

**CONTRACT #12**  
**RFS # 331.50-02111**  
**FA # 12-35859**  
**Edison # 141049**

**Education**  
**Teacher Evaluation Division**

**VENDOR:**  
**My Learning Plan, Inc.**



STATE OF TENNESSEE  
**DEPARTMENT OF EDUCATION**

6<sup>th</sup> 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: December 12, 2011

RE: Request to appear before fiscal review committee regarding non-competitive amendment RFS # 33150-02111

Please consider the enclosed request for non-competitive amendment to the contract with My Learning Plan, Inc. The contract provides a state data system to be built for the teacher and principal evaluation model. This amendment will allow for the following:

- (1) Revise the statement of work enhancing the provisions within A.7.b. (Value Added Score). This enhancement will allow the state to see which growth measure score the educator has selected, the educator group that the personnel belong to, as well as the final 1-5 score they receive on their evaluation.
- (2) Revise the statement of work expediting and enhancing the provisions within A.7.c. (Academic Achievement Measure). This enhancement will allow the state to see which achievement measure the educator has selected, the educator group that the personnel belong to, as well as the final 1-5 score they receive on their evaluation.
- (3) Revise the statement of work expediting and enhancing the provisions within A.7.e. (Reporting). This enhancement will enable the state, districts, and schools to run reports on their observation data. This will help better implement the evaluation system.
- (4) Additional statement of work provisions for the Principal Evaluation module within A.7. (Project Modules). This addition will allow the state to track scores for the principal evaluations that are being completed throughout the year.
- (5) Additional statement of work provisions for the Application Programming Interface (API) module within A.7. (Project Modules). This addition will allow districts using alternate data systems to transfer their data into the state data system for state analysis.

The state has identified a need to expedite and enhance features of the data system for accurate data collection and reporting processes. The revisions will allow the state to look at a wider variety of variables involved in the evaluation process. This in turn will enable the state to make more informed decisions on the evaluation process going forward.

Thank you for your consideration.

KH: as

cc: Emily Barton, Acting Director of Educator Evaluation  
Kristen McKeever, Director of Contracts

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Aneesh Sohoni	*Contact Phone:	615-741-4938
*Original Contract Number:	33150-02111	*Original RFS Number:	33150-02111
Edison Contract Number: <i>(if applicable)</i>	26940	Edison RFS Number: <i>(if applicable)</i>	n/a
*Original Contract Begin Date:	July 1, 2011	*Current End Date:	June 30, 2014
Current Request Amendment Number: <i>(if applicable)</i>	1		
Proposed Amendment Effective Date: <i>(if applicable)</i>	February 15, 2012		
*Department Submitting:	Education		
*Division:	Teacher Evaluation		
*Date Submitted:	November 21, 2011		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>	n/a		
*Contract Vendor Name:	My Learning Plan, Inc.		
*Current Maximum Liability:	\$222,800.00		
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>			
FY:2012	FY:2013	FY:2014	FY: FY FY
\$184,000.00	\$26,800.00	\$12,000.00	\$ \$ \$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)</b>			
FY:2012	FY:2013	FY:2014	FY: FY FY
\$29,500.00	\$0.00	\$0.00	\$ \$ \$
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>		N/A	
<b>IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:</b>		N/A	
<b>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:</b>		N/A	
*Contract Funding Source/Amount:	State:	\$0.00	Federal: \$222,800.00
Interdepartmental:		\$0.00	Other: \$0.00
If "other" please define:		N/A	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	

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Method of Original Award: <i>(if applicable)</i>	RFP
*What were the projected costs of the service for the entire term of the contract prior to contract award?	\$2.5 million

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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:2012	FY:2013	FY:2014	FY:	FY:
Base teacher/principal evaluations data system; A.6.	\$28,500.00	\$0.00	\$0.00		
Observation framework module; A.7.a.	\$36,000.00	\$0.00	\$0.00		
Value added Score module; A.7.b.	\$33,200.00	\$0.00	\$0.00		
Academic Achievement Measures module; A.7.c.	\$51,375.00	\$0.00	\$0.00		
Composite Score Calculation module; A.7.d.	\$14,500.00	\$0.00	\$0.00		
Reporting module; A.7.e.	\$51,200.00	\$0.00	\$0.00		
Principal Evaluation module; A.7.f.	\$73,800.00	\$0.00	\$0.00		
Application Programming Interface; A.7.g.	\$27,000.00	\$0.00	\$0.00		
Application Programming Interface support and ongoing maintenance; A.7.g.f.	\$15,000.00	\$15,000.00	\$15,000.00		
User's Guide for training; A.8.	\$17,000.00	\$0.00	\$0.00		
End user technical support; A.9.	\$10,000.00	\$12,000.00	\$12,000.00		

**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**

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<b>rows as necessary to define all potential savings per deliverable.</b>					
<b>Savings were calculated by the difference between My Learning Plan's cost and the next lowest bidder (Alaoka).</b>					
<b>Deliverable description:</b>	<b>FY:2012</b>	<b>FY:2013</b>	<b>FY:2014</b>	<b>FY:</b>	<b>FY:</b>
Base teacher/principal evaluations data system; A.6.	\$277,580.00	\$0.00	\$0.00		
Observation framework module; A.7.a.	\$75,680.00	\$0.00	\$0.00		
Value added Score module; A.7.b.	\$78,480.00	\$0.00	\$0.00		
Academic Achievement Measures module; A.7.c.	\$60,305.00	\$0.00	\$0.00		
Composite Score Calculation module; A.7.d.	\$41,340.00	\$0.00	\$0.00		
Reporting module; A.7.e.	\$4640.00	\$0.00	\$0.00		
User's Guide for training; A.8.	\$0.00	\$4,600.00	\$0.00		
End user technical support; A.9.	\$0.00	\$6,000.00	\$6,000.00		
<b>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.</b>					
<b>Alaoka Corporation</b>	<b>FY:2012</b>	<b>FY:2013</b>	<b>FY:2014</b>	<b>FY:</b>	<b>FY:</b>
Base teacher/principal evaluations data system; A.6.	\$306,080.00	\$0.00	\$0.00		
Observation framework module; A.7.a.	\$111,680.00	\$0.00	\$0.00		
Value added Score module; A.7.b.	\$111,680.00	\$0.00	\$0.00		
Academic Achievement Measures module; A.7.c.	\$116,680.00	\$0.00	\$0.00		
Composite Score	\$55,840.00	\$0.00	\$0.00		

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Calculation module; A.7.d.					
Reporting module; A.7.e.	\$55,840.00	\$0.00	\$0.00		
User's Guide for training; A.8.	\$0.00	\$21,600.00	\$0.00		
End user technical support; A.9.	\$0.00	\$18,000.00	\$18,000.00		
Educator Software, LLC	FY:2012	FY:2013	FY:2014	FY:	FY:
Base teacher/principal evaluations data system; A.6.	\$566,601.35	\$0.00	\$0.00		
Observation framework module; A.7.a.	\$161,886.10	\$0.00	\$0.00		
Value added Score module; A.7.b.	\$161,886.10	\$0.00	\$0.00		
Academic Achievement Measures module; A.7.c.	\$161,886.10	\$0.00	\$0.00		
Composite Score Calculation module; A.7.d.	\$161,886.10	\$0.00	\$0.00		
Reporting module; A.7.e.	\$404,715.25	\$0.00	\$0.00		
User's Guide for training; A.8.	\$0.00	\$40,000.00	\$0.00		
End user technical support; A.9.	\$0.00	\$467,820.00	\$467,820.00		
Houghton Mifflin Harcourt	FY:2012	FY:2013	FY:2014	FY:	FY:
Base teacher/principal evaluations data system; A.6.	\$206,000.00	\$0.00	\$0.00		
Observation framework module; A.7.a.	\$200,000.00	\$0.00	\$0.00		
Value added Score module; A.7.b.	\$125,000.00	\$0.00	\$0.00		
Academic Achievement Measures	\$125,000.00	\$0.00	\$0.00		

