

CONTRACT #9
RFS # 331.03-01108
ED # 08-23993
Edison # 2176

Education

VENDOR:
University of Memphis – Center
for Research, Education and
Policy (CREP)



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

BILL HASLAM
GOVERNOR

KEVIN HUFFMAN
COMMISSIONER

To: Lucian Geise, Director, Fiscal Review Committee

From: Kevin Huffman, Commissioner

Date: March 9, 2012

Subject: Request to appear before the fiscal review committee regarding non-competitive amendment RFS # 33103-01108

Please consider the enclosed request for a non-competitive amendment to the contract with the University of Memphis - Center for Research in Educational Policy (CREP). The five year contract serves as the department of education's (DOE) vehicle to collect federally mandated and other critical data: homeless count, consolidated state performance report (CSPR), teacher quality, charter schools, and supplemental education services (SES) provider/parent surveys and SES effectiveness data.

Over the first year of the contract, several items of note occurred. First, the monthly billing was extremely difficult to interpret. There were items for which the state was billed without state approval (i.e. changes to data collection surveys without consent). Second, the leadership at CREP was changing, and key personnel were no longer in place. It was determined at that time that continuing in this manner was not in the best interest of the state.

A meeting of state personnel was convened to review the services provided by CREP and to determine if the contract could simply be terminated. Due to the federal mandates and other confounding factors around the data CREP was collecting, this was not a possibility as the state did not have the capacity to assume these responsibilities at that time.

The state met with the new leadership at CREP to discuss concerns and determined that going forward, all changes must have written approval in advance of the changes being made. In addition, it was agreed the state would annually review its data collection needs and present an updated scope of work for that contractual year as the state was working to increase its internal capacity in data. These decisions were agreeable to the representatives from CREP, and this became the procedure by which we have operated over the last three years.

The DOE was contacted in fall of 2011 from a representative in the contracts office at the University of Memphis regarding this contract, and requested the contract be amended to reflect these changes.

The proposed amendment revises milestone dates, milestone amounts and reduces the maximum liability from \$1,500,000.00 to \$970,796.04 to accurately reflect the changes the DOE and University of Memphis agreed upon, producing a savings of \$529,203.96.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Eve Carney	*Contact Phone:	615-532-1245		
*Original Contract Number:	ED-08-23993-00	*Original RFS Number:	331.03-011-08		
Edison Contract Number: <i>(if applicable)</i>	2176	Edison RFS Number: <i>(if applicable)</i>	N/A		
*Original Contract Begin Date:	12/1/07	*Current End Date:	11/30/12		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	May 15, 2012				
*Department Submitting:	Education				
*Division:	Federal Programs / Data and Communications				
*Date Submitted:	March 9, 2012				
*Submitted Within Sixty (60) days: <i>If not, explain:</i>	Yes N/A				
*Contract Vendor Name:	University of Memphis – Center for Research, Education and Policy (CREP)				
*Current Maximum Liability:	\$1,500,000.00				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2008	FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY: 2013
\$379,721.00	\$283,452.00	\$270,738.00	\$278,861.00	\$287,228.00	\$0.00
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 2008	FY: 2009	FY: 2010	FY: 2011	FY: 2012	FY: 2013
\$0.00	\$252,029.47	\$331,792.56	\$220,473.84	\$75,342.19	\$0.00
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		The department no longer needed certain services due to increased state capacity and changes in federal requirements and funding. This contract is funded 100% from federal NCLB grants which grants the authority through the Tydings Amendment to carryover unobligated funds.			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A			
*Contract Funding Source/Amount:	State:	0.00	Federal:	\$1,500,000.00	
	Interdepartmental:	0.00	Other:	0.00	
If "other" please define:					

Supplemental Documentation Required for
Fiscal Review Committee

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	
Method of Original Award: <i>(if applicable)</i>	Non-Competitive
*What were the projected costs of the service for the entire term of the contract prior to contract award?	Exact costs unknown.

Supplemental Documentation Required for
Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.

Deliverable description	FY:08	FY:09	FY:10	FY:11	FY:12	FY:13
A.2: Performance Report web page	\$0.00	\$60,038.10	\$86,175.86	\$66,458.33	\$16,041.67	\$0.00
A.3: Private school count	\$0.00	\$9,069.56	\$10,934.40	\$14,166.66	\$10,833.33	\$5,000.00
A.4: Homeless Education Program	\$0.00	\$10,807.06	\$12,896.90	\$10,000.01	\$0.00	\$0.00
A.5: Transition to Teach	\$0.00	\$18,740.94	\$19,259.02	\$0.00	\$0.00	0.00
A.6: Education Technology	\$0.00	\$24,534.00	\$57,116.00	\$44,625.00	\$38,625.00	\$15,750.00
A.7: TN Charter School Program	\$0.00	\$13,320.17	\$26,679.86	\$21,250.00	\$8,750.00	\$0.00
A.8: OREA Charter School Report	\$0.00	\$38,250.00	\$0.00	\$0.00	\$0.00	\$0.00
A.9: Supplemental Educational Services	\$0.00	\$77,269.64	\$118,730.52	\$63,973.84	\$48,921.17	\$22,579.00
Total	\$0.00	\$252,029.47	\$331,792.56	\$220,473.84	\$123,171.17	\$43,329.00

Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.

