

**CONTRACT #8**  
**RFS # 331.50-00111**  
**Edison # 20936**

**Department of Education**

**VENDOR:**  
**Battelle for Kids**



STATE OF TENNESSEE  
**DEPARTMENT OF EDUCATION**  
9<sup>th</sup> FLOOR, ANDREW JOHNSON TOWER  
710 JAMES ROBERTSON PARKWAY  
NASHVILLE, TN 37243-0375

**BILL HASLAM**  
GOVERNOR

**KEVIN HUFFMAN**  
COMMISSIONER

**MEMORANDUM**

TO: Lucian Geise, Director, Fiscal Review Committee  
FROM: Kevin Huffman, Commissioner   
DATE: April 22, 2014  
SUBJECT: Request to appear before Fiscal Review Committee regarding request to amend Non-Competitive Contract RFS# 33150-00111

The Department of Education is requesting to amend its contract with Battelle for Kids (BFK) to increase the maximum liability of the contract and extend the end date of the contract for one additional year. Through a no cost extension request process for the Race to the Top (RTTT) grant with the U.S. Department of Education, the state has requested and been approved to extend two deliverables in the BFK contract for an additional year (through June 30, 2015):

1. The first of these extended deliverables requires additional funding, and as such the state is requesting to increase the maximum liability of this contract by \$1,102,000. The funds that will be added to this contract come from savings realized across a variety of other RTTT initiatives over the last several years. With the additional funds added to this contract, the state will be able to continue supporting eight Tennessee-based consultants that BFK has hired and placed in Tennessee to work with Center of Regional Excellence (CORE) Offices on supporting local education agencies (LEAs) in improving math instruction. These consultants were hired in FY14 and have been working with districts successfully for the past year to provide support to Tennessee educators in improving their math instruction. The funds added to this contract will allow the state to continue providing this support to districts for an additional year.
2. The second extended deliverable requires shifting \$21,000 from FY14 of the contract to FY15. The funds that are shifting from FY14 to FY15 will be used to support LEAs as they continue to develop and refine their differentiated pay plans. BFK has been providing consulting services to districts for this purpose for the last four years and the state believes it will be beneficial to districts to continue to provide these services, but at a smaller scale, in FY15.

At the time the state was developing its RTTT application, it surveyed the field of education consultants capable of providing strategic development and consulting in the areas targeted by this portion of the grant application and found that BFK was the only organization with the requisite expertise to fulfill the state objectives. As such, the state entered into a non-competitive contract negotiation with BFK once Tennessee was awarded the RTTT grant. For the past four years BFK has been fulfilling the deliverables outlined in its contract and the state is pleased with the results of their work to this point. The state believes that continuing a portion of the services they have provided through a RTTT no cost extension year will be beneficial to LEAs across the state, particularly as they transition off of RTTT funding themselves.

Thank you for your assistance in obtaining the necessary approval for this amendment.

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Meghan Curran	*Contact Phone:	(615)532-0611		
*Original Contract Number:	FA1132486	*Original RFS Number:	33150-00111		
Edison Contract Number: <i>(if applicable)</i>	20936	Edison RFS Number: <i>(if applicable)</i>	N/A		
*Original Contract Begin Date:	July 1, 2010	*Current End Date:	June 30, 2014		
Current Request Amendment Number: <i>(if applicable)</i>	02				
Proposed Amendment Effective Date: <i>(if applicable)</i>	July 1, 2014				
*Department Submitting:	Education				
*Division:	First to the Top				
*Date Submitted:	April 8, 2014				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	Battelle for Kids				
*Current Maximum Liability:	\$18,272,894.00				
*Current Contract Allocation by Fiscal Year: <b><i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i></b>					
FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY	FY
\$5,547,257	\$4,824,979	\$4,869,996	\$3,030,662	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: <b><i>(attach backup documentation from STARS or FDAS report)</i></b>					
FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY
\$5,547,257	\$4,365,824	\$5,102,819.95	\$2,462,239	\$0.00	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		A few deliverables in FY12 were completed towards the end of the fiscal year, and therefore billing was received and payment was made for these services in FY14. The state is still on track to expend all funds according to schedule with this contract.			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		The state has the authority through its Race to the Top grant to carry forward funds in this grant with approval from the U.S. Department of Education.			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A			
*Contract Funding Source/Amount:	State:	\$0.00	Federal:	\$18,272,894.00	
Interdepartmental:		\$0.00	Other:	\$0.00	
If "other" please define:					
Dates of All Previous Amendments or			Brief Description of Actions in Previous Amendments		