Effective October 30, 2009

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module; A.7.c.					
Composite Score Calculation module; A.7.d.	\$125,000.00	\$0.00	\$0.00		
Reporting module; A.7.e.	\$150,000.00	\$0.00	\$0.00		
User's Guide for training; A.8.	\$0.00	\$75,000.00	\$0.00		
End user technical support; A.9.	\$0.00	\$42,000.00	\$42,000.00		
Innovative Architects	FY:2012	FY:2013	FY:2014	FY:	FY:
Base teacher/principal evaluations data system; A.6.	\$150,630.00	\$0.00	\$0.00		
Observation framework module; A.7.a.	\$75,315.00	\$0.00	\$0.00		
Value added Score module; A.7.b.	\$50,210.00	\$0.00	\$0.00		
Academic Achievement Measures module; A.7.c.	\$50,210.00	\$0.00	\$0.00		
Composite Score Calculation module; A.7.d.	\$125,525.00	\$0.00	\$0.00		
Reporting module; A.7.e.	\$50,210.00	\$0.00	\$0.00		
User's Guide for training; A.8.	\$0.00	\$29,800.00	\$0.00		
End user technical support; A.9.	\$0.00	\$118,200.00	\$118,200.00		
R&A Solutions, Inc.	FY:2012	FY:2013	FY:2014	FY:	FY:
Base teacher/principal evaluations data system; A.6.	\$986,098.00	\$0.00	\$0.00		
Observation framework module; A.7.a.	\$361,842.00	\$0.00	\$0.00		
Value added Score module; A.7.b.	\$134,825.00	\$0.00	\$0.00		
Academic	\$145,582.00	\$0.00	\$0.000		

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Achievement Measures module; A.7.c.					
Composite Score Calculation module; A.7.d.	\$103,245.00	\$0.00	\$0.00		
Reporting module; A.7.e.	\$189,772.00	\$0.00	\$0.00		
User's Guide for training; A.8.	\$0.00	\$57,659.00	\$0.00		
End user technical support; A.9.	\$0.00	\$88,500.00	\$88,500.00		
School City	FY:2012	FY:2013	FY:2014	FY:	FY:
Base teacher/principal evaluations data system; A.6.	\$159,498.00	\$0.00	\$0.00		
Observation framework module; A.7.a.	\$244,138.00	\$0.00	\$0.00		
Value added Score module; A.7.b.	\$153,497.00	\$0.00	\$0.00		
Academic Achievement Measures module; A.7.c.	\$157,068.00	\$0.00	\$0.00		
Composite Score Calculation module; A.7.d.	\$81,638.00	\$0.00	\$0.00		
Reporting module; A.7.e.	\$157,578.00	\$0.00	\$0.00		
User's Guide for training; A.8.	\$0.00	\$15,200.00	\$0.00		
End user technical support; A.9.	\$0.00	\$90,000.00	\$90,000.00		
Vexcel	FY:2012	FY:2013	FY:2014	FY:	FY:
Base teacher/principal evaluations data system; A.6.	\$431,757.00	\$0.00	\$0.00		
Observation framework module; A.7.a.	\$232,177.00	\$0.00	\$0.00		
Value added Score module; A.7.b.	\$232,177.00	\$0.00	\$0.00		
Academic	\$232,177.00	\$0.00	\$0.00		

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Achievement Measures module; A.7.c.					
Composite Score Calculation module; A.7.d.	\$232,177.00	\$0.00	\$0.00		
Reporting module; A.7.e.	\$232,177.00	\$0.00	\$0.00		
User's Guide for training; A.8.	\$0.00	\$57,462.00	\$0.00		
End user technical support; A.9.	\$0.00	\$172,776.00	\$172,776.00		





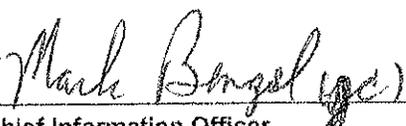
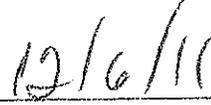
## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Procurement & Contract Management Director  
Department of Finance & Administration  
E-mail : [Jane.Chittenden@tn.gov](mailto:Jane.Chittenden@tn.gov)

**FROM :** Kristen McKeever, Director of Contracts  
E-mail : [Kristen.McKeever@tn.gov](mailto:Kristen.McKeever@tn.gov)

**DATE :** November 14, 2011

**RE :** Request for OIR Pre-Approval Endorsement

<b>Applicable RFS #</b> 33150-02111
<b>OIR Endorsement Signature &amp; Date:</b>
 
<b>Chief Information Officer</b>
<small>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</small>

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.

<b>Contracting Agency</b>	<b>Education</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Aneesh Sohoni, 615-741-4938, Aneesh.Sohoni@tn.gov</b>
<b>Subject Procurement Document</b> (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	
<b>Information Systems Plan (ISP) Project Applicability</b>	
<input type="checkbox"/> Not Applicable to this Request	
<input checked="" type="checkbox"/> Applicable- ISP Project# CAFTT02	
<b>Response Confirmed by IT Director/Staff</b> (name):	<b>Lisa Howard, Executive Director of Technology</b>

<b>Applicable RFS #</b> 33150-02111
<b>Required Attachments</b> (as applicable – copies without signatures acceptable) <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, <b>Non-Competitive Amendment Request</b></li><li><input checked="" type="checkbox"/> <b>Original Contract/Grant or Amendment</b></li><li><input checked="" type="checkbox"/> <b>Proposed Contract/Grant or Amendment</b></li></ul>
<b>Subject Information Technology Service Description</b> (Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)  Teacher/principal data evaluation system

CY12-826

# 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: [Aggsprs.Aggsprs@state.tn.us](mailto:Aggsprs.Aggsprs@state.tn.us)

**APPROVED** per attached OIR recommendation  
ONLY upon favorable FRC recommendation

*Mark A Embrey* Jan-2012

COMMISSIONER OF FINANCE & ADMINISTRATION

Request Tracking #	33150-02111	
1. Procuring Agency	Education	
2. Contractor	My Learning Plan	
3. Contract #	FA1235859	
4. Proposed Amendment #	1	
5. Edison ID #	0000000000000000000026940	
6. Contract Begin Date	July 1, 2011	
7. Current Contract End Date – with ALL options to extend exercised	June 30, 2014	
8. Proposed Contract End Date – with ALL options to extend exercised	June 30, 2014	
9. Current Maximum Contract Cost – with ALL options to extend exercised	\$222,800.00	
10. Proposed Maximum Contract Cost – with ALL options to extend exercised	\$444,832.50	
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>The state has identified a need to expedite and enhance features of the data system for accurate data collection and reporting processes. The revisions will allow the state to look at a wider variety of variables involved in the evaluation process. This in turn will enable the state to make more informed decisions on the evaluation process going forward.</p>	
15. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution	<p>Betty Marmolejo, Vice President</p>	