Deliverable description	FY:08	FY:09	FY:10	FY:11	FY:12	FY:13
A.2: Performance Report web page	\$61,000.00	\$(3,388.10)	\$(27,825.86)	\$(6,357.33)	\$45,862.33	\$0.00
A.3: Private school count	\$10,000.00	\$1,230.44	\$(325.40)	\$(3,239.66)	\$421.67	\$(5,000.00)
A.4: Homeless	\$10,000.00	\$(507.06)	\$(2,287.90)	\$926.99	\$11,255.00	\$0.00

Supplemental Documentation Required for
Fiscal Review Committee

Education Program						
A.5: Transition to Teach	\$19,000.00	\$829.06	\$897.98	\$20,762.00	\$21,385.00	\$0.00
A.6: Education Technology	\$31,500.00	\$7,911.00	\$(23,698.00)	\$(10,204.00)	\$(3,171.00)	\$(15,750.00)
A.7: TN Charter School Program	\$50,697.00	\$38,896.83	\$27,104.14	\$34,148.00	\$48,310.00	\$0.00
A.8: OREA Charter School Report	\$38,250.00	\$(38,250.00)	\$0.00	\$0.00	\$0.00	\$0.00
A.9: Supplemental Education Services	\$98,000.00	\$23,670.36	\$(14,762.52)	\$43,113.16	\$61,378.83	\$(22,579.00)
Total	\$318,447.00	\$30,392.53	\$(40,897.56)	\$79,149.16	\$185,441.83	\$(43,329.00)
<p>Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.</p>						
Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:	

ED0823993

Alot ment Center	Cost Center	Grant	Effective Month	Vendor Number	Vendor Name	Vendor Invoice	New Transaction All (2)	Warrant Number	Redeemed Date	Vendor Disbursements
331.0	431	2008 CA7 ACX	JULY 2008	C620648618 00	UNIVERSITY OF MEMPHIS	GR 12975	331 01 7/1/2008 8 001 00005 0 P 00003 3	ED082399 03 R705390	7/1/2008	38,250.00
331.0	431	2008 CA8 ACX	DECEMBER 2008	C620648618 00	UNIVERSITY OF MEMPHIS	GR13662	331 01 12/23/2008 8 201 00005 0 P 52870 3	ED082399 03 R914742	1/2/2009	3,472.95
331.0	464	2008 CD8 ACX	DECEMBER 2008	C620648618 00	UNIVERSITY OF MEMPHIS	GR13662	331 01 12/23/2008 8 201 00004 0 P 52870 3	ED082399 01 R914742	1/2/2009	1,130.26
331.0	469	2008 CQ8 AAX	DECEMBER 2008	C620648618 00	UNIVERSITY OF MEMPHIS	GR13662	331 01 12/23/2008 8 201 00006 0 P 52870 3	ED082399 00 R914742	1/2/2009	448.18
331.0	470	2008 CB8 AAX	DECEMBER 2008	C620648618 00	UNIVERSITY OF MEMPHIS	GR13662	331 01 12/23/2008 8 201 00003 0 P 52870 3	ED082399 04 R914742	1/2/2009	10,751.23
Total										54,052.62

TN_PU_CN021 - Payments against a Contract

Edison Contract ID: 000000000000000000000002176

Fiscal Year: 2012

[View Results](#)

Download results in : [Excel SpreadSheet](#) [CSV Text File](#) [XML File](#) (1 kb)

View All

First 1-3 of 3 Last

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	D.VOUCHER_ID	Year
1 33101	10763.170	000000000000000000000002176	0000002017	University Of Memphis	SED	0000025259	00127208	2012
2 33101	32289.510	000000000000000000000002176	0000002017	University Of Memphis	SED	0000027744	00138253	2012
3 33101	32289.510	000000000000000000000002176	0000002017	University Of Memphis	SED	0000029852	00149441	2012

Non-Competitive Amendment Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprrs.Agsprsr@state.tn.us

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	331.03-011-08	
1. Procuring Agency	Education	
2. Contractor	University of Memphis	
3. Contract #	ED-08-2399300	
4. Proposed Amendment #	1	
5. Edison ID #	0000000000000000000000002176	
6. Contract Begin Date	December 1, 2007	
7. Current Contract End Date – with ALL options to extend exercised	November 30, 2012	
8. Proposed Contract End Date – with ALL options to extend exercised	November 30, 2012	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$1,500,000.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$970,796.11	
11. Office for Information Resources Endorsement – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
12. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Human Resources Support – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
14. Explanation Need for the Proposed Amendment	<p>This amendment is to reduce the maximum liability of the contract and to revise the payment methodology to reflect the reduction. Over the life of the contract, the state's capacity to assume these tasks has increased.</p>	
15. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution	N/A	

Request Tracking #	331.03-011-08
<p>16. Evidence Contractor's Experience & Length Of Experience Providing the Service</p> <p>Prior to this contract, the University of Memphis received a non-competitive grant contract for five years during which the University of Memphis developed the web-based software to evaluate state programs. The Center for Research in Educational Policy has expertise in the evaluation of state programs and data. The services provided through this contract have utilized and expanded on platforms developed in the prior contract, making it more cost-efficient for the state.</p>	
<p>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</p> <p>No efforts were made to identify procurement alternatives at this time as these services will no longer be needed after the expiration of the contract: November 30, 2012 due to the state's increased capacity to absorb many of the tasks currently performed by Center for Research in Educational Policy at the University of Memphis.</p>	
<p>18. Justification -- <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>The purpose of this amendment is to reduce the maximum liability of the contract which requires a revision of the payment methodology. This contract expires November 30, 2012 and these services will not be re-bid; therefore, it is in the best interest of the state to amend the existing contract – decreasing the maximum liability.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p style="text-align: center;"> 2/1/12</p>	



OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Kristen McKeever, Director of Contracts
E-mail : Kristen.McKeever@tn.gov

DATE : January 25, 2012

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 331.03-011-08
OIR Endorsement Signature & Date:
 Chief Information Officer
1/26/12
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Education
Agency Contact (name, phone, e-mail)	Eve Carney, 532-1245, Eve.Carney@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input checked="" type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable- ISP Project#	
Response Confirmed by IT Director/Staff (name):	Lisa Howard, Executive Director of IT

Applicable RFS # 331.03-011-08
Required Attachments (as applicable – copies without signatures acceptable) <input type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request <input checked="" type="checkbox"/> Original Contract/Grant or Amendment <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment
Subject Information Technology Service Description (Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, <i>etc.</i> As applicable, identify the contract & solicitation sections related to the IT services.) Electronic data collection and reporting system. Proposed amendment is to decrease the maximum liability and revise payment milestones. There are no changes in the scope.



