maintain at least 3 years test data.
- p. Produce a report that compares course grades to commensurate TCAP assessment results, by teacher.
- q. Create report when a student does not meet requirement for the grade level.
- r. Report on student test information at any level. (i.e., multiple test by student, grade, school, language category, etc.).
- s. Classify or group test info by parameters (i.e., a content standard in math) and produce a report by that standard.

A.15. The functionality of Discipline is as follows:

- a. Track disciplinary offenses and actions by student.

- b. Allow disciplinary action duration to cross school years.
- c. Categorize type of offenses (valid codes are in EIS Manual).
- d. Ability to add disciplinary reasons by district, in addition to the State approved reasons, and convert to a valid State reason code.
- e. Track type and length of student consequence(s)/disciplinary intervention(s) (i.e., in-school suspension, community service, short term suspension, long term suspension, expulsion etc.) by student.
- f. Allow district the option of moving or not moving disciplinary data upon transfer within district.
- g. Report when more than 10 days total of suspension for Special Education students per school year.
- h. Ability for a district to define a disciplinary infraction point system.
- i. Define types of consequences/disciplinary interventions by school.
- j. Track discipline referrals by teachers, department, date, etc.
- k. Apply disciplinary actions to attendance automatically (mark as absent).
- l. Maintain student's disciplinary history and produce report ("Rap sheet").
- m. Control access to student's disciplinary records (i.e. only approved personnel from the school the student is currently attending should be able to see student's disciplinary history records).
- n. Query students suspended, expelled, or remanded by type of offense and/or date.
- o. Allow alternative schools to be able to indicate half-day scheduling (i.e., morning/afternoon) that is used in continuation schools.
- p. Track if an alternative school student has received his/her GED.
- q. Track expulsions.
- r. Ability to indicate an expulsion was due to zero tolerance.
- s. Indicate zero tolerance expulsions on End of Year report.
- t. Build a conduct/incident history tracking file for juvenile offenders (i.e., probation officer information, Department of Juvenile Justice involvement and contact information).
- u. Ability to change begin and end dates for zero tolerance offenses.
- v. Allow for additional zero tolerance rules (i.e., bus suspension, etc.).
- w. Generate incident tracking number.
- x. Ability to insert comments into student's discipline incident or history report.
- y. Note primary and secondary offenses.
- z. Ability to indicate "Child in State Custody".
- aa. Generate warnings for Special Education students Disciplinary Actions.
- bb. Generate notifications to student's original school (administrator) regarding the student's progress at alternative schools (grades, attendance etc.).
- cc. Ability to print incident report immediately in security office.
- dd. Ability to automatically notify parents of discipline events: printed letter, email, integration to Interactive Voice Response (IVR) System, etc.
- ee. Individual Student Discipline Profile.
- ff. Notice of Disciplinary Action.
- gg. Total Number of Suspensions and Expulsions for Current Year.
- hh. Discipline Counts by Code Excluding In School Suspension (ISS).
- ii. Discipline Counts by Code for ISS.
- jj. Discipline Master Log.
- kk. Discipline Report Lists number of Occurrences per Day.

A.16. The functionality of Transportation is as follows:

- a. Track whether students are taking buses to school or not.
- b. Track whether students are taking buses to Vocational/Career Enrichment Center (CEC) or not.
- c. Track student's transportation information (eligibility and bus stop information).
- d. Allow for multiple bus numbers for AM/PM.
- e. Track school zone when a student travels outside of the home school zone.
- f. Track route, stop locations, pick-up time, drop-off time, and last revision date of a route (need to determine what this is for).
- g. Track bus ridership.
- h. Ability to mass change the bus number for all students assigned to a specific bus.
- i. Ability for schools to see route sheet.

- j. Print Transportation Roster by School.
- k. Print stickers with route information for students on first day of school (Elementary).
- l. Busing Information by Student.
- m. Students by Bus Number/Route.
- n. List of Bus Riders on Selected Bus.
- o. Track students bus eligibility. Track students by bus route, including students that decline to ride the bus.
- p. Easily retrieve students' emergency contact information by transportation roster.