Request Tracking #	33150-02111
<p>My Learning Plan, Inc.  3500 Sunrise Highway, 105-1  Great River, NY 11739  betty@mylearningplan.com  Telephone #: 800-287-4432 x 108  Fax #: 631-859-8780</p>	
<p><b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</b></p> <p>The Contractor has been providing this service to the department of education since July 1, 2011. My Learning Plan currently works with 750 school districts and 800,000 users including Shelby County, Putnam County, Cheatham County, Morgan County, and Milan Special School District. My Learning Plan specializes in helping LEAs to plan, manage, assess, and optimize professional development to enhance student outcomes.</p>	
<p><b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b></p> <p>The original contract was awarded through the RFP process.</p>	
<p><b>18. Justification</b> – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i></p> <p>It is in the state's best interest to do a non-competitive amendment as all enhancements and additions are being added into the data system that My Learning Plan has started to build. It would be nearly impossible to have a vendor outside of My Learning Plan add the amendments to the data system.</p>	
<p><b>Agency Head Signature and Date</b> – <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;">  <span style="margin-left: 200px;">1/11/12</span> </p>	

**RECEIVED**

By OCR at 7:15 am, Jan 12, 2012



**CONTRACT AMENDMENT**

<b>Agency Tracking #</b> 33150-02111	<b>Edison ID</b> 000000000000000000026940	<b>Contract #</b> FA1235859	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> My Learning Plan, Inc.			<b>Edison Vendor ID</b> 0000141049		
<b>Amendment Purpose &amp; Effect(s)</b> Enhance current provisions, add provisions and increase maximum liability.					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> June 30, 2014			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$222,032.50</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2012	\$0.00	\$390,832.50	\$0.00	\$0.00	\$390,832.50
2013	\$0.00	\$27,000.00	\$0.00	\$0.00	\$27,000.00
2014	\$0.00	\$27,000.00	\$0.00	\$0.00	\$27,000.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$444,832.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$444,832.50</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> 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>OCR USE</i>		
<b>Speed Chart</b> (optional) None		<b>Account Code</b> (optional) Various			



**AMENDMENT 1  
OF CONTRACT FA1235859**

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and My Learning Plan, 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 following is added as Contract section A.4.g.
  - g. Observers- evaluators that have completed the TEAM training and are certified to complete evaluations.
2. The following is added as Contract section A.4.h.
  - h. SAS- value-added vendor responsible for reporting growth scores for the purpose of the evaluation system.
3. The following is added as Contract section A.4.i.
  - i. TEAM Data System- state system, used to collect teacher and principal evaluation results.
4. The following is added as Contract section A.4.j.
  - j. Achievement Module- the achievement module is comprised of three parts. Part A asks for the achievement measure selection and Part B asks for the evaluator to scale the measurement to be scored 1-5. Part C of the evaluation is completed by the evaluator at the end of year when the achievement results are returned.
5. The following is added as Contract section A.7.b.(1)iv.
  - iv. Module access for data input/edits will be limited to Observers, School Administrators, District Administrators users
6. The following is added as Contract section A.7.b.(1)v.
  - v. On an annual basis, each educator within the local education agency (LEA) will be classified as either a member of the "Tested (Individual Value-Added Score)" Group or "Non-Tested (School-Wide Value-Added Score)" Group by their Observer, School Administrators or District Administrators
7. The following is added as Contract section A.7.b.(1)vi.
  - vi. For "Tested" Group, individual Tennessee Value-Added Assessment System (TVAAS) scores will be used as the Value Add Score to be used in the calculation of their overall Composite Score.
8. The following is added as Contract section A.7.b.(1)vii.
  - vii. The module will provide for the batch upload of TVAAS results converted to scores on a scale of 1-5 (supplied and converted by SAS) as well as if the imported score is derived from a 1 year, 2 year, 3 year average .
9. The following is added as Contract section A.7.b.(1)viii.
  - viii. For educators categorized as "Non-Tested," a drop down field will contain a selection of 13 categories covering non-tested educator group designations.

10. The following is added as Contract section A.7.b.(1)ix.
  - ix. For "Non-Tested," one of the following composite scores to be used for the 35% Component will be:
    - a. Overall School-Wide Composite Score
    - b. Literacy School-Wide Score
    - c. Numeracy School-Wide Score
    - d. Literacy & Numeracy School-Wide Combined Score
    - e. District-Wide Composite Score
    - f. Other
11. The following is added as Contract section A.7.b.(1)x.
  - x. For district-wide Composite Score selection a narrative field will be required.
12. The following is added as Contract section A.7.b.(1)xi.
  - xi. For "Other" selection, a narrative box containing explanation will be required.
13. The following is added as Contract section A.7.b.(1)xii.
  - xii. For "Non-Tested," a 1, 2 or 3 year composite score average (as provided in a file by SAS) will be used for Value Add Score with a field to notate which average was uploaded.
14. The following is added as Contract section A.7.b.(1)xiii.
  - xiii. System will provide for the batch upload of composite results converted to scores on a scale of 1-5 for all above referenced composite scores including values for the 1, 2 and 3 year averages (supplied & converted by SAS) into the system and will store and link those score to the applicable educator based upon the composite selection for that educator.
15. The following is added as Contract section A.7.b.(1)xiv.
  - xiv. If "Other" score is selected, the score will need to be manually entered into the system.
16. The following is added as Contract section A.7.b.(1)xv.
  - v. The SAS import will be a one-time import annually
17. The following is added as Contract section A.7.b.(1)xvi.
  - xv. Additional import may be necessary for educator's who had not provided a Composite Score selection in the TEAM Data System prior to the initial SAS upload.
18. The following is added as Contract section A.7.b.(1)xvi.
  - xvi. The ability for manual entry of a score into an empty field by authorized district personnel.
19. The following is added as Contract section A.7.b.(1)xvii.
  - xvii. Any database maintenance requests including those for the correction of incorrect data populated either by the initial data imports into the TEAM Data System or subsequent manual population at the LEA-level which causes rejection of the SAS import, will require hourly support service reimbursements contracted separately
20. The following is added as Contract section A.7.b.(1)xviii.

- xviii. The State shall provide a sample electronic file from SAS prior to module programming to aid in the technical design of the module.
21. The following is added as Contract section A.7.b.(2)vii.
- iv. Construction phase must be completed by March 20, 2012.
22. The following is added as Contract section A.7.c.(1)iv.
- iv. System will allow for educator name, position field, Part A and Part B sections to be edited for 30 days from original submission. After that timeframe, those sections will be locked to editing.
23. The following is added as Contract section A.7.c.(1)v.
- v. Online screen will include the name of the primary building associated with the educator and if applicable other buildings will be available in drop down.
24. The following is added as Contract section A.7.c.(1)vi.
- vi. Online data entry for teacher's worksheet can only be performed by an Observer, School Administrators or District Administrators.
25. The following is added as Contract section A.7.c.(1)vii.
- vii. System will include a drop down selection based upon School Administrators assignments to teachers within their building.
26. The following is added as Contract section A.7.c.(1)viii.
- viii. School name will be pre-populated based upon educator name selected.
27. The following is added as Contract section A.7.c.(1)ix.
- ix. System will include a drop down list of 15-20 options to select the specific type of teacher in the position field on the form (as per the attached matrix).
28. The following is added as Contract section A.7.c.(1)x.
- x. System will allow for unlimited measures to be selected in Part A.
29. The following is added as Contract section A.7.c.(1)xi.
- xi. System will provide a checkbox as well as a drop down selection with varied quantities of options to be chosen for the one (1) measure required in Part A of worksheet. For example, the school-wide TVAAS has at least 4 choices and the "off the shelf" assessments may have 10-30 choices. For school-wide TVAAS, each of the 4 choices will have a 1 year, 2 year, and 3 year averages.
30. The following is added as Contract section A.7.c.(1)xii.
- xii. System will provide, based upon position selected, assessment measures they are allowed to choose from in the Part A list.
31. The following is added as Contract section A.7.c.(1)xiii.
- xiii. System will provide a narrative text box in Part B for the recording of the measure(s) rationale. There will also be a narrative text box for each of the scores 1-5 which is

based upon the meeting with administrator and teacher. No reporting will be possible based upon narratives.