CONTRACT AMENDMENT

Agency Tracking # 33103-01108	Edison ID 000000000000000000002176	Contract # ED0823993	Amendment # 1		
Contractor Legal Entity Name University of Memphis			Edison Vendor ID 0000002017		
Amendment Purpose & Effect(s) Reduce the maximum liability to reflect changes in services.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: November 30, 2012			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			(\$529,203.89)		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$0.00	\$252,029.47	\$0.00	\$0.00	\$252,029.47
2010	\$0.00	\$331,792.56	\$0.00	\$0.00	\$331,792.56
2011	\$0.00	\$220,473.88	\$0.00	\$0.00	\$220,473.88
2012	\$0.00	\$123,171.17	\$0.00	\$0.00	\$123,171.17
2013	\$0.00	\$43,329.03	\$0.00	\$0.00	\$43,329.03
TOTAL:	\$0.00	\$970,796.11	\$0.00	\$0.00	\$970,796.11
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>John S. Sharp 2-6-2012</i>			OCR USE		
Speed Chart (optional) Various		Account Code (optional) Various			

S U P P L E M E N T A L S U M M A R Y S H E E T

RFS Number		33103-01108						
Edison ID		000000000000000000002176						
Fiscal Year	Department ID	Speedchart Number	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2009	331030000	ED00000085	347000	70803000	25000	CB8/AAX	84.010	\$146,377.30
2009	331030000	ED00000110	346900	70803000	25000	CQ9/ACX	84.196	\$10,807.06
2009	331030000	ED00000087	346400	70803000	25000	CD8/ACX	84.350	\$18,740.94
2009	331030000	ED00000088	347900	70803000	25000	CY8/AAX	84.318	\$24,534.00
2009	331030000	N/A	343100	70803000	25000	CA8/ACX	84.298	\$51,570.17
2010	331030000	ED00000085	347000	70803000	25000	ED0000CB9AAX09	84.010	\$215,840.78
2010	331030000	ED00000110	346900	70803000	25000	ED0000CQ9AAX09	84.196	\$12,896.90
2010	331030000	ED00000087	346400	70803000	25000	ED0000CD9CAX09	84.350	\$19,259.02
2010	331030000	ED00000088	347900	70803000	25000	ED0000CY9AAX09	84.318	\$57,116.00
2010	331030000	ED00000109	343100	70803000	25000	ED0000CP10AAX10	84.298	\$26,679.86
2011	331030000	ED00000085	347000	70803000	25000	ED0000CB10AAX10	84.010	\$144,598.88
2011	331030000	ED00000110	346900	70803000	25000	ED0000CQ10AAX10	84.196	\$10,000.00
2011	331030000	ED00000088	347900	70803000	25000	ED0000CY10AAX10	84.318	\$44,625.00
2011	331030000	ED00000109	343100	70803000	25000	ED0000CP10AAX10	84.298	\$21,250.00
2012	331030000	ED00000085	347000	70803000	25000	ED0000CB11AAX11	84.010	\$75,796.17
2012	331030000	ED00000088	347900	70803000	25000	ED0000CB11AAX11	84.010	\$38,625.00
2012	331030000	ED00000109	343100	70803000	25000	ED0000CP10AAX10	84.298	\$8,750.00
2013	331030000	ED00000085	347000	70803000	25000	ED0000CB12AAX12	84.010	\$27,579.03
2013	331030000	ED00000088	347900	70803000	25000	ED0000CB12AAX12	84.010	\$15,750.00
TOTAL								\$970,796.11

**AMENDMENT 1
OF CONTRACT ED0823993**

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and University of Memphis, 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. 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 nine hundred seventy thousand seven hundred ninety-six dollars and eleven cents (\$970,796.11). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor 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.

2. 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:
 - (1) For service performed December 1, 2007, through November 30, 2008, the following rates shall apply:

Service Description	Amount (per compensable increment)
Data collection & web hosting: EDEN/CSPR; A.3-A.4.	\$77,800.00 invoiced over 12 months
Private school count/report; A.5.	\$10,004.00 invoiced over 12 months
Homeless education program; A.6.	\$10,804.00 invoiced over 12 months
Transition to teach program; A.7.	\$19,000.00 invoiced over 12 months
Education technology program; A.8.	\$50,150.00 invoiced over 12 months
Tennessee charter schools program; A.9.	\$25,000.03 invoiced over 12 months
Tennessee charter schools program; A.10.	\$38,250.00 invoiced over first three months
Supplemental educational services; A.11.	\$98,000.00 invoiced over 12 months

- (2) For service performed December 1, 2008, through November 30, 2009, the following rates shall apply:

Service Description	Amount (per compensable increment)
Data collection & web hosting: EDEN/CSPR; A.3-A.4	\$68,413.96 invoiced over 12 months
Private school count/report; A.5.	\$833.33 / per month
Homeless education program; A.6.	\$12,899.96 invoiced over 12 months
Transition to teach program; A.7.	\$1,583.33 / per month
Education technology program; A.8.	\$2,625.00 / per month
Tennessee charter schools program; A.9.	\$1,250.00 / per month
Supplemental educational services; A.11.	\$8,166.68 / per month