Supplemental Documentation Required for  
Fiscal Review Committee

Revisions: <i>(if applicable)</i>	or Revisions: <i>(if applicable)</i>
April 30, 2012	The state revised some deliverables in this amendment to remove services it no longer needed and to add additional services to support and build capacity in school districts. The net impact to the contract was to reduce the maximum liability by \$327,448.00
Method of Original Award: <i>(if applicable)</i>	Non-Competitive.
*What were the projected costs of the service for the entire term of the contract prior to contract award?	\$24,523,869.00

Supplemental Documentation Required for  
Fiscal Review Committee

	For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.					
	If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.					
	<b>Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.</b>					
Deliverable description:	FY:2011	FY:2012	FY:2013	FY:2014	FY: 2015	Total
Overall Project Support	1,017,632.00	1,095,302.00	677,386.00	570,984.00	202,000.00	3,563,304.00
Learning Maps Development	375,200.00	0.00	0.00	0.00	0.00	375,200.00
Statewide Assessment Structure	1,023,125.00	765,000.00	594,000.00	0.00	0.00	2,382,125.00
Maximizing Value-Added Data	1,409,100.00	782,823.00	579,000.00	0.00	0.00	2,770,923.00
Strategic Compensation Model	1,046,100.00	665,913.00	720,413.00	130,142.05	21,000.00	2,604,568.05
Research and Innovation Expertise	194,100.00	489,386.00	0.00	0.00	0.00	683,486.00
Rural and Urban Education Support	0.00	85,400.00	249,683.95	0.00	0.00	335,083.95
Yearly Application Maintenance Fees	482,000.00	482,000.00	482,000.00	482,000.00	0.00	1,928,000.00
District Capacity Building	0.00	0.00	1,800,337.00	2,052,867.00	900,000.00	4,753,204.00
<b>Total</b>	<b>5,547,257.00</b>	<b>4,365,824.00</b>	<b>5,102,819.95</b>	<b>3,235,993.05</b>	<b>1,123,000.00</b>	<b>19,374,894.00</b>
	<b>Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.</b>					
Deliverable description:	FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY: 2015	Total:
Overall Project Support	0.00	0.00	0.00	0.00	202,000.00	202,000.00
Learning Maps	0.00	0.00	0.00	0.00	0.00	0.00

Supplemental Documentation Required for  
Fiscal Review Committee

Development						
Statewide Assessment Structure	0.00	0.00	0.00	0.00	0.00	0.00
Maximizing Value-Added Data	0.00	0.00	0.00	0.00	0.00	0.00
Strategic Compensation Model	0.00	0.00	0.00	0.00	0.00	0.00
Research and Innovation Expertise	0.00	0.00	0.00	-0.00	0.00	0.00
Rural and Urban Education Support	0.00	0.00	0.00	0.00	0.00	0.00
Yearly Application Maintenance Fees	0.00	0.00	0.00	0.00	0.00	0.00
District Capacity Building	0.00	0.00	0.00	0.00	900,000.00	900,000.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,112,000.00</b>	<b>1,112,000.00</b>
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:		FY:







**Payments against a Contract**

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
33101	214,903.00	000000000000000000020936	0000125359	Battelle for Kids	DFA	0000047870	00237854	201092	11/18/2013	2014
33101	214,903.00	000000000000000000020936	0000125359	Battelle for Kids	DFA	0000049983	00245948	201520	1/27/2014	2014
33101	218,403.00	000000000000000000020936	0000125359	Battelle for Kids	DFA	0000051419	00252532	201721	3/13/2014	2014
33101	221,903.00	000000000000000000020936	0000125359	Battelle for Kids	DFA	0000046137	00229814	200754	9/18/2013	2014
33101	221,903.00	000000000000000000020936	0000125359	Battelle for Kids	DFA	0000046991	00233175	200848	10/10/2013	2014
33101	221,903.00	000000000000000000020936	0000125359	Battelle for Kids	DFA	0000049217	00242830	201267	12/20/2013	2014
33101	222,515.00	000000000000000000020936	0000125359	Battelle for Kids	DFA	0000043935	00224093	200349	8/1/2013	2014
33101	228,903.00	000000000000000000020936	0000125359	Battelle for Kids	DFA	0000050804	00249676	201611	2/18/2014	2014
33101	696,903.00	000000000000000000020936	0000125359	Battelle for Kids	DFA	0000045386	00228485	200671	9/9/2013	2014
	<b>2,462,239.00</b>									