32. The following is added as Contract section A.7.c.(1)xiv.
  - xiv. Spell-check component will be included for narrative boxes based upon the State procurement of any associated licensing.
33. The following is added as Contract section A.7.c.(1)xv.
  - xv. System will provide an acknowledgement box similar to what is on the Observation Framework Module.
34. The following is added as Contract section A.7.c.(1)xvi.
  - xvi. System will generate a date on the form based upon when form is initially saved and that date cannot be edited.
35. The following is added as Contract section A.7.c.(1)xvii.
  - xvii. System will allow for Part C to be completed once information on associated measures are available and can be locked for editing 30 days from when the Final Achievement score is recorded.
36. The following is added as Contract section A.7.c.(1)xviii.
  - xviii. System will provide a narrative box in Part C to be completed by the educator's principal in support of Final Achievement score.
37. The following is added as Contract section A.7.c.(1)xix.
  - xix. System will provide for the batch upload of TVAAS results converted to scores on a scale of 1-5 (supplied & converted by SAS) into the system and will store and link those score to the applicable educator. These scores will be available to use as a substitution in the calculation of the Composite Score if the TVAAS score is higher than the Achievement measure selected and is a minimum score of a 3, 4, or 5. The system will maintain information on the originally selected measure, but will indicate that the TVAAS score was used in the Composite Score calculation.
38. The following is added as Contract section A.7.c.(1)xx.
  - xx. System will provide an acknowledgement box for Part C similar to what is provided in Parts A & B.
39. The following is added as Contract section A.7.c.(1)xxi.
  - xxi. System will generate a date on the form for Part C based upon when form is saved and that date cannot be edited.
40. The following is added as Contract section A.7.e.(1)v.
  - v. Reports are needed to help with the following:
    - a. Show the overall completion progress (percentage and counts) of all apprentice and professional educators.
    - b. Show the observation score averages for a particular form within a district and building.
    - c. Show the number of educators in each of the scores for each of the indicators.

41. The following is added as Contract section A.7.f
- f. The Contractor shall provide a Principal's Evaluation Module. The following summary of the Principal Evaluation components will include the implementation of several unique forms to address and calculate the following measures:
- a. 50% Qualitative:
    - (1) 35% - scores on a rubric that is based on the standards outlined in the Tennessee Instructional Leadership Standards (TILS).
    - (2) 15% - assessment of the quality of teacher evaluations.
  - b. 50% Quantitative:
    - (1) 35% - school-wide growth data.
    - (2) 15% - achievement measure agreed upon by the administrator and their evaluator.
42. The following is added as Contract section A.7.g.
- g. The Contractor shall provide the Application Program Interface (API) described here within to allow for the upload of evaluation data from compatible vendor evaluation systems to the State TEAM Data System.
- a. Create database to store and maintain:
    - (1) Authorized users (with profile info - Use ASP.Net Profiles)
    - (2) Sessions (Use ASP.Net Sessions)
    - (3) List of Access Requests and responses
    - (4) List of Support Requests and responses
    - (5) List of Historical Uploads with full details
    - (6) News Items
  - b. Build a series of web services that enable vendors of Electronic Evaluation Systems to upload data to the State using web services
    - (1) Uses SSL for all communications
    - (2) Restrict communication to only approved IP addresses
    - (3) Require each vendor to use a strong password when interacting with the web services
    - (4) Log all requests and responses to a database (for debugging and vendor support)
    - (5) Accepts small and large uploads and provides specific and detailed status and error messages for each item submitted
    - (6) Provide a duplicate set of Web Services (perhaps on a separate URL) to allow for testing without writing data to the database
  - c. Beta-Test Web Services
    - (1) Pilot the Data Exchange with an LEA using the Contractor's OASYS
  - d. Write Documentation
    - (1) Overview document
    - (2) Programmers manual

- (3) Introduction webinar (5 minutes) that shows the complete process of exchanging data with LEA
- e. Build a simple management Portal with the following features:

#### **Unregistered User**

- (1) Fill in Access Request form
  - ii. Vendors Name, Primary Contact Name, Email and Phone Number
  - iii. Vendors URL that shows product info
  - iv. List of TN LEAs the Vendor currently works with
  - v. List of Products that need to communicate with LEA using Data Exchange Services
  - vi. IP Addresses of servers that will be initiating the Data Exchange
  - vii. A section that requires the vendor to confirm that they understand the Terms of Service:
    - a. Vendor has the skill necessary to complete the task
    - b. Improper use of the site will terminate their access
    - c. Vendors are responsible for errors in the data
    - d. Vendor agrees to support future updates as required
- (2) Upon submission, send email to system administrators indicating that a request has been received and is pending approval

#### **Registered Vendor**

- (1) Update contact info (including IP Addresses)
- (2) Download Overview Document, Programmers Guide, and Introductory Webinar (show date of last update for each)
- (3) View News items (to contain details of planned updates, common problems, or planned outages)
- (4) View history of data that was uploaded and received by LEA
  - i. Allow Vendor to "undo" an upload
- (5) Fill in "Support Request" form
  - i. Category [User Account Problem, Getting Started Question, Web Services Error, Unexpected Response, Invalid Data]
  - ii. Description
  - iii. Can it be reproduced?
  - iv. Steps taken to diagnose problem
  - v. (automatically track date time of submission)

#### **System Administrators**

- (1) Update contact info
- (2) Download and Upload Overview Document, Programmers Guide, and Introductory Webinar (show date of last update for each)
- (3) Create, View, Edit, and Delete News items (to contain details of planned updates, common problems, or planned outages)
- (4) View lists of:

- i. Requests Pending Approval

Approve Request: Upon approval, email the overview document, programmer's manual, and link to introduction webinar to primary contact

at vendor. Also create a login account for the user with a temporary password. Require the user to change their password on first login.

Deny Request: Upon denial, send response that indicates why the request was denied.

- LEAs could not be verified
- Products listed do not collect observation information
- Not accepting new vendors at this point
- Other

ii. Registered Users

- Disable/Delete a user
- See list of Email Addresses - to enable broadcast emails

iii. Upload History

- Sort and Filter by any field
- Undo an upload

iv. Support Requests

- Sort by request type, vendor and response time
- Respond to request (mark as completed, automatically record date/time of response)

f. Ongoing Maintenance

- (1) Changes to the TEAM System will require additional maintenance to the Data Exchange site.

43. Contract section A.8. is deleted in its entirety and replaced with the following:

A.8. The Contractor shall provide a user's guide and video tutorial for each module.