- (3) For service performed December 1, 2009, through November 30, 2010, the following rates shall apply:

Service Description	Amount (per compensable increment)
Data collection & web hosting: EDEN/CSPR; A.3-A.4.	\$4,583.33 / per month
Private school count/report; A.5.	\$833.33 / per month
Homeless education program; A.6.	\$833.34 / per month
Education technology program; A.8.	\$2,625.00 / per month
Tennessee charter schools program; A.9.	\$1,250.00 / per month
Supplemental educational services; A.11.	\$3,763.17 / per month

- (4) For service performed December 1, 2010, through November 30, 2011, the following rates shall apply:

Service Description	Amount (per compensable increment)
Data collection & web hosting: EDEN/CSPR; A.3-A.4.	\$2,291.67 / per month
Private school count/report; A.5.	\$833.33 / per month
Education technology program; A.8.	\$2,625.00 / per month
Tennessee charter schools program; A.9.	\$1,250.00 / per month
Supplemental educational services; A.11.	\$3,763.17 / per month

- (5) For service performed December 1, 2011, through November 30, 2012, the following rates shall apply:

Service Description	Amount (per compensable increment)
Private school count/report; A.5.	\$833.33/ per month
Education technology program; A.8.	\$36,000.00/ invoiced over 12 months
Supplemental educational services; A.11.	\$3,763.17 / per month

3. 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 present said invoices no more often than monthly, with all necessary supporting documentation, to:

Eve Carney, Associate Director of School Improvement and Discretionary Grants
Tennessee Department of Education
710 James Robertson Parkway
Andrew Johnson Tower 5th Floor
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)
- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Education & Federal Programs
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (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
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice 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) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

4. 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:

Eve Carney, Associate Director of School Improvement and Discretionary Grants
Tennessee Department of Education
710 James Robertson Parkway
Andrew Johnson Tower 5th Floor
Nashville, TN 37243
Eve.Carney@tn.gov
Telephone # 615-532-1245
FAX # 615-253-5703

The Contractor:

Marty Alberg, Ph.D., Assistant Dean, P12 Programs
Director, Center for Research and Educational Policy
College of Education
University of Memphis
332 Browning Hall
Memphis, TN 38152
malberg@memphis.edu
Telephone # 901-678-3561
FAX # 901-678-4257

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

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective May 15, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

UNIVERSITY OF MEMPHIS:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

KEVIN HUFFMAN, COMMISSIONER

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
Curtis Johnson
Gerald McCormick
Mary Pruitt
Craig Fitzhugh, *ex officio*
Speaker Jimmy Nafich, *ex officio*

Donna Rowland
David Shepard
Curry Todd
Eddie Yokley

Sen. Douglas Henry, Vice-Chairman

Senators

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

Reginald Tate
Jamie Woodson

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

DATE: November 13, 2007

SUBJECT: Contract Comments
(Contract Services Subcommittee Meeting 11/13/07)

cc
BK

RFS# 331.03-011

Department: Education

**Contractor: University of Memphis - Center for Research in
Education Policy (CREP)**

**Summary: The proposed five-year contract is for the provision of
data collection, analysis, and evaluation services relating to the No
Child Left Behind Act of 2001 (NCLB). The contract has a start
date of December 1, 2007, and an ending date of November 30, 2012.
Maximum liability: \$1,500,000**

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



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, Executive Director, Fiscal Review Committee
FROM: Lana C. Seivers, Commissioner *Lana C. Seivers/OK*
DATE: November 5, 2007
RE: Request to appear before Fiscal Review Committee regarding Non-Competitive Contract RFS # 331.03-011-08

Please consider the enclosed information regarding a request for Non-Competitive Contract with University of Memphis, Center for Research in Education Policy (CREP).

The proposed contract will allow the following:

- A survey of student participation at the district and state level in No Child Left Behind (NCLB) programs including Titles I (education of economically disadvantaged), IIA (teacher quality), IID (education technology), V (innovative programs), VI (rural, low income schools), X (homeless education), and private school participation in NCLB.
- A survey of all Tennessee teachers on professional development needs and activities related to high quality professional development as required under Title IA and IIA as a component of district accountability at the school, district, and state levels.
- A survey of all Tennessee schools on the status of integration of educational technology in the instructional process required as a reporting requirement under Title IID.

The proposed contract is needed for the following:

- For NCLB grants that are awarded to the State based on a formula (Titles I, IIA, IID, V, VI, and X), EDGAR Section 75.720 (Financial and Performance Reports) requires the Department to submit performance reports to the Secretary of Education as required by the U.S. Department of Education. This contract collects data from districts across the State to meet this requirement.
- The Elementary and Secondary Education Act (ESEA) as amended by the NCLB Act of 2001, Section 1116(e)(4) requires that the State evaluate supplemental education service providers. The Supplemental Education Service evaluation in this contract assists the state in meeting that requirement.
- T.C.A. 49-13-128 necessitates that the office of education accountability generate a summative report on the state of Tennessee charter schools and national charter school findings prior to February 2008. The charter school report submitted in the first year of this contract assists the State in meeting this requirement.

The request for Non-Competitive Contract was submitted late and incorrectly for the following:

- Former Director of Contracts misunderstood the policy and procedures.
- The request was submitted to the Office of Contract Review (OCR) by the former Director of Contracts. He was waiting for a response from OCR before submitting to the Fiscal Review Committee.

The new Director of Contracts has been informed of the correct procedures for this process and will submit all requests for review accordingly in the future.

Thank you for your consideration.