\*As of March 17, 2014



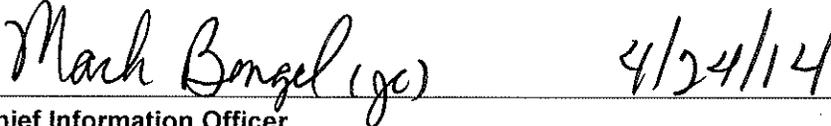
## OIR Pre-Approval Endorsement Request E-Mail Transmittal

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

**FROM :** Mike Hinricher  
E-mail : [Mike.Hinricher@tn.gov](mailto:Mike.Hinricher@tn.gov)

**DATE :** April 22, 2014

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

<b>Applicable RFS #</b> <b>33195-04510</b>
<b>OIR Endorsement Signature &amp; Date:</b>

<b>Chief Information Officer</b>
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

Office for Information Resources (OIR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts 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 document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate 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>Mike Hinricher, 253-4029, Mike.Hinricher@tn.gov</b>
<b>Attachments Supporting Request</b> (mark all applicable)	
<p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to OIR. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. OIR is aware that these documents will not have CPO signature when submitted with this request.</p>	
<input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input type="checkbox"/> Proposed Contract/Grant or Amendment <input type="checkbox"/> Original Contract/Grant and Previous Amendments (if any)	
<b>Information Systems Plan (ISP) Project Applicability</b>	

**Applicable RFS # 33195-04510**

To avoid delay of OIR pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to OIR. If necessary, agency IT staff should contact OIR Planning with questions concerning the need for an ISP project.

IT Director/Staff Name Confirming (required): Richard Charlesworth, CIO

Applicable – Approved ISP Project# CA36002

Not Applicable

**Subject Information Technology Service Description**

Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, *etc.* As applicable, identify the contract or solicitation sections related to the IT services.

Maintenance & Support

# Amendment Request

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprs.Agsprs@tn.gov](mailto:Agsprs.Agsprs@tn.gov)

**APPROVED**

CHIEF PROCUREMENT OFFICER

DATE

<b>Request Tracking #</b>	33150-00111	
<b>1. Procuring Agency</b>	Education	
<b>2. Contractor</b>	Battelle for Kids (BFK)	
<b>3. Contract #</b>	FA1132486	
<b>4. Proposed Amendment #</b>	2	
<b>5. Edison ID #</b>	20936	
<b>6. Contract Begin Date</b>	July 1, 2010	
<b>7. Current Contract End Date</b> – with ALL options to extend exercised	June 30, 2014	
<b>8. Proposed Contract End Date</b> – with ALL options to extend exercised	June 30, 2015	
<b>9. Current Maximum Contract Cost</b> – with ALL options to extend exercised	\$18,272,894.00	
<b>10. Proposed Maximum Contract Cost</b> – with ALL options to extend exercised	\$19,374,894.00	
<b>11. Office for Information Resources Pre-Approval Endorsement Request</b> – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>12. eHealth Pre-Approval Endorsement Request</b> – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>13. Human Resources Pre-Approval Endorsement Request</b> – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>14. Explanation Need for the Proposed Amendment</b>		
<p>The proposed amendment will extend the term of the contract for an additional year to allow the vendor to do two things:</p> <ol style="list-style-type: none"> <li>1. It will add \$1,102,000.00 to the contract to allow the vendor to continue to provide eight Tennessee-based consultants to the state that will provide instructional support to local education agencies (LEAs). This is half of the number of consultants the contractor provided in FY14. The state is planning to transition off of this support after Race to the Top (RTTT) as it further builds out its Center of Regional Excellence (CORE) Offices, and as such, is</li> </ol>		