44. Contract section A.9. is deleted in its entirety and replaced with the following:

A.9. End User Technical Support

- a. The Contractor shall provide help desk support for each module.

45. 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 four hundred forty-four thousand eight hundred thirty-two dollars and fifty cents (\$444,832.50). 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.

46. Contract section C.3.b. is deleted in its entirety and replaced with the following:

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

Service Description	Amount (per compensable increment)
1. <b>Base Teacher/Principal Evaluations Data System (refer to contract section A.6.)</b> . This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable(s).	\$28,500.00
2. <b>Observation Framework Module (refer to contract section A.7.a.)</b> . This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$36,000.00
3. <b>Value Added Score Module (refer to contract section A.7.b.)</b> . This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$33,200.00
4. <b>Academic Achievement Measures Module (refer to contract section A.7.c.)</b> . This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$51,375.00
5. <b>Composite Score Calculation Module (refer to contract section A.7.d.)</b> . This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$14,500.00
6. <b>Reporting Module (refer to contract section A.7.e.)</b> . This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$51,200.00
7. <b>Principal Evaluation Module (refer to contract section A.7.f.)</b> . This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$73,800.00
8. <b>Application Programming Interface (refer to contract section A.7.g.)</b> . This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$27,000.00
9. <b>Application Programming Interface support and ongoing maintenance (refer to contract section A.7.g.f.)</b> .	\$120.00/ per hour*
10. <b>User's Guide for training (refer to contract section A.8.)</b> . This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$17,000.00/upon completion
11. <b>End User Technical Support (refer to contract section A.9.)</b> . This service shall not be compensable until the State has accepted all aspects of the milestones referenced by service items 1-6, above.	\$1,000.00/per month
* Estimated 40-125 hours per year for a maximum of \$15,000.00	
<b>NOTE: The Contractor shall not be compensated for travel time to the primary location of service</b>	

provision.

47. Contract section C.3.d. is deleted in its entirety and replaced with the following:

- d. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.10., without a formal amendment of this contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section A.10., PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed TEN PERCENT (10%) of the sum of milestone payment rates 1-8 and 10, detailed in Section C.3.b., above (which is the total cost for all milestones and associated deliverables set forth in the contract scope of service). If, at any point during the Contract period, the State determines that the cost of necessary "change order" work would exceed said maximum amount, the State may amend this Contract to address the need.

Contingent Service Rate	Amount (per compensable increment)		
	Year 1	Year 2	Year 3
Programmer/Analyst	\$120.00/ per hour	\$130.00/ per hour	\$140.00/per hour
Database Administrator	\$120.00/ per hour	\$130.00/ per hour	\$140.00/per hour
System Administrator	\$120.00/ per hour	\$130.00/ per hour	\$140.00/per hour
Network Administrator	\$120.00/ per hour	\$130.00/ per hour	\$140.00/per hour
Project Manager	\$120.00/ per hour	\$130.00/ per hour	\$140.00/per hour
Business Analyst	\$120.00/ per hour	\$130.00/ per hour	\$140.00/per hour

**NOTE: The Contractor shall not be compensated for travel time to the primary location of service provision.**

48. 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:

Aneesh Sohoni  
Tennessee Department of Education  
710 James Robertson Parkway  
5<sup>th</sup> Floor Andrew Johnson Tower  
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 / Teacher Evaluation
  - (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.

49. 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:

Aneesh Sohoni, Education Consultant  
 Tennessee Department of Education  
 710 James Robertson Parkway  
 5<sup>th</sup> Floor Andrew Johnson Tower  
 Nashville, TN 37243  
 Aneesh.Sohoni@tn.gov  
 Telephone # 615-741-4938  
 FAX # None

The Contractor:

Betty Marmolejo, Vice President  
 My Learning Plan, Inc.  
 3500 Sunrise Highway, 105-1  
 Great River, NY 11739  
 betty@mylearningplan.com  
 Telephone # 800-287-4432 x 108  
 FAX # 631-859-8780

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 February 15, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**MY LEARNING PLAN, INC.:**

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**SIGNATURE**

**DATE**

Betty Marmolejo, Vice President

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**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**TENNESSEE DEPARTMENT OF EDUCATION:**

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**KEVIN HUFFMAN, COMMISSIONER**

**DATE**

January 2012

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	FA1235859
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	My Learning Plan, Inc.
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	20-0483732

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.




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**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.

Betty Marmolejo VP Operations

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**PRINTED NAME AND TITLE OF SIGNATORY**

12/14/2011

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**DATE OF ATTESTATION**

**CONTRACT**

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

Begin Date July 1, 2011	End Date June 30, 2014	Agency Tracking # 33150-02111	Edison Record ID 0000000000000000000026940
Contractor Legal Entity Name My Learning Plan, Inc.			Edison Vendor ID 0000141049

Service Caption (one line only)

Principal/Teacher Evaluation Data System

Subrecipient or Vendor

 Subrecipient  Vendor

CFDA #

84.395

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012	\$0.00	\$184,000.00	\$0.00	\$0.00	\$184,000.00
2013	\$0.00	\$26,800.00	\$0.00	\$0.00	\$26,800.00
2014	\$0.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$222,800.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$222,800.00</b>

American Recovery and Reinvestment Act (ARRA) Funding:  YES  NO

Ownership/Control

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

Selection Method &amp; Process Summary (mark the correct response to confirm the associated summary)

- RFP    The procurement process was completed in accordance with the approved RFP document and associated regulations.  
 Competitive Negotiation    The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.  
 Alternative Competitive Method    The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.  
 Non-Competitive Negotiation    The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.  
 Other    The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

**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.

*jm 6/16/11*

OCR USE - FA

**FA1235859**

Speed Chart (optional)

None

Account Code (optional)

70803000/70899000

Contract #

33150-02111/1







**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF EDUCATION  
AND  
MY LEARNING PLAN, INC.**

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and My Learning Plan, Inc., hereinafter referred to as the "Contractor," is for the provision of Principal/Teacher Evaluation Data System, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.

Contractor Federal Employer Identification, Social Security, or Edison Registration ID # 0000141049

Contractor Place of Incorporation or Organization: DE

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall work with the State to develop an online web-based system to be used for the entry of teacher and principal evaluation data pursuant to the First to the Top Act of 2010 and State Board of Education rules and policy. The State's teacher/principal evaluation data system shall be designed to be valid and accessible for all Tennessee K-12 teachers, principals, administrators and state staff for data entry, viewing, and analysis.
- A.3. **Annual Work Plan.** The Contractor shall prepare, for State approval, a detailed Work Plan for each deliverable (A.5- A.9) that incorporates the development of schedules for the activities of this contract. The Work Plan shall include the steps for all project work tasks and deliverables including initiation and completion dates, task responsibilities to avoid any disruption of services, requirements or deliverables to the State.

The Annual Work Plan will outline by task and due date each activity to be performed under this contract. The Annual Work Plan must describe all activities related to the development and implementation of each item listed in this Scope, including each stage of production. It shall provide due dates for each activity and indicate areas of responsibility for the Contractor and the State. The Annual Work Plan will serve as a monitoring document to be used by the State to assure timely completion of tasks as scheduled.

The initial Annual Work Plan shall be due to the State within thirty (30) days of the execution of this contract. Subsequent Annual Work Plans will be due no later than June 1 prior to the effective fiscal year.