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

Authorization and Acknowledgement of Compliance with Confidentiality Laws

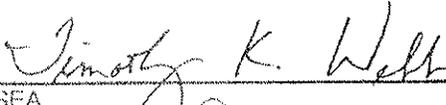
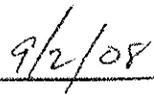
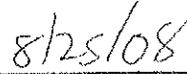
Whereas, TN Department of Education (SEA) has contracted with University of Memphis (Vendor) on December 1, 2007 (contract #ED-08-23993-00), for analysis, data collection and evaluation services relative to the implementation of TN Public Charter Schools Act of 2002, and

Whereas, The above referenced contract may require the disclosure by the SEA to Vendor 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 SEA and Vendor hereby agree as follows:

1. Vendor, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This student information may include: *name, social security number, grade level, race/ethnicity, gender, FRPL status and achievement data.*
2. Vendor as authorized representative of SEA 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 SEA.
3. Vendor agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

 SEA	Date	
 Vendor	Date	

CY07
#891

8-5-05

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED *per FRC recommendation*

M. D. Goetz

Commissioner of Finance & Administration

Date: **NOV 21 2007**

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.

		OGR
1) RFS #	331-03-011-08	OCT 29 2007
2) State Agency Name :	Department of Education	RECEIVED
3) Service Caption :	Data collection, analysis and evaluation services for Federal Programs Title I, II, V, VI and X	
4) Proposed Contractor :	University of Memphis, Center for Research in Education Policy (CREP)	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	December 1, 2007	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	November 30, 2012	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$1,500,000	
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>There are two main services that the State will acquire from this contract: data collection and program evaluation. The state will not acquire the software or host the web-based applications.</p> <p>Data Collection</p> <p>The data collection includes:</p> <ol style="list-style-type: none"> 1. Student participation at the district and state level in NCLB programs including Titles I (education of economically disadvantaged), IIA (teacher quality), IID (education technology), V (innovative programs), VI (rural, low income schools), X (homeless education), and private school participation in NCLB. 2. Survey of all Tennessee teachers on professional development needs and activities related to high quality professional development as required under Title IA and IIA as a component of district accountability at the school, district, and state levels; and, 3. Survey of all Tennessee schools on the status of integration of educational technology in the instructional process required as a reporting requirement under Title IID. <p>The tasks that support the data collection scope include:</p> <ol style="list-style-type: none"> 1. Development and implementation of a web-based data entry form; 		

2. Maintenance of a help desk to provide data-entry support for local educators;
3. Follow up with delinquent school districts that have not submitted required data; and,
4. Provision of summary reports at the school, district, and state levels.

These data collection tasks support the federal reporting requirements of No Child Left Behind Act under Titles I, II, V, VI, and X.

Analysis and Evaluation Studies

The tasks that support the evaluation studies include:

1. Literature review of similar existing education programs such as charter school research, supplemental education research, and alternative teacher licensing research;
2. The design of a research-based evaluation study to measure the effectiveness of the designated educational program;
3. The implementation of the research design which includes components such as:
 - a. Analysis of the Tennessee Value-Added Data in partnership with Dr. Bill Sanders of SAS;
 - b. Classroom observations of teachers to measure program implementation;
 - c. Surveys of educators, parents, and service providers; and,
 - d. Interviews of key stakeholders;
4. The production of a final report which evaluates the designated program.

The final statewide reports that are produced include the studies for charter schools, for supplemental educational services, and for alternative teacher licensing programs (Transition to Teach federal grant). The charter school study also provides individual charter school reports for each charter school.

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

There are multiple reasons that the Department is procuring these services.

1. For NCLB grants that are awarded to the State based on a formula (Titles I, IIA, IID, V, VI and X), EDGAR Section 75.720 requires the Department to submit performance reports to the Secretary of Education as required by the U.S. Department of Education. This contract collects data from districts across the State to submit to the U.S. Department of Education to meet this requirement;
2. The Elementary and Secondary Education Act (ESEA) as amended by the No Child Left Behind Act of 2001, Section 1116 (e)(4) requires that the State evaluate supplemental education service providers. The Supplemental Education Service evaluation in this contract assists the State in meeting that requirement.
3. T.C.A. 49-13-128 necessitates that the office of education accountability generate a summative report on the state of Tennessee charter schools and national charter school findings prior to February 2008. The charter report submitted in the first year of this contract assists the State in meeting this requirement.
4. For NCLB grants that are awarded to the State based on a competition in which the State submitted an application (Transition to Teacher and Charter School Grant), EDGAR Section 75.720 requires the Department to submit performance reports to the Secretary of Education as required by the U.S. Department of Education. In addition, as a component of the approved application, the State addressed how it would evaluate the outcomes of these projects. This contract collects data for submission to the U.S. Department of Education to meet EDGAR reporting requirements and evaluates both projects committed to in its approved applications.

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

As previously recommended, this service has been purchased in the past from the University of Memphis through a grant contract for approximately five years. As currently requested, the SDE will be originating the contract as a "Fee for Service."

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

Center for Research in Education Policy (CREP), at the University of Memphis

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

CREP was established by the State as a Center of Excellence for educational policy. It is staffed with professionals who specialize in educational research and policy, especially as it relates to the state of Tennessee. Because of this expertise, CREP has partnered with the Tennessee Department of Education to provide research on important education initiatives in the state including Reading First, education technology integration, comprehensive school reform, supplemental educational services, alternative licensing programs, and charter schools. The proposed contract contains services that CREP has been performing excellently for the Department for approximately five years.