A.17. The functionality of Health is as follows:

- a. Maintain student's health information including Medicaid, insurance, diagnoses, medication, health progress, vision, scoliosis, and hearing assessments, height and weight and blood pressure. (Follow Health Insurance Portability and Accountability Act (HIPAA) privacy rules).
- b. Track students' health concerns. Print list of students with special health needs.
- c. Track multiple immunization status (diphtheria, pertussis (whooping cough) & tetanus vaccine (DPT), Polio vaccine (OPV), measles, mumps & rubella vaccine (MMR), etc.) including immunization dates, conditionals, exceptions and immunity.
- d. Track students' immunization process and alerts nurses when actions need to be taken (i.e., certain immunization needs to be taken in specified sequence and time frames. The system should help nurses ensure the immunization is taken in a timely manner).
- e. Change as immunization requirements change (i.e., a new kind of immunization is mandated by the state).
- f. Allow for accident tracking.
- g. Limit health information only to qualified staff.
- h. Allow for waivers based on health.
- i. Health-related comments/instructions.
- j. Alert nurses when a student's immunization data is incomplete.
- k. List of students and their physicians.
- l. Maintain a parent contact log for health-related issues.

A.18. The functionality of Exceptional Student Education (ESE) is as follows:

- a. Track: Amount of Special Education services being received, type of services being received, most recent evaluation date, additional services needed after exits (i.e., mental health services, vocational rehabilitation, developmental disabilities services, physical therapy, etc.).
- b. Track a student's eligibility, capture start dates of S-team process, track days remaining to maintain timeline.
- c. Track ESE services a student is receiving.
- d. Track service hours received and recommendations.
- e. Track participation and time spent in general education.
- f. Monitor the referral and assessment functions to ensure that specified activities are performed within established schedule requirements.
- g. Maintain referral and assessment results for categorical programs linked to corresponding student information.
- h. Search for appropriate instructors for assignment to a special service student based on location, qualifications, and availability.
- i. Track Individual Education Plan (IEP) information to corresponding student information.
- j. Record and compute IEP milestone dates and accomplishment information.
- k. Assess performance/effectiveness of special services.
- l. Track special situation students (i.e., at home students, hospitalized students, AEP (Alternative Education Placement) or those students with overlapping ESE needs.
- m. Input and assess Special Education goals on student IEP forms and progress reports.
- n. Track ESE drop-out rate.
- o. Compare each IEP recommendation for testing participation with the actual participation.
- p. Provide ability to pull up a student's past ESE schedules even after he/she has been entered into a new school.
- q. Provide actual amount to time served in each ESE service.

- r. Identify students placed in Gifted.
- s. Identify ESE programs available at specific schools.
- t. Project students to schools based on address and disability with override capability.
- u. Track participation in Special Education (active or inactive), and date of IEP.
- v. Flag notification of three year evaluation time expiration.
- w. Track interim students within the Special Education process, but not fully established.
- x. Track handicapped codes.
- y. Track history of evaluations and date of last evaluation.
- z. Ability to make special scheduling considerations for Special Education students.
- aa. Reserve number of seats in General Education classes.
- bb. Balance Special Education students across General Education classes.
- cc. Track case load and class size of Special Education teachers.
- dd. Horizontal Student Lateral Report Special Education.
- ee. Automatically notify appropriate recipients a predetermined period prior to IEP milestone dates coming due (i.e., via email alerts).
- ff. Automatically identify missing information (IEP components) and notify appropriate party.
- gg. Produce ad hoc management reports showing all upcoming timelines for a district/school/teacher/child.
- hh. Generate IEP report cards for administrators, teachers, and parents on an ad hoc basis.
- ii. Special Education Reporting:
EasyIEP shall generate required federal reporting Tables 1 and 3 (A.18.ii.(4)) by February 1 of each year for the term of the contract. EasyIEP shall generate required federal reporting Tables 2, 4, and 5 (A.18.ii.(1) and (6)) by November 1 of each year for the term of the contract provided that the State has delivered to Contractor all necessary data and any changes to the specification requirements 120 days before the due date.
 - (1) June End of Year report (required for Federal Reporting Tables 2, 4, and 5)
 - i. District Name
 - ii. District Number
 - iii. Age Group count (3-5, 6-22, total)
 - iv. Grand total of all districts
 - (2) New Enrollment report
 - i. District Name
 - ii. District Number
 - iii. Age Group count (3-5, 6-22, total)
 - iv. Total count of ages 3-22
 - v. Total net enrollment for district
 - vi. Ages 3-22 percentage to net enrollment
 - vii. Ages 6-22 percentage to net enrollment
 - (3) Gender/Ethnic report
 - i. District Name
 - ii. District Number
 - iii. Report date
 - iv. Male
 - v. Female
 - vi. Total male and female by ethnic group
 - vii. Total for districts
 - viii. Grand totals for all columns
 - (4) Child Count by System (Required for Federal Reporting Tables 1 and 3)
 - i. District Name
 - ii. District Number
 - iii. Report date
 - iv. Age 3-22 count by age per district
 - v. Totals by age group, 3-5, 6-11, 12-17, 18-21, 6-22, 3-22
 - vi. Grand totals all columns
 - (5) Option Count by District report
 - i. District Name
 - ii. District Number
 - iii. Primary and Secondary counts by option number (1-10) by district
 - iv. Total primary count by district
 - v. Total secondary count by district
 - vi. Total primary and secondary counts by district