**A.4. Definitions**

- a. **Observation** - a method used to collect teacher performance data; observations can range from traditional classroom sessions that include the recording of evidence and notes while watching the teacher, to a 360 degree view of the teacher that looks at all aspects of the teacher's performance, from classroom instruction and practice to professional growth progress to commitment to the school community; observations should be based on clearly defined rubrics that identify the desired teacher outcomes.
- b. **Indicator** – definitions and examples that clarify the meaning of each domain.
- c. **Domain** – the dimensions or standards on which performance is rated.
- d. **Rubric** – a set of rules, guidelines, or benchmarks at different levels of performance, or prescribed descriptors for use in quantifying measures of teacher attributes and performance.



- e. Growth measures - assessments used to determine the change in student achievement for an individual student between two or more points in time.
- f. Value-added - to estimate the effect of educational inputs on student outcomes, in particular student achievement as measured by standardized tests; also interpreted to mean the unique contributions of the school or teacher to students' progress over the course of a year rather than the cumulative education effects or student background factors.

#### A.5. Principal/Teacher Evaluation Data System Architecture

- a. The system must be developed using MS-SQL Server 2008 R2 Enterprise Edition or higher as the database standard.
- b. The system must be deployable to a Microsoft .NET Application Server on Windows Server 2008.

#### A.6. Base Principal/Teacher Evaluation Data System

- a. Requirements:
  - (1) Ability to pre-populate the school year, district name, school name, and principal data from a State provide file(s).
  - (2) Capability for storing teacher demographic data which will include a State assigned Teacher License Number.
  - (3) District and school assignment or modification of the teacher and principal assignments.
  - (4) Manage the ability for principal and superintendents to view and make corrections for the teacher and principal records assigned to them.
  - (5) Multiple user roles within the application in order to manage security for teacher level, principal/school level, district level and state level access.
  - (6) Ability to make current and prior observations and evaluations accessible for a given teacher regardless of school or district.
  - (7) Provide installation and configuration documentation.
- b. Administrative Activities: The Contractor shall provide all services from testing to implementation to carry out the scope of the contract.  
 The Contractor shall develop, produce, and deliver materials to facilitate the schedule for implementation of the System. All administrative materials shall be provided to the State in Microsoft Word and/or Excel for use on the State internet or in training.
  - (1) Security Procedures: The Contractor shall provide detailed, standardized security procedures for review and approval by the State. Approved security procedures shall be included in the Work Plan. The procedures must:
    - (2) Define a secure architecture to protect processing, storing, and reporting environments from network-based attacks.
    - (3) Provide security procedures and safeguards to ensure that electronic files and data are developed, used, and maintained in a secure manner to protect the confidentiality of all personally identifiable information
    - (4) Utilize encryption to ensure security of all director/supervisor/school/system information entered through all online programs.
    - (5) The Contractor is held responsible for the actions of its team and must guard against a breach of security.



Quality Control: The Contractor shall provide detailed, standardized, quality control procedures for review and approval by the State. Approved quality control procedures shall be included in the work plan. The Contractor shall provide quality control measures including the following:

- (1) Errors in work products arising from activities that are the responsibility of the Contractor including print errors and program functions. Such corrections may involve activities that include the following:
  - i. Conduct analyses to identify the cause and extent of errors.
  - ii. Edit, revise, and/or reprogram online applications.
  - iii. Reprint and/or reproduce products or other materials.
  - v. Replace and/or correct data files.
  - vi. Reproduce reports
  - vii. The State will conduct a rigorous acceptance test of the system prior to initial installation. The contractor shall support this testing effort as required by the State.

c. Operations Management Activities

- (1) Project Team: The Contractor shall assign a single point of contact for this program to manage all inquires related to the system. Sub-contractors used to perform services for the Contractor under this contract must provide the State information pertaining to personnel and agree to the terms of this section.
- (2) All members of the Contractors project team must have at a minimum technical experience, knowledge, and operational experience in the following areas:
  - i. managing or coordinating the development and implementation of large web based applications and databases,
  - ii. communicating effectively both orally and in writing,
- (3) The Contractor shall provide a personnel roster and resumes of key project team members who shall be assigned to perform duties or services under this Contract.
- (4) The Contractor shall not remove or reassign key personnel (including: Program Manager, Project Manager, Project Coordinator, Software Project Manager, Lead Software Developer, and other personnel in Lead or Director level positions) without prior written approval of the State.
- (5) The Contractor shall provide qualified replacements in the event that key personnel become unavailable to provide services due to resignation, illness, or other factors outside of the Contractor's control. The Contractor shall provide the State with written notice immediately upon determination of the need for replacement personnel. The Contractor shall provide the State with written notification and the resume or vitae of all personnel proposed for the project team for review and written approval, for which approval shall not be unreasonably withheld.
- (6) Continuity of Contracts: The Contractor shall maintain the established project team, especially the Project Coordinator and other key lead personnel through the end of the contract, including completion and delivery of all services and deliverables, to work with the State to ensure a smooth and seamless transition.
- (7) Management Meetings: The Contractor shall:
  - i. Provide for a minimum of one monthly management meeting between the Contractor and State staff. These management meetings shall include review of the Work Plan and provide an opportunity to discuss task implementation and status.
  - ii. Produce quarterly progress reports with relevant tasks and activities from the schedule and progress noted for each. Progress reports shall include a report of activities completed during the prior quarter. The reports shall provide a list of significant operational problems needing corrective action and shall address the following elements for each problem:
    - a. identify the problem,



- b. assign responsibility for taking corrective action,
- c. evaluate the importance of the problem,
- d. investigate possible causes of the problem,
- e. analyze the problem,
- f. recommend actions to prevent recurrence of this or similar problems,
- g. implement new process controls as necessary,
- h. determine what to do with the failed items, and
- i. record permanent changes in process documentation.

Each quarterly progress report shall also contain:

- a. a section that summarizes questions or complaints,
- b. a section that addresses issues or problems raised by the State,
- c. a section that addresses ongoing problems,
- d. a section that details the invoices submitted and paid, and
- e. an executive summary that provides an informative and substantive description of the major problems and recommendations.

Unanticipated issues or problems shall be reported and addressed as they occur. All progress reports should be submitted in a format and layout approved by the State in Microsoft Word or Microsoft Excel via email.

- iii. Records and Minutes: The Contractor shall take minutes and record lists of participants, for all meetings. All minutes, records and lists of participants shall be provided by the Contractor to the State for review and approval after each meeting. All records and minutes should be provided in a State approved style and format in Microsoft Word via email or other electronic media. The Contractor shall review contact information for each meeting and update contact information if changed.
- iv. New Software Releases – New software versions will not be released to State end users until tested and approved by the State. The contractor shall provide the proposed software release to the State for acceptance/ regression testing. The contractor shall support such testing as required by the State. The contractor shall release the tested software version to State users only when authorized in writing by the State."

A.7. Project Modules. The Contractor shall provide the project manager, business analysts, database administrator and other resources to work with the State to design, develop, and implement the project modules.

a. Observation Framework

(1) Design Phase

- i. Gather detailed requirements for an observation framework that can accommodate a variable number of domains, a variable number of indicators under each domain, a score scale for each item and multiple narratives for each observation.
- ii. Design online web-based entry screens of the observation data to additionally include documents, templates, audio files, video files and survey data.
- iii. Gather detailed requirements for a batch upload of observation scores from other districts which may elect to use an alternative State approved evaluation module.
- iv. Gather detailed requirements for the ability to make current and prior observations accessible for a given teacher regardless of school or district.