Request Tracking #	33150-00111
<p>beginning to scale back these supports and is only requesting to continue half of them into FY15. These consultants have worked with the CORE Offices and LEAs over the past year to support LEAs with providing instructional support and resources to teachers across the state in the areas of math content and pedagogy. The additional funds for this work come from savings realized across a variety of other RTP initiatives.</p> <p>2. It will allow the state to carry forward \$21,000 in unused funds from FY14 to support LEAs in developing differentiated pay plans. The state will carry forward into FY15 six consulting days, at a cost of \$3,500 each.</p>	
<p><b>15. Name &amp; Address of the Contractor's Principal Owner(s)</b>  <i>– NOT required for a TN state education institution</i></p> <p>Dr. James Mahoney, Executive Director  Battelle for Kids  1160 Dublin Road, Suite 500  Columbus, OH 43215  <a href="mailto:jmahoney@battelleforkids.org">jmahoney@battelleforkids.org</a>  Phone: 614-481-3141</p>	
<p><b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Goods or Services</b></p> <p>BFK was established through a partnership with the Ohio Business Roundtable and supported by an initial grant from Battelle Memorial Institute. The organization was created in 2001 to champion improved student achievement in Ohio. They expanded their services in 2005 to offer a wide array of school-improvement services nationwide. Today they partner with education, business and philanthropic organizations on various school improvement initiatives to enhance student learning and teacher development. They have worked with districts and education agencies in Ohio, Pennsylvania, Texas, New York, and Louisiana, and developed numerous publications that have received national awards. In addition, BFK has been providing a variety of services in Tennessee since 2010 and the state has been pleased with their work.</p>	
<p><b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b></p> <p>The state surveyed the field of education consultants capable of providing strategic development and consulting in the areas targeted in this contract (effective data utilization and formative instructional practices, strategic compensation consulting, best practices research, and instructional practice support) and found that BFK was the only organization with the requisite expertise to fulfill the state objective.</p>	
<p><b>18. Justification</b></p> <p>BFK was specifically named in Tennessee's RTTT grant application to provide these services. As such, acceptance of the application by the United States Department of Education and subsequent funding as a result required that we use BFK for these services. Based on their experiences and their work with Tennessee over the past nearly four years, BFK remains best positioned to continue to provide the additional support to LEAs described in the amended scope as it will continue a small portion of the work BFK has been providing to the state for the last several years in order to help the state and LEAs transition off of RTTT funding.</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 circumstances</i></p> <p> 4/22/14</p>	



## CONTRACT AMENDMENT

<b>Agency Tracking #</b> 33150-00111	<b>Edison ID</b> 20936	<b>Contract #</b> FA1132486	<b>Amendment #</b> 2		
<b>Contractor Legal Entity Name</b> Battelle for Kids			<b>Edison Vendor ID</b> 0000125359		
<b>Amendment Purpose &amp; Effect(s)</b> Adjust the scope of services, increase the maximum liability, and extend the end date of the contract.					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> June 30, 2015			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$1,102,000.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2011	\$0.00	\$5,547,257.00	\$0.00	\$0.00	\$5,547,257.00
2012	\$0.00	\$4,365,824.00	\$0.00	\$0.00	\$4,365,824.00
2013	\$0.00	\$5,102,819.95	\$0.00	\$0.00	\$5,102,819.95
2014	\$0.00	\$3,235,993.05	\$0.00	\$0.00	\$3,235,993.05
2015	\$0.00	\$1,123,000.00	\$0.00	\$0.00	\$1,123,000.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$19,374,894.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$19,374,894.00</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) N/A		<b>Account Code</b> (optional) Various			

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

<b>RFS Number</b>		33150-00211						
<b>Edison ID</b>		20568						
<b>Fiscal Year</b>	<b>Department ID</b>	<b>Speedchart Number</b>	<b>Program Code</b>	<b>Account Code</b>	<b>Fund</b>	<b>Project/ Grant Code</b>	<b>CFDA #</b>	<b>Amount</b>
2011	331500000	N/A	114100	70803000	25000	EDRTTTINTDATA11	84.395	\$25,000.00
2011	331500000	N/A	114100	70899000	25000	EDRTTTINTDATA11	84.395	\$5,522,257.00
2012	331500000	N/A	114100	70803000	25000	EDRTTTINTDATA11	84.395	\$25,000.00
2012	331500000	N/A	114100	70899000	25000	EDRTTTINTDATA11	84.395	\$4,340,824.00
2013	331500000	N/A	114100	70803000	25000	EDRTTTINTDATA11	84.395	\$25,000.00
2013	331500000	N/A	114100	70899000	25000	EDRTTTINTDATA11	84.395	\$5,077,819.95
2014	331500000	N/A	114100	70803000	25000	EDRTTTINTDATA11	84.395	\$25,000.00
2014	331500000	N/A	114100	70899000	25000	EDRTTTINTDATA11	84.395	\$3,210,993.05
2015	331500000	N/A	114100	70803000	25000	EDRTTTINTDATA11	84.395	\$25,000.00
2015	331500000	N/A	114100	70899000	25000	EDRTTTINTDATA11	84.395	\$1,098,000.00
<b>TOTAL</b>								<b>\$19,374,894.00</b>