- (6) End of Year Report (required for Federal Reporting Tables 2, 4, and 5)
 - i. District Name
 - ii. District Number
 - iii. Special needs type
 - iv. Count of students by special needs type
 - v. Total of all special needs type by district
 - vi. Total of all special needs type for all districts
 - vii. Total of all special needs type for all special schools and other State departments
 - viii. Grand total of all special needs type
- jj. Special Education Student data elements: (in a table maintainable by the State Department of Education);
 - (1) Id Number, Social Security Number (SSN), or PIN
 - i. Reason student is less than full service
 - 1. Parent refusal
 - 2. Medical reasons
 - 3. Lack of personnel
 - 4. Lack of appropriate facility
 - 5. Lack of materials or equipment
 - 6. Lack of appropriate transportation
 - 7. Other
 - 8. Drop out
 - 9. Received Special Education diploma/certificate
 - (2) Primary Disability
 - i. Learning Disabled
 - ii. Mentally Retarded
 - iii. Gifted
 - iv. Speech impaired
 - v. Language impaired
 - vi. Seriously emotionally disturbed
 - vii. Autism
 - viii. Health impaired
 - ix. Deaf
 - x. Hearing impaired
 - xi. Blind
 - xii. Visually impaired
 - xiii. Deaf-blind
 - xiv. Multi-disabled
 - xv. Other - functionally retarded
 - xvi. Other - developmentally delayed
 - xvii. Traumatic brain injury
 - (3) Secondary Disability
 - i. Learning Disabled
 - ii. Mentally Retarded
 - iii. Gifted
 - iv. Speech impaired
 - v. Language impaired
 - vi. Seriously emotionally disturbed
 - vii. Autism
 - viii. Health impaired
 - ix. Deaf
 - x. Hearing impaired
 - xi. Blind
 - xii. Visually impaired
 - xiii. Deaf-blind
 - xiv. Multi-disabled
 - xv. Other - functionally retarded
 - xvi. Other - developmentally delayed
 - xvii. Traumatic brain injury
 - (4) Contractual Service - full time services only
 - i. Language In State - State Agency

- ii. In state - private school/agency
- iii. In state - LEA
- iv. Out of state - private school/agency
- v. Out of state - LEA
- (5) Separate Facility (Y/N)
 - i. Student Type
 - 1. Alternative
 - 2. Regular
 - 3. Headstart
 - 4. Adult
 - 5. Private k-12
 - 6. Pre Kindergarten
 - 7. Pre Kindergarten private
- kk. Evaluation date primary (most recent evaluation date for primary option):
 - (1) Type of service
 - (2) No Service
 - i. Consultation
 - ii. Direct Service
 - iii. Special Education aide in regular program
 - iv. Psychological services
 - v. School social work
 - vi. Occupational therapy
 - vii. Speech/Language therapy
 - viii. Recreation service
 - ix. Physical therapy
 - x. School social work
 - xi. Counseling service
 - xii. Vision service
 - xiii. Hearing service
 - xiv. Other services
 - xv. Ancillary service - attendant
 - xvi. Ancillary service - interpreter
 - xvii. Ancillary service - other
 - xviii. Residential service
 - xix. Homebound/Hospital
- ll. Number of sessions and unit of time (i.e., 5 week):
 - (1) Time per session (hours and minutes)
 - (2) Service provider (teacher providing service)
 - (3) Reason student transported
 - i. Unable to ride regular bus due to disability
 - ii. Recommended placement cannot be made in student's home school
 - iii. Transported for other reasons
 - (4) Type of special transportation
 - i. To and from residential facility
 - ii. To and from school
 - iii. To and from community based program
 - iv. Between schools or programs
- mm. Number of one way trips and frequency:
 - (1) Travel time one way (hours and minutes)
 - (2) Special transportation provider
 - i. LEA special vehicle
 - ii. LEA contract with parent
 - iii. LEA contract with commercial carrier
 - iv. Provided by other than LEA
- nn. Inactive status date, date student discontinued receiving Special Education service:
 - (1) Reason for inactive status
 - i. Graduated - regular diploma
 - ii. Graduated - Special Education diploma
 - iii. Graduated - Certificate of attendance
 - iv. Reached maximum age
 - v. Dropped out