(2) Construction Phase

- i. Create functional specifications to meet requirements defined in A.7.a.(1).
- ii. Develop the program code based on the functional



- iii. Create test data and test scenarios.
- iv. Deploy new code to test environment.
- v. Provide unit testing and system testing of the developed program.
- vi. Obtain user acceptance testing signoff.

(3) Implementation Phase

- i. Create or update installation and configuration documentation.
- ii. Schedule and deploy the new code to the production environment.
- iii. Assist with troubleshooting any response time or performance related issues resulting from newly released code.
- iv. Provide technical support to the state.

b. Value Added Score

(1) Design Phase

- i. Gather detailed requirements for the ability to batch upload the value added score or other comparable growth measure
- ii. Gather detailed requirements for the ability to do online entry of individual value added scores or other comparable growth measure
- iii. Design online web-based data entry screens of the value added scores

(2) Construction Phase

- i. Create functional specifications to meet requirements defined in A.7.b.(1).
- ii. Develop the program code based on the functional
- iii. Create test data and test scenarios.
- iv. Deploy new code to test environment.
- v. Provide unit testing and system testing of the developed program.
- vi. Obtain user acceptance testing signoff.

(3) Implementation Phase

- i. Create or update installation and configuration documentation.
- ii. Schedule and deploy the new code to the production environment.
- iii. Assist with troubleshooting any response time or performance related issues resulting from newly released code.
- iv. Provide technical support to the state.

c. Academic Achievement Measure

(1) Design Phase

- i. Gather detailed requirements for the ability to batch upload the academic achievement score
- ii. Gather detailed requirements for the ability to do online entry of individual academic achievement scores
- iii. Design online web-based data entry screens for the academic achievement scores

(2) Construction Phase

- i. Create functional specifications to meet requirements defined in A.7.c.(1).
- ii. Develop the program code based on the functional
- iii. Create test data and test scenarios.
- iv. Deploy new code to test environment.
- v. Provide unit testing and system testing of the developed program.
- vi. Obtain user acceptance testing signoff.

(3) Implementation Phase

- i. Create or update installation and configuration documentation.



- ii. Schedule and deploy the new code to the production environment.
- iii. Assist with troubleshooting any response time or performance related issues resulting from newly released code.
- iv. Provide technical support to the state.

d. Composite Score Calculation

(1) Design Phase

- i. Gather detailed requirements for the ability to calculate the teacher's composite score of the combined observation, value added and academic achievement scores
- ii. Gather detailed requirement for the ability to make current and prior evaluation composite scores accessible for a given teacher regardless of school or district
- iii. Design online web-based screens of the composite score

(2) Construction Phase

- i. Create functional specifications to meet requirements defined in A.7.d.(1).
- ii. Develop the program code based on the functional
- iii. Create test data and test scenarios.
- iv. Deploy new code to test environment.
- v. Provide unit testing and system testing of the developed program.
- vi. Obtain user acceptance testing signoff.

(3) Implementation Phase

- i. Create or update installation and configuration documentation.
- ii. Schedule and deploy the new code to the production environment.
- iii. Assist with troubleshooting any response time or performance related issues resulting from newly released code.
- iv. Provide technical support to the state.

e. Reporting

(1) Design Phase

- i. Gather detailed requirements to define online reports that will be available at the school level, district level, and state level
- ii. Gather detailed requirements for the teacher level reporting that would serve as the final documentation and sign off for the completed evaluation process
- iii. Design online web-based screens that provides the principal's the ability to view the status of observations and evaluations completed on each of their teachers
- iv. Design online web-based screens that provides the teacher the capability to view all observations and evaluations completed on them

(2) Construction Phase

- i. Create functional specifications to meet requirements defined in A.7.e.(1).
- ii. Develop the program code based on the functional
- iii. Create test data and test scenarios.
- iv. Deploy new code to test environment.
- v. Provide unit testing and system testing of the developed program.
- vi. Obtain user acceptance testing signoff.

(3) Implementation Phase

- i. Create or update installation and configuration documentation.
- ii. Schedule and deploy the new code to the production environment.
- iii. Assist with troubleshooting any response time or performance related issues resulting from newly released code.
- iv. Provide technical support to the state.



A.8. Training

- a. The Contractor shall provide a User's Guide in electronic format for use during state provided training to districts.

A.9. End User Technical Support

- b. The Contractor shall provide a summary of the software support process for the proposed system, describing the telephone support, online support and if the support is available during normal business hours upon implementation of the system.

A.10 Additional Work for Modifications and Enhancements

- a. The State may, at its sole discretion and with written notice to the Contractor, request additional work involving modifications and enhancements to the web-based application software implemented under the Contract Scope of Services, A.3 – A. 9. . Remuneration for any such additional work shall be based on the applicable "contingent," payment rate(s) detailed in Section C.3.b of this Contract.
- b. The Contractor shall respond with a written proposal for completing the service in no more than ten (10) business days after receipt of the written notice of additional work from the State. Said proposal must specify:
- (1) The Vendor shall describe its approach to producing high-level functional designs for the requested enhancements or modifications for review and approval.
  - (2) The Vendor shall describe its approach to making enhancements or modifications to the web-based application in a manner that facilitates an easy, low-cost and low risk migration to new releases of the baseline product. Vendor shall describe its approach to coding and documenting modifications in such a way as to ensure that they can be easily re-applied when the State upgrades to new releases of the proposed software.
  - (3) The Vendor shall develop a work estimate and delivery schedule for the requested enhancements or modifications that includes:
    - i. the maximum number and service category of person hours required for the work; and
    - ii. the maximum cost for the work PROVIDED THAT such maximum cost shall not exceed the product of the of person hours required multiplied by the appropriate payment rate proposed.
- c. The Contractor shall not perform any service until the State has approved the proposal. If approved, the State will sign the contractor's proposal, and it shall constitute an understanding between the contract parties pertaining to the specified work and shall be incorporated, hereby, as a part of this Contract.
- d. Subsequent to State approval of the contractor's proposal, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of the work and, upon such determination, shall provide the Contractor written approval of the work.
- e. Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved contractor's proposal, without a formal amendment of this contract, shall be remunerated in accordance with and further limited by contract section C.3.b.; provided that the State shall be liable to the Contractor



only for the cost of the actual person hours worked to complete the proposal, not to exceed the maximum cost for the work detailed in the proposal. In no instance shall the State be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or any amount exceeding the maximum cost specified by the approved proposal authorizing the service. Upon State approval of the proposal, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

**B. CONTRACT PERIOD:**

- B.1. Contract Period. This Contract shall be effective for the period beginning July 1, 2011, and ending on June 30, 2014. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred twenty-two thousand eight hundred dollars and no cents (\$222,800.00). 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.