CREP's director, Dr. Steven Ross, is a highly respected national scholar of education and is widely published. He has worked in cooperation with Dr. Bill Sanders, Senior Manager of Value-Added Assessment and Research at SAS Institute, Inc., who is also a nationally recognized scholar of education, in providing relevant analysis in the area of Tennessee's value-added assessment system of student achievement. Because of the outstanding work that CREP has done in Tennessee on many of these initiatives, other states have contracted with CREP to provide similar services. In addition, the United States Department of Education has invited Dr. Ross to speak at national conferences on the evaluation of supplemental educational services. Because of CREP's many years of experience with the State in evaluating educational programs and the recognition at the national level of CREP's expertise in these areas, it is the best vendor to provide the proposed services to the Department.

14) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one: Documentation Not Applicable to this Request Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one: Documentation Not Applicable to this Request 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: Documentation Not Applicable to this Request Documentation Attached to this Request

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

No other agency was solicited due to the fact that CREP has performed similar data collection and evaluation studies for approximately the past five years through a grant instead of a contract. The State has incurred the cost of the development of necessary on-line tools and processes through previous grant contracts and thus is only a continuation of services.

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.)

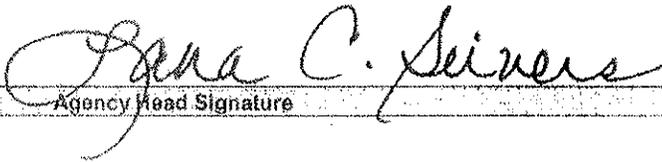
There are several reasons that justify the State's position in requesting a non-competitive contract with CREP instead of using a competitive process to procure these services.

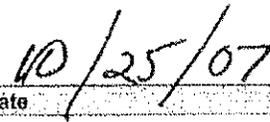
1. First, as CREP has performed these services for the Department for many years, it has the historical data and background knowledge that other vendors would lack. For another vendor to perform similar tasks, the vendor would need additional and significant resources to develop software applications to collect and analyze the comprehensive levels of data. CREP has already collected prior year data and has at its disposal.
2. The charter school study that is commissioned by the Office of Research and Educational Accountability, Comptroller of the Treasury, as mandated in T.C.A. 49-13-128, will expand the continuing study that the State has already initiated with CREP. This will allow for a more comprehensive and robust analysis of charter schools.
3. A new vendor would not be able to retroactively collect faculty, administration, students and parent data that are necessary components in the Tennessee charter school legislation as outlined in T.C.A. 49-13-102, "options for parents... provide greater decision making authority to schools and teachers...create new professional opportunities...afford parents substantial meaningful opportunities to participate." The same challenge would exist for a new vendor for the other areas of research covered by this proposed contract such as supplemental educational services and alternative licensing programs.
4. Two of the studies contained in the proposed contract require the sharing of data and analysis between CREP and Dr. Bill

Sanders so that the Tennessee Value-Added System information can be incorporated. CREP and Dr. Sanders have negotiated an agreement for this data and analysis that a new vendor would need to negotiate in a similar agreement with Dr. Sanders.

5. The cost of the initial development to establish the framework to provide the services has already been incurred by the State. For example, in its previous grant with CREP to provide similar services, the State has already covered the cost of the development of the on-line professional development survey for teachers and the on-line reporting tool to collect school district information. If the State were to contract with another vendor, the cost to cover developmental expenses would need to be included.
6. CREP has the necessary historical experience, human resource skills and previous dataset necessary to obtain the highest scholarly analysis at a cost that has an economy of scale that reflects the most efficient usage of taxpayer funds. For the past three years, CREP has provided the State with reliable and exemplary data analysis in the areas that are included in the proposed scope.

REQUESTING AGENCY HEAD SIGNATURE & DATE :
(must be signed & dated by the procuring agency head or authorized signatory)


Agency Head Signature


Date

CONTRACT SUMMARY SHEET

121107

RFS # 331.03-011-08	Contract # ED-08-23993-00
State Agency Department of Education	State Agency Division Administration
Contractor Name UNIVERSITY OF MEMPHIS	Contractor ID # (FEIN or SSN) <input checked="" type="checkbox"/> C- or <input type="checkbox"/> V- C620648618-00

Service Description Title I			
Contract BEGIN Date December 01, 2007	Contract END Date November 30, 2012	Subrecipient or Vendor? Subrecipient	CFDA # See Supplement Form

Mark Each TRUE Statement

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

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
331 03	VAR	130	25	VAR	VAR
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2008	\$0.00	\$379,721.00	\$0.00	\$0.00	\$379,721.00
2009	\$0.00	\$283,452.00	\$0.00	\$0.00	\$283,452.00
2010	\$0.00	\$270,738.00	\$0.00	\$0.00	\$270,738.00
2011	\$0.00	\$278,861.00	\$0.00	\$0.00	\$278,861.00
2012	\$0.00	\$287,228.00	\$0.00	\$0.00	\$287,228.00
TOTAL:	\$0.00	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00

--- 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 March 26, 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:			APR 17 2008 MAR 28 2008
End Date			

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

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT minority/disadvantaged	

Contractor Selection Method

<input type="checkbox"/> RFP	<input checked="" type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *
<input type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	

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

The service was purchased in the past from the University of Memphis through a non-competitive grant contract for approximately five years. The University of Memphis has developed the web-based software and has a national expertise in evaluating the state's programs. Utilizing another contractor would create significant additional costs. Therefore, the state has negotiated the best possible price for these services.