- vi. Exited to vocational rehabilitation
- vii. Moved to another LEA in Tennessee
- viii. Moved to another LEA out of state
- ix. Mainstreamed
 - x. To Division of Mental Health
 - xi. To Division of Mental Retardation
 - xii. To Department of Correction
 - xiii. To state school
 - xiv. Deceased
 - xv. Other
- oo. Anticipated services, value must be provided when inactive status is one of the reasons cited in A.18.nn.(1):
 - (1) Counseling/guidance
 - (2) Evaluation of VR services
 - (3) Physical/mental restoration
 - (4) Vocational training services
 - (5) Transitional employment services
 - (6) Vocational placement
 - (7) Post employment
 - (8) Maintenance
 - (9) Transportation
 - (10) Family services
 - (11) Independent living
 - (12) Residential services
 - (13) Interpreter services
 - (14) Reader services
 - (15) Technological Aids
 - (16) Other services
 - (17) No special services
- pp. 89-313 Eligibility (Y/N).
- qq. Special transportation required:
 - (1) Materials only
 - (2) Guardian information:
 - i. Last name
 - ii. First name
 - iii. Middle name
 - iv. Address 1
 - v. Address 2
 - vi. City
 - vii. State
 - viii. Zip code
 - ix. Status of service
 - x. Home phone number
 - xi. Business phone number
- rr. Name/School data:
 - (1) Last Name
 - (2) First Name
 - (3) Middle Name
 - (4) Date of Birth
 - (5) Gender
 - (6) Grade
 - (7) Ethnicity
 - (8) District Number
 - (9) School Number
 - (10) Status of service:
 - i. Full special education services
 - ii. Regular program
 - iii. Private program
 - iv. Inadequate/inappropriate services
 - v. No Special Education services
 - vi. Not enrolled

- ss. Staff data requirements (in a table maintainable by the State Department of Education):
 - (1) SSN or TLN
 - (2) Last name
 - (3) First name
 - (4) Middle initial
 - (5) Fully certified (Y/N)
- tt. Staff category data:
 - (1) Retained for next year (Y/N)
 - (2) Category:
 - i. Special Education teacher
 - ii. Psychologist
 - iii. Other diagnostic staff
 - iv. Occupational therapist
 - v. Physical therapist
 - vi. Audiologist
 - vii. Vocational Education teacher
 - viii. Physical Education teacher
 - ix. Work study coordinator
 - x. Counselor
 - xi. Recreation therapist
 - xii. School social worker
 - xiii. Supervisor/Administrator
 - xiv. Non-professional staff
 - xv. Interpreters
 - xvi. Rehabilitation counselors
 - xvii. Speech pathologist
 - (3) Full time equivalent (number 1.0 if full time); maximum of 1.0 in all categories for a staff member

A.19. The functionality for Language Services (ELL/Alternative Language) is as follows:

- a. Track: Program Participation hours in English Language Learners (Y or N), Date last assessed as ELL, and Report date (i.e., 40th day, 80th day, 120th day, or 180th day, language spoken at home, instruction language, state reading and comprehension assessment status (Y or N), native language reading and comprehension assessment status (Y or N), native language test administered, national reading and comprehension percentile rank, whether student reclassified to English proficient, method used to determine English proficiency (test and informal)).
- b. Track whether a student's parents have waived their rights to receive ELL services.
- c. Track and maintain students Home Language Survey (HLS) results (i.e., eligibility).
- d. Track students' Language Assessment (Individuals with Disabilities Education Act (IDEA)/ English language proficiency (ELP) results and/or waiver.
- e. Maintain student's ELP history.
- f. Track ELL/alternative language services students are receiving. The system should Track the service provider, type of service, service hours received, curriculum and maintain history.
- g. Track student progress and exit them from the Alternative Language monitoring program as appropriate (i.e., monitor student to ensure they maintain Fully English Proficient (FEP) status as they move away from Limited English Proficiency (LEP) status).
- h. Search for appropriate instructors for assignment to an ELL student based on location, qualifications, and availability.
- i. Search for appropriate facilities for assignment to an ELL student based on location, availability and resources. (i.e., language lab).
- j. Search for bus routes for schools assigned outside of Zone when language needs dictate.
- k. Track current and next years projected school assignment for language needs.
- l. Facilitate preliminary assessment of performance/effectiveness of ELL services (including: language proficiency scores / hours of instruction / type of services / by student and in aggregate).
- m. Track ELL Student Tutoring assignments.
- n. Provide ability for a school and district to receive a cumulative report of ESE students with the total number of days suspended.

- o. Track student's psychologist/social work referrals from referral to placement (i.e., referral date, Child Study Team meeting dates, test scores).
- p. Provide check to allow special placement only for students with specific district-defined ESE requirements.
- q. Print forms for distribution to parents, teachers, administrators, etc with student bio-data pre-filled when applicable.
- r. Notify school when ESE students have been officially staffed/placed in an ESE program.
- s. Input, query, and produce reports from language information including: PHLOTE (Primary Home Language Other Than English), IPT (IDEA Proficiency Test), or ALS (Alternative Language Services).
- t. Report any other non-regular services received by ELL students.

A.20. The functionality for Special Services is as follows:

- a. Track Title 1 A, 1 B (state & federal even start services), 1C (Migrant status), 1D (Neglected and Delinquent youth), IV, VI, VII, VIII, IX, Johnson-O'Malley Financial Assistance to Native American participation status, and Exit date.
- b. Track students free and reduced lunch eligibility (do not show on first page for privacy reasons); maintain at State instead of at schools.
- c. Free Lunch Roster.

A.21. The functionality for Faculty is as follows:

- a. Match certification, endorsement, and availability of instructors with criteria for required positions.
- b. Tenure / Non-Tenure indicator.
- c. Track personnel training.
- d. Track new hire background checks.
- e. Track personnel performance.
- f. Define staff evaluation cycles (Record date of last evaluation and when next evaluation is due).
- g. Track certifications.
- h. Report only professional staff (members with current assignments) to EIS.
- i. Ability to track faculty demographics (address, local ID number, etc.).
- j. Ability for districts/schools to flag any or all staff record types by staff Social Security Number or License Number to be extracted for upload to EIS even when no changes have been made to the staff member's data.
- k. Check for Highly Qualified for 'No Child Left Behind' (NCLB).
- l. Teacher/Sub Listing.
- m. Teacher Effect Pattern Report.
- n. Report on resource allocations, availability and utilization.
- o. Track personnel training.

A.22. The functionality of Counseling is as follows:

- a. Report on 'at risk' students to determine what services have been provided in the past.
- b. Track referrals not related to discipline/ESL/etc, including: counseling, speech, home bound, social work, attendance, psychology, occupational/physical therapy. Track date of referral, reason for referral. Include access to history of referrals for a student.
- c. Maintain the confidentiality of referral or other entered information.
- d. For psychological referrals, track: initial reason for referral, re-evaluation results, screening results, supplemental testing results.
- e. Track receipt of parent's informed consent.
- f. Track and report against pre-established time requirements for steps in process (i.e., 40 days from referral to testing). The LEA will determine if exceptions are allowed
- g. Counseling reports: monthly reports including: number of parents seen, number of students seen, types of interventions, discipline, etc.
- h. Allow for tracking and report post graduation information including scholarships, college graduations, etc.