**AMENDMENT 2  
OF CONTRACT FA1132486**

This Amendment is made and entered by and between the State of Tennessee, Department of Education hereinafter referred to as the "State" and Battelle for Kids, 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.3.f and all subsequent sections are renumbered accordingly.
  - f. Year Five of the contract term shall refer to the 2014-15 Fiscal Year.
2. Contract section A.2.d is deleted in its entirety and replaced with the following:
  - d. **District Capacity Building:** The Contractor shall support the State in building the capacity of local districts by providing consulting services to school systems. The Contractor shall, in consultation with the State, arrange for and provide 16 Tennessee-based consultants in FY14 and to support districts in providing math instructional support to educators, and in analyzing their data to inform strategic decisions. The Contractor shall, in consultation with the state, arrange for and provide 8 Tennessee-based consultants in FY15 to continue to support districts in providing math instructional support to educators. These individuals shall work full-time in coordination with the State CORE Offices to address district needs in these critical areas. The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of this contract. The State will document in writing the reason(s) for any rejection of personnel.
3. Contract section B. is deleted in its entirety and replaced with the following:
 

**B. CONTRACT PERIOD:**

  - B.1. Contract Period. This Contract shall be effective for the period beginning July 1, 2010, and ending on June 30, 2015. 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.
4. 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 Nineteen Million, Three Hundred Seventy-Four Thousand, Eight Hundred Ninety-Four Dollars and No Cents (\$19,374,894.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

5. Contract section C.3.b.(4) is deleted in its entirety and replaced with the following:

(4) For service performed from July 1, 2013 through June 30, 2014, the following rates shall apply:

<b>Service Description</b>	<b>Amount</b>
Overall Project Support (A.3) (12 Months)	\$527,636.00
Strategic Compensation Model (A.7)	
Consulting services for districts implementing differentiated pay plans.	\$110,826.00
District Capacity Building (A.9.d)	\$1,889,200.00
Yearly Application Maintenance Fees (A.6,7)	\$482,000.00

6. The following is added as Contract section C.3.b(5).

(5) For service performed from July 1, 2014 through June 30, 2015, the following rates shall apply:

<b>Service Description</b>	<b>Amount</b>
Overall Project Support (A.3) (12 Months)	\$202,000.00
Strategic Compensation Model (A.7)	
Consulting services for districts implementing differentiated pay plans.	\$21,000.00
District Capacity Building (A.9.d)	\$900,000.00

7. 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:

Tennessee Department of Education  
 First to the Top  
 Meghan Curran, Director  
 710 James Robertson Parkway, 10<sup>th</sup> floor  
 Nashville, TN 37243  
 State Agency Billing Address

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 / First to the Top
- (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.

c. Disbursement Reconciliation and Close-Out. The Contractor shall submit any final invoice within forty-five (45) days of the end of the contract term.

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

9. The following is added as Contract section E.20.

E.20. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

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 June 30, 2014. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**BATTELLE FOR KIDS:**

---

**SIGNATURE**

**DATE**

---

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

**TENNESSEE DEPARTMENT OF EDUCATION:**

---

**KEVIN HUFFMAN, COMMISSIONER**

**DATE**

**ATTACHMENT B**

**AUTHORIZATION AND ACKNOWLEDGEMENT OF FERPA COMPLIANCE**

**Whereas**, State has contracted with **Battelle for Kids** on **July 1, 2010** through **June 30, 2015** (**Agency Tracking # 33150-00111**), for **providing support and professional development services to support the State's First to the Top initiative**, and

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

**Whereas**, 34 C.F.R. 99.31, authorizes an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services.

Therefore, the State and **Battelle for Kids** hereby agree as follows:

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

---

**BATTELLE FOR KIDS**

**DATE**

---

**TENNESSEE DEPARTMENT OF EDUCATION**

**DATE**



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE

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

Sen. Bill Ketron, Chairman  
Senators

Douglas Henry            Reginald Tate  
Brian Kelsey             Ken Yager  
Eric Stewart  
Randy McNally, *ex officio*  
Lt. Governor Ron Ramsey, *ex officio*

Rep. Curtis Johnson, Vice-Chairman  
Representatives

Tommie Brown            David Shepard  
Jim Coley                 Tony Shipley  
Charles Curtiss            Curry Todd  
Johnny Shaw                Mark White  
Charles Sargent, *ex officio*  
Speaker Beth Harwell, *ex officio*

MEMORANDUM

TO:                    The Honorable Mark Emkes, Commissioner  
                          Department of Finance and Administration

FROM:                Senator Bill Ketron, Chairman  
                          Representative Curtis Johnson, Vice-Chairman

DATE:                June 7, 2012

SUBJECT:            **Contract Comments**  
                          (Fiscal Review Committee Meeting 6/4/12)

BK CJ

**RFS# 331.50-00111 (Edison # 20936)**

**Department: Education**

**Vendor: Battelle for Kids, Inc.**

**Summary: The vendor is responsible for the provision of support and professional development services to support the State's Race to the Top Initiative. The proposed amendment revises the scope of services and decreases the maximum liability by \$327,448.**

**Current maximum liability: \$18,600,342**

**Proposed maximum liability: \$18,272,894**

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

cc: The Honorable Kevin Huffman, Commissioner  
      Ms. Jessica Robertson, Chief Procurement Officer



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

**MEMORANDUM**

TO: Lucien Guise, Director Fiscal Review Committee

FROM: Kevin Huffman, Commissioner

DATE: April 23, 2012 (KH)

SUBJECT: Request to appear before Fiscal Review Committee regarding Request to amend Non-Competitive Amendment RFS# 33150-00111

Please consider the enclosed request for non-competitive amendment to the Battelle for Kids (BFK) contract which will update the scope of services to better align with the Department of Education's (TNDOE) strategic plan and current needs. The state named BFK in the Race to the Top grant application and subsequently contracted with them to provide strategic counseling and support on implementation of the goals and objectives of the state's First to the Top grant. Over the past two years, BFK has been working with TNDOE to provide statewide support on formative instructional practices, value-added data usage, strategic compensation, data systems and analysis, research into effective practices of teachers and principals, and supporting school systems in both urban and rural environments across the state. The contract with BFK was a required part of the Race to the Top grant awarded to the state by the U.S. Department of Education.

At the time, the TNDOE surveyed the field of education consultants capable of providing strategic development and consulting in the areas targeted by this portion of the grant application and found that BFK was the only organization with the requisite expertise to fulfill the state objectives. This holds true for the adjusted scope of services requested through this amendment. The TNDOE is in the process of surveying all of its Race to the Top contracts at the mid-way point of implementation to ensure that all of the work is still aligned to the state's most pressing needs. As such, the TNDOE is requesting to adjust the way in which BFK is providing targeted support to districts. It has been determined that rather than providing workshops and research-based best practices, what districts really need is targeted one-on-one support from exceptional individuals. Therefore, the TNDOE is reallocating resources in the BFK contract to be able to provide consultants in each field service region to support districts in the transition to common core and in analyzing and using data to support strategic decision-making. The TNDOE believes this support will be a critical lever in ensuring districts meet the student achievement outcomes outlined in its Race to the Top grant.

Thank you for your consideration.

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Meghan Curran	*Contact Phone:	(615)532-0611
*Original Contract Number:	FA1132486	*Original RFS Number:	33150-00111
Edison Contract Number: <i>(if applicable)</i>	20936	Edison RFS Number: <i>(if applicable)</i>	n/a
*Original Contract Begin Date:	July 1, 2010	*Current End Date:	June 30, 2014
Current Request Amendment Number: <i>(if applicable)</i>	1		
Proposed Amendment Effective Date: <i>(if applicable)</i>	July 1, 2012		
*Department Submitting:	Education		
*Division:	First to the Top		
*Date Submitted:	April 23, 2012		
*Submitted Within Sixty (60) days:	Yes		
<i>If not, explain:</i>	n/a		
*Contract Vendor Name:	Battelle for