- 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 as defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
1. Base Teacher/Principal Evaluations Data System (refer	\$28,500.00



to contract section A.6.). This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable(s).	
2. <b>Observation Framework Module (refer to contract section A.7.a.).</b> This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$36,000.00
3. <b>Value Added Score Module (refer to contract section A.7.b.).</b> This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$14,500.00
4. <b>Academic Achievement Measures Module (refer to contract section A.7.c.).</b> This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$14,500.00
5. <b>Composite Score Calculation Module (refer to contract section A.7.d.).</b> This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$14,500.00
6. <b>Reporting Module (refer to contract section A.7.e.).</b> This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$23,000.00
7. <b>User's Guide for training (refer to contract section A.8.).</b> This milestone shall be compensable only upon State acceptance of all aspects of the subject deliverable.	\$17,000.00/upon completion
8. <b>End User Technical Support (refer to contract section A.9.).</b> This service shall not be compensable until the State has accepted all aspects of the milestones referenced by service items 1-6, above.	\$1,000.00/per month

- c. A "month" shall be defined as a minimum of one (1) calendar month of service. If the Contractor provides less than one (1) calendar month of service, the Contractor shall bill *pro rata* for only the portions of the month in which service was actually delivered.
- d. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.10., without a formal amendment of this contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said Section A.10., PROVIDED THAT compensation to the Contractor for such "change order" work shall not exceed TEN PERCENT (10%) of the sum of milestone payment rates 1-7, detailed in Section C.3.b., above (which is the total cost for all milestones and associated deliverables set forth in the contract scope of service). If, at any point during the Contract period, the State determines that the cost of necessary "change order" work would exceed said maximum amount, the State may amend this Contract to address the need.

Contingent Service Rate	Amount (per compensable increment)		
	Year 1	Year 2	Year 3
Programmer/Analyst	\$120.00/ per hour	\$130.00/ per hour	\$140.00/per hour
Database Administrator	\$120.00/ per hour	\$130.00/ per hour	\$140.00/per hour
System Administrator	\$120.00/ per hour	\$130.00/ per hour	\$140.00/per hour
Network Administrator	\$120.00/ per hour	\$130.00/ per hour	\$140.00/per hour



Project Manager	\$120.00/ per hour	\$130.00/ per hour	\$140.00/per hour
Business Analyst	\$120.00/ per hour	\$130.00/ per hour	\$140.00/per hour
<b>NOTE: The Contractor shall <u>not</u> be compensated for travel time to the primary location of service provision.</b>			

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

Lisa Howard, Executive Director, Technology  
Tennessee Department of Education  
7<sup>th</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
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 / Division of Technology
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Federal Employer Identification, Social Security, or 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.



- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- 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. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, 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).
  - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Contract 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).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (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).
- 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 thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to 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, each 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.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- 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 handicap or 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, 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 *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of



Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.

- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated, Section 12-4-401, et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.



- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Lisa Howard, Executive Director, Technology  
 Tennessee Department of Education  
 7<sup>th</sup> Floor, Andrew Johnson Tower  
 710 James Robertson Parkway  
 Nashville, TN 37243  
 Lisa.Howard@tn.gov  
 Telephone # 615-532-2818  
 FAX # None

The Contractor:

Betty Marmolejo, Vice President  
 My Learning Plan, Inc.  
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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, if a retired member of TCRS, 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. 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.6. State Ownership of Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.



- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
- b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
- c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
- d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.

E.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
- b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
- d. any technical specifications provided to proposers during the procurement process to award this Contract;
- e. the Contractor's proposal seeking this Contract.

E.8. 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.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

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



- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

E.10. 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.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-33150-02111 (Attachment 6.2, Section B, Reference Item B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in form and substance as required by said office.

E.12. Limitation of Liability. The parties agree that the Contractor's liability under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in section C.1. and as may be amended, PROVIDED THAT in no event shall this section limit the liability of the Contractor for intentional torts, criminal acts, or fraudulent conduct.



- 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. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, 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.15. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.
- E.16. Federal Economic Stimulus Funding. This Contract requires the Contractor to provide products and/or services that are funded in whole or in part under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, (Recovery Act). The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of the Recovery Act are met and that the Contractor provides information to the State as required.

The Contractor (and any subcontractor) shall comply with the following:

- a. Federal Grant Award Documents, as applicable.
- b. Executive Office of the President, Office of Management and Budget (OMB) Guidelines as posted at [www.whitehouse.gov/omb/recovery\\_default/](http://www.whitehouse.gov/omb/recovery_default/), as well as OMB Circulars, including but not limited to A-102 and A-133 as posted at [www.whitehouse.gov/omb/financial\\_offm\\_circulars/](http://www.whitehouse.gov/omb/financial_offm_circulars/).
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at [www.tnrecovery.gov](http://www.tnrecovery.gov)).
- d. The Recovery Act, including but not limited to the following sections of that Act:



- (1) Section 1604 – Disallowable Use. No funds pursuant to this Contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- (2) Section 1512 – Reporting and Registration Requirements. The Contractor must report on use of Recovery Act funds provided through this Contract. Information from these reports will be made available to the public.
- (3) Section 1553 – Recovery Act Whistleblower Protections. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of one or more of the following related to the implementation or use of covered funds:
  - i. gross mismanagement,
  - ii. gross waste,
  - iii. substantial and specific danger to public health or safety,
  - iv. abuse of authority, or
  - v. violation of law, rule, or regulation (including those pertaining to the competition for or negotiation of a Contract).

**Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:** Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

**Requirement to Post Notice of Rights and Remedies:** The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at [www.recovery.gov](http://www.recovery.gov), for specific requirements of this section and prescribed language for the notices.)

- (4) Section 902 – Access Of Government Accountability Office. The Contractor shall provide that the Comptroller General and his representatives are authorized:
  - i. to examine any records of the Contractor or any of its subcontractors, that directly pertain to, and involve transactions relating to, this Contract or a subcontract; and
  - ii. to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions.
- (5) Section 1514 – Inspector General Reviews. Any inspector general of a federal department or executive agency has the authority to review, as appropriate, any concerns raised by the public about specific investments using such funds made available in the Recovery Act. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in the Recovery Act, shall be posted on the inspector general's website and linked to the website established by Recovery Act Section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.



- (6) Section 1515 – Access of Offices of Inspector General to Certain Records and Employers. With respect to this Contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:
- i. to examine any records, of the Contractor or any of its subcontractors, that pertain to and involve transactions relating or pursuant to this Contract; and
  - ii. to interview any officer or employee of the Contractor or any subcontractors regarding such transactions.
- (7) Section 1606 – Wage Rate Requirements. All laborers and mechanics employed by pursuant to this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference.
- For purposes of this Contract, laborer or mechanic includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards.
- (8) Section 1605 – Buy American Requirements for Construction Material – Buy American, Use of American Iron, Steel, and Manufactured Goods. None of the funds provided by this Contract may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- e. The Contractor agrees to comply with any modifications or additional requirements that may be imposed by law and future guidance and clarifications of Recovery Act requirements.
  - f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.10., "Federal Economic Stimulus Funding."

**E.17. 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.

IN WITNESS WHEREOF,

MY LEARNING PLAN, INC.:

*Betty Marmoleje* *6/14/11*  
 \_\_\_\_\_  
 CONTRACTOR SIGNATURE DATE  
*Betty Marmoleje, Vice President*  
 \_\_\_\_\_  
 PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

*Kevin Huffman* *6/16/11*  
 \_\_\_\_\_  
 KEVIN HUFFMAN, COMMISSIONER DATE



ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	My Learning Plan, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	20-0483732

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.

*Betty Marmolejo*  
 \_\_\_\_\_  
 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.

*Betty Marmolejo, Vice President*  
 \_\_\_\_\_  
 PRINTED NAME AND TITLE OF SIGNATORY

*6/14/11*  
 \_\_\_\_\_  
 DATE OF ATTESTATION