A.23. The functionality of Adult and Community Education is as follows:

- a. Allow student registration for adult and community education.
- b. Ability to track fees/tuition for adult and community education.
- c. Ability for reconciliation of fees/tuition for adult and community education.
- d. Ability to schedule students/classes for adult and community education.
- e. Track attendance and report for adult and community education.
- f. The system can convert class attendance to hours / course credits for reporting.
- g. Track adult/vocational test scores (GED, certifications, etc.).
- h. Ability to check pre-requisites for registration and scheduling adult and community education, including: prior course requirements, testing history and dates, etc.
- i. Ability to schedule based on minimum class size and notify when minimums are not met.
- j. Generate mailings for ELL classes based on the ELL student enrollment.
- k. Provide transcripts for adult and community education.
- l. Should not report adult students to EIS or transmit adult student extracts to EIS.

A.24. The functionality of Student Activity Fund and Other Fees is as follows:

- a. Ability to handle the collection by teachers of funds and fees.
- b. Generate collection lists in advance for special activities, clubs, athletics, etc.
- c. Ability for teachers or administrators to enter special assessments for students, such as for lost or damaged text books, other student damages, etc.
- d. Ability to waive student fees based on special flags (free and reduced lunch students, etc.).
- e. Ability to hold transcripts or report cards when fees are owed (applies to tuition students only).
- f. Ability to provide reports or other tools to support collection reconciliation between the teacher and the book-keeper.
- g. Ability to track payments/refunds to students:
 - (1) Track tuition or fee payments made by students at school level or district level
 - (2) Allow for installment payments for tuition and other fees
- h. Ability to track collection status (partial collections, etc.)

A.25. The functionality for Standard Reporting Requirements is as follows:

- a. General Reports / Queries:
 - (1) Select and group reporting data by any field with sub-totals and sort orders.
 - (2) In a year round school, report on the different tracks by school
 - (3) Middle School Reports
 - (4) Unassigned Locker Listing
 - (5) Calculate and display school free/reduced lunch totals by school
 - (6) District Performance Data Tables
 - (7) Reading Gains Required to Reach Norm
 - (8) Facilitate ordering textbooks based on curriculum and student enrollment
 - (9) Maintain list of approved text books by course on the District Course Catalog
 - (10) Maintain list of required and optional textbook by course on the local course catalog
- b. Student Reports / Queries:
 - (1) Students by Guidance Counselor
 - (2) Students by Homeroom
 - (3) Schedule Request Forms
 - (4) Student Schedules by Semester/Guidance Counselor and Tally of Credits
 - (5) Print Student Schedules Using Student Roll
 - (6) National Honor Society
 - (7) Honor Roll Listing
 - (8) Honor Roll Listing, semester
 - (9) Dropout Report
 - (10) Promotions/Rejections
 - (11) Promotions/Rejections (same grade level)
 - (12) Counts by Case Manager
 - (13) Course List Showing State Code Numbers for Preliminary Reports
 - (14) Class Rolls with Address and Phone Number

- c. Course Reports / Queries:
 - (1) Print Course/Semester Catalog
 - (2) Preliminary Course Roster
 - (3) Report of Preliminary Course Enrollment
 - (4) Preliminary Course Frequency Report
 - (5) Preliminary Course Roster
 - (6) Print Conflict Lists
 - (7) Actual Course Frequencies
 - (8) Class Roster Report
 - (9) Scheduling Intermediate Totals
 - (10) Scheduling Exceptions
 - (11) Print Room Schedules
 - (12) Print Instructor Schedules
 - (13) Course List with Section Number by Teacher

- A.26. The Contractor will provide State Reporting for Non-SSMS Districts special education needs. The Contract shall provide data import capability into EasyCensus by September 1, 2008 provided that the State has provided the Contractor all necessary data and specification requirements 120 days before the due date.

- A.27. The functionality of Data Conversion is as follows:
 - a. Ability to convert existing data to a format designated by the State.
 - b. Provide edits to ensure data captured is valid and consistent.
 - c. Ability for data to be exported locally in a text format.
 - d. Ability to interface with the State licensure database

- A.28. The functionality of Implementation is as follows:
 - a. Provide projected schedule of implementation.
 - b. Provide commitments and guarantees that the software will be implemented in a timely manner.

- A.29. The functionality of Training is as follows:
 - a. Provide an on-line system user manual that can be modified by State staff.
 - b. Provide an on-line help utility with help available for all data fields on the screen, worded so that it will be useful for end-users and technical staff.
 - c. Provide training for data importing and manipulation to Local Education staff and State technical personnel.

- A.30. The functionality of On Site Support is as follows:
 - a. Provide on-site support for Local Education Agencies as requested by the State to include existing data conversion, loading of data to database, and correcting software-related data issues.
 - b. Support should be available within 24 hours of request.
 - c. Provide on-site support for the State technical staff to include existing data conversion, loading of data to database, and correcting software-related data issues.
 - d. Support should be available Monday through Friday, from 7:00 am to 5:00 pm Central Standard time.
 - e. On-site support will continue for the duration of the Contract.

- A.31. The functionality of Documentation is as follows:
 - a. A plain language data dictionary.
 - b. Description of all data fields available, including which fields are protected (cannot be changed) and which fields are non-protected (can be changed).
 - c. Detailed description of the functionality available in the Statewide Student Management software including attendance, grade book, special education, scheduling and discipline.

- d. Procedures for running queries and producing reports.
 - e. Instructions for data lookup and update.
 - f. Detailed description of possible causes of error messages.
 - g. Documentation on any and all add-on functions/modules available for the software.
- A.32. The Contractor will keep local school districts current with the latest version of all software (i.e., Star Student, EasyIEP, and Easy Census).
- A.33. The Contractor will provide updates for special education reporting to stay in compliance with federally mandated requirements.
- A.34. The Contractor will provide training for new districts who implement SSMS.
- A.35. The Contractor will provide Tier 3 level of support consisting of such things as bug fixes or other system errors, including critical issues. A critical issue is defined as a system failure that blocks completion of a business transaction or corrupts business data and has no workaround. Critical issues are to be resolved within 10 business days following written notification from the state.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Thirteen Million Dollars and No Cents (\$13,000,000.00). 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:

For service performed from July 1, 2008 through June 30, 2009, the following rates shall apply:	
Service Description	Amount (per compensable increment)

Cost per average daily membership (ADM) for Data Conversion, Implementation, and Training for additional districts that will use both SIS and Special Education application.	\$ 22.32
Cost per ADM for Data Conversion, Implementation, and Training for additional districts that select either the SIS application or the Special Education application.	\$ 11.16
Cost Per ADM for Annual Maintenance and Support for districts.	\$ 2.75

For service performed from July 1, 2009 through June 30, 2010, the following rates shall apply:

Service Description	Amount (per compensable increment)
Cost per ADM for Data Conversion, Implementation, and Training for additional districts that will use both SIS and the Special Education application.	\$ 23.44
Cost per ADM for Data Conversion, Implementation, and Training for additional districts that select either the SIS application or the Special Education application.	\$ 11.72
Cost Per ADM for Annual Maintenance and Support for districts.	\$ 2.56

For service performed from July 1, 2010 through June 30, 2011, the following rates shall apply:

Service Description	Amount (per compensable increment)
Cost per ADM for Data Conversion, Implementation, and Training for additional districts that will use both SIS and the Special Education application.	\$ 24.61
Cost per ADM for Data Conversion, Implementation, and Training for additional districts that select either the SIS application or the Special Education application.	\$ 12.31
Cost Per ADM for Annual Maintenance and Support for districts.	\$ 2.69

For service performed from July 1, 2011 through June 30, 2012, the following rates shall apply:

Service Description	Amount (per compensable increment)
Cost per ADM for Data Conversion, Implementation, and Training for additional districts that will use both SIS and the Special Education application.	\$ 25.85
Cost per ADM for Data Conversion, Implementation, and Training for additional districts that select either the SIS application or the Special Education application.	\$ 12.93
Cost Per ADM for Annual Maintenance and Support for districts.	\$ 2.82

For service performed from July 1, 2012 through June 30, 2013, the following rates shall apply:

Service Description	Amount (per compensable increment)
Cost per ADM for Data Conversion, Implementation, and Training for additional districts that will use both SIS and the Special Education application.	\$ 27.15
Cost per ADM for Data Conversion, Implementation, and Training for additional districts that select either the SIS application or the Special Education application.	\$ 13.58
Cost Per ADM for Annual Maintenance and Support for districts.	\$ 2.96