MAR 27 2008
 RECEIVED

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 A L S C H E D U L E

Contract Number	ED-08-23993-CO						
Fiscal Year	2008						
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
331.03	469	130	25	CQ8	ACX	84.196A	\$10,000.00
331.03	464	130	25	CD7	ACX	84.350B	\$20,000.00
331.03	479	130	25	CY7	AAX	84.318A	\$39,319.00
331.03	431	130	25	CA7	ACX	84.298A	\$88,947.00
331.03	470	130	25	CB7	AAX	84.010A	\$221,455.00
Fiscal Year	2009						
331.03	470	130	25	CB8	AAX	84.010A	\$66,950.00
331.03	469	130	25	CQ9	ACX	84.196A	\$10,300.00
331.03	464	130	25	CD8	ACX	84.350B	\$20,600.00
331.03	431	130	25	CA8	ACX	82.298A	\$52,217.00
331.03	479	130	25	CY8	AAX	84.318A	\$32,445.00
331.03	470	130	25	CB8	ACX	84.010A	\$100,940.00
Fiscal Year	2010						
331.03	470	130	25	CB9	AAX	84.010A	\$68,959.00
331.03	469	130	25	CQ0	ACX	84.196A	\$10,609.00
331.03	479	130	25	CY9	AAX	84.318A	\$33,418.00
331.03	431	130	25	CA9	ACX	84.298A	\$53,784.00
331.03	470	130	25	CB9	ACX	84.010A	\$103,968.00
Fiscal Year	2011						
331.03	470	130	25	CB0	AAX	84.010A	\$71,028.00

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
UNIVERSITY OF MEMPHIS**

This Contract, by and between the State of Tennessee, **DEPARTMENT OF EDUCATION**, hereinafter referred to as the "State" and **UNIVERSITY OF MEMPHIS**, hereinafter referred to as the "Contractor," is for the provision of evaluation activities relative to the No Child Left Behind Act of 2001, as further defined in the "SCOPE OF SERVICES."

Contractor Federal Employer Identification Number: C620648618-00

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 following definitions apply to terms used in the Scope of Services for this contract.
- a. Education Data Exchange Network (EDEN) – U.S. Department of Education centralized coordinated repository of state K-12, education and performance data. It includes an electronic data submission and survey tools.
 - b. Consolidated State Performance Report (CSPR) - the required annual reporting tool for each State, the District of Columbia, and Puerto Rico as authorized under Section 9303 of the Elementary and Secondary Education Act (ESEA), as amended by the No Child Left Behind Act of 2001 (NCLB).
 - c. NCLB - No Child Left Behind Act of 2001 is a federal act to close the achievement gap with accountability, flexibility, and choice.
 - d. Local Education Agency (LEA) – Local school districts.
 - e. Fellow – First year teacher who has been successfully admitted into a specific program.
 - f. Mentor – An experienced teacher who supports a beginning teacher.
- A.3. The Contractor will be responsible for hosting all data collection and reporting systems. These data collection and reporting systems will not reside on State servers and will never become the intellectual property of the state.
- A.4. The Contractor will continue implementing the electronic data collection and reporting system which produces data for the EDEN files, the CSPR, and other reports created by the State. The Professional Development Survey, the Paraprofessional Data Collection, and the Administrator's Page for NCLB Data Collection Modules are designed to meet the reporting requirement of the U.S. Department of Education.
- a. Data collection for in NCLB programs including:
 - i. Title I (Education of Economically Disadvantaged and Public School Choice/Supplemental Educational Services, CSPR Title I-Part A)
 - ii. Title IIA (Teacher Quality, Professional Development Survey),
 - iii. Title IID (Education Technology, Technology Survey)
 - iv. Title V (Innovative Programs, CSPR Title V - Part A)
 - v. Title VI (Rural, Low Income Schools, CSPR Title VI - Part B Subpart 1)
 - vi. Title X (Homeless Education)
 - vii. Private school participation in NCLB (Private School Data Collection).
 - b. Date of submission is automatically captured upon respondent's submission.
 - c. Response rate calculator for Professional Development Survey using the number of teachers at each district provided by the State.

- d. District and school names for the Administrator's Page for NCLB Data Collection Modules.
- e. A field for the LEA to describe how the Rural and Low Income School program funds helped the district increase student academic achievement. Provide quantitative data where available.
- f. A field for the LEA to describe how the Rural and Low Income School program funds helped the district increase graduation rate. Provide quantitative data where available.

Performance Measures (A.4.): Reports will be provided to the State, upon request, in a web-based or Excel format at the school, district, and state aggregated levels.

- A.5. The Contractor will implement the comprehensive online data collection system for producing the Private School Count/Report. In addition to the specifications noted, as appropriate, in A.4. the following components will be added to the system:

- a. A box to enter the number of students in Title I, Part A.
- b. Date of submission is automatically captured upon respondent's submission.

Performance Measures (A.5.): Reports will be provided to the State, upon request, in a web-based or Excel format at the district, and state aggregated levels.

- A.6. The Contractor will develop and implement a comprehensive online data collection system for Homeless Education Program. In addition to the specifications noted, as appropriate, in A.4. the following components will be added to the system:

- a. Homeless Data count for districts with subgrants.
- b. Homeless Data Count for districts without subgrants.

Performance Measures (A.6.): Reports will be provided to the State, upon request, in a web-based or Excel format at the district, and state aggregated levels. The reports will show results for districts with and without McKinney-Vento sub grants.

- A.7. The Contractor will provide a data collection tool for the Transition to Teach program for fiscal years 2007-08 and 2008-09. The following components will be added to the system:

- a. Change all references from "Teach Tennessee" to "Transition to Teach."
- b. Online-Course Questionnaire administered to the first year Fellows.
- c. End of year "Participant" Questionnaire administered to first and second year Fellows.
- d. Focus group with randomly selected Fellows.
- e. Focus group (or questionnaire) with the Mentors.
- f. Principal Questionnaire.
- g. Performance data (e.g., number of participants, retention rate, etc.).

Performance Measures (A.7.): An evaluation report will be prepared from data collected.

- A.8. The Contractor will develop a web-based data collection and reporting system for the educational technology reports and requirements. The following components will be added to the system:

- a. Survey of all Tennessee schools on the status of integration of educational technology in the instructional process required as a reporting requirement under Title IID.