- 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:
- Dr. Tim Webb
Department of Education
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
- 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 & Division of Administration;
 - (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. 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.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. 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.13. 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.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. 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, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. 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.18. 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.19. 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.20. 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:

Dr. Tim Webb, Deputy Commissioner
 Department of Education
 710 James Robertson Parkway
 6th Floor Andrew Johnson Tower
 Tim.Webb@state.tn.us
 Telephone # 615-741-5158
 FAX # 615-532-4191

The Contractor:

Dan Wistman
 Public Consulting Group, Inc.
 148 State Street, Tenth Floor
 Boston, MA 02109
 Telephone # 617-426-2026
 FAX # 617-426-4632

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. 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.6. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the 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 State law and ethical standards and 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 State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

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.

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

- E.7. 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.8. 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.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.10. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- E.11. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federal 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 federal 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. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The

State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

- E.14. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.15. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of

Actual Damages and any other remedy available at law or equity.

- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment B and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, 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. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State

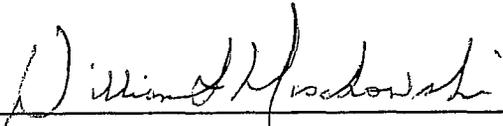
at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- c. State Breach— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.16. 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.

IN WITNESS WHEREOF:

PUBLIC CONSULTING GROUP, INC:

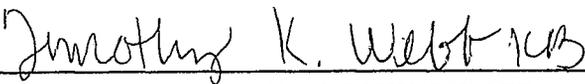
 6-13-08

 CONTRACTOR SIGNATURE DATE

WILLIAM S. MOSAKOWSKI

 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF EDUCATION:

 6/17/08

 TIMOTHY K. WEBB, ACTING COMMISSIONER DATE

APPROVED:

m. d. Goetz, Jr. IKW

fa122807

JUL 02 2008

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

John G. Morgan

7/7/08

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

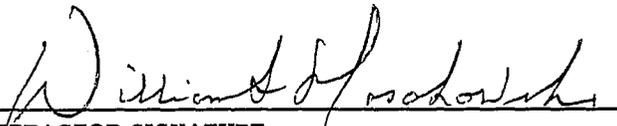
DATE

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Public Consulting Group, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	V-04-2942913

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.

WILLIAM J. MOSAKOWSKI

 PRINTED NAME AND TITLE OF SIGNATORY

6-13-08

 DATE OF ATTESTATION

ATTACHMENT B

Performance Area	Performance Item	Liquidated and Additional Damages
Spec Ed Federal Reporting	Failure of EasyIEP to generate required federal reporting tables as required in Scope of Services items A.18.ii with the condition that failure is exclusively due to negligence, actions, failures or omissions on the Contractor's part.	\$200 per day per report until reports are delivered
Spec Ed Federal Reporting	Failure to provide data import capability into EasyCensus as required in Scope of Services item A.26 with the condition that failure is exclusively due to negligence, actions, failures or omissions on the Contractor's part.	\$200 per day until capability is delivered
EIS Extracts	Failure of Star Student to produce EIS extracts for new school year changes as required in Scope of Services item A.2.a.(1) with the condition that failure is exclusively due to negligence, actions, failures or omissions on the Contractor's part.	\$200 per day until functional deficiencies are corrected
EIS Extracts	Failure of EasyIEP to produce EIS extracts for new school year changes as required in Scope of Services item A.2.a.(2) with the condition that failure is exclusively due to negligence, actions, failures or omissions on the Contractor's part.	\$200 per day until functional deficiencies are corrected

ATTACHMENT B

Performance Area	Performance Item	Liquidated and Additional Damages
Application Functionality	Critical issues that go to the vendor for resolution, failure to resolve within 10 business days after written notification from the State as required in Scope of Services item A.35 with the condition that failure is exclusively due to negligence, actions, failures or omissions on the Contractor's part.	\$200 per day until issue is resolved to start on day eleven after vendor is notified of the issue.

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FA CONTRACT INFORMATION SUPPLEMENT

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

Contract RFS # 331.11-001-09

Contractor: Public Consulting Group, 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

Daniel M. ...

1-25-05

CONTRACTOR PUBLIC CONSULTING GROUP

DATE