Performance Measures (A.8.): Survey results will be provided on-line to the participants.

- A.9. The Contractor will develop and implement an evaluation system to provide school-level and aggregate evaluation information for the Tennessee Charter Schools program. The evaluation methodology will employ multiple quantitative and limited qualitative data sources such as questionnaires, interviews, classroom observations, and student achievement assessments.

- a. Assess data for the Tennessee charter school program.
- b. Provide formative evaluation data by school.
- c. Student-level analysis of achievement outcomes for Tennessee charter schools.
- d. Assistance to the State in identifying and disseminating effective practices identified in the State's charter schools.
- e. Technical assistance regarding charter school evaluation.

Performance Measures (A.9.): Annual evaluation report and/or students-level analysis of achievement outcomes for charter schools and formative evaluation reports to participating charter schools.

- A.10. The Contractor will augment its existing surveys and methodology to measure charter school student achievement, parental involvement, teaching methods, pupil performance, faculty perceptions, and faculty professional opportunities for data collection and analyses necessary to fulfill Office of Research and Education Accountability's (OREA), Office of the Comptroller, reporting requirements under Acts 2005, Public Chapter 414. This augmentation will be performed in fiscal year 2007-08.
 - a. Review selected charter schools' authorizers, principals, and /or board members, providing data and consulting with OREA in an interpretation of the findings.
 - b. Examine and collaborate with OREA's interpretation of achievement in charter schools in OREA's conducted literature review of studies of charter school programs in other states.

Performance Measures (A.10.): Site-based and overall reports on findings and implications.

- A.11. The Contractor will develop and implement an evaluation plan to examine the provision of Supplemental Educational Services (SES) in Tennessee, as well as the effectiveness of each provider in attaining objectives and meeting federal and state requirements. The evaluation methodology will employ multiple quantitative and qualitative data sources including questionnaires, interviews, and thorough analysis of student achievement.
 - a. Provide technical assistance regarding supplemental educational services to the State.

Performance Measures (A.11.): Annual report including a descriptive study of SES implementation in districts and schools and an evaluation study of SES providers' compliance and effectiveness.

- A.12. The Contractor shall contact the LEA's that have failed to input their data by the timelines provided by the State.
- A.13. The Contractor shall modify questions, when appropriate, to fulfill U.S. Department of Education and State Reporting requirements.
- A.14. The Contractor shall provide and maintain a help desk to provide data-entry support for local educators when appropriate.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on December 1, 2007 and ending on November 30, 2012. 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 One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service

and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

SERVICE UNIT / MILESTONE	AMOUNT
Performance Report Web Page (A.3.-A.4.)	\$325,755/Invoiced over 60 months
Private School Count/Report (A.5.)	\$ 53,091/Invoiced over 60 months
Homeless Education Program (A.6.)	\$ 53,091/Invoiced over 60 months
Transition to Teach Program (A.7.)	\$40,600/Invoiced over first 24 months
Education Technology Program (A.8.)	\$175,057/Invoiced over 60 months
Tennessee Charter Schools Program (A.9.)	\$269,156/Invoiced over 60 months
Tennessee Charter Schools Program (A.10.)	\$38,250/Invoiced over first 3 months
Supplemental Educational Services (A.11.)	\$545,000/Invoiced over 60 months

- 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. Debra E. Owens, Associate Executive Director
 DEPARTMENT OF EDUCATION
 5th Floor Andrew Johnson Tower
 710 James Robertson Parkway
 Nashville, TN 37243
 Telephone # 615-253-2588

FAX # 615-253-5706

- 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 - Teaching and Learning/Federal Programs;
 - (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 and identify the federal program title fund;
 - 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. Pursuant to *Tennessee Code Annotated*, Section 9-4-604, the State is not to issue warrants for payments to persons who are in default to the State until such arrearages are paid.

If applicable to the Contractor, the Contractor agrees that, should such an arrearage exist during the term of this Contract, the State shall have the right to deduct from payments due and owing to the Contractor any and all amounts as are necessary to satisfy the arrearage. Should a dispute arise concerning payments due and owing to the Contractor under this Contract, the State reserves the right to withhold said disputed amounts pending final resolution of the dispute.

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. Any liability of the Contractor to the State and third parties for any claims, losses, or costs arising out of or related to acts performed by the Contractor under this agreement shall be governed by the Tennessee Claims Commission Act, *Tennessee Code Annotated*, Section 9-8-301, *et seq.*
- 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 "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. 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.7. 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.8. 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.9. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.10. 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.11. 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.
- D.12. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.13. 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.14. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.15. 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.16. 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:

Sherry Perry, Education Technician
DEPARTMENT OF EDUCATION
5th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Sherry.Perry@state.in.us
Telephone # 615-253-5209
FAX # 615-253-5706

The Contractor:

Dr. Steven M. Ross
UNIVERSITY OF MEMPHIS

332 Browning Hall
Memphis, TN 38152
snross@memphis.edu
Telephone # 901-678-3182
FAX # 901-678-4257

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.

E.4. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

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

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

E.5. 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.6. 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.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.8. 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.9. 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 offense 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.10. 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:

UNIVERSITY OF MEMPHIS:

Shirley C. Raines MAR 18 2008
CONTRACTOR SIGNATURE DATE

Shirley C. Raines, President
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF EDUCATION:

Timothy K. Webb 3/24/08
TIMOTHY K. WEBB, ACTING COMMISSIONER DATE

APPROVED:

M.D. Goetz, Jr. JP 4-8-08
M. D. GOETZ, JR., COMMISSIONER DATE
DEPARTMENT OF FINANCE AND ADMINISTRATION

John G. Morgan 4/6/08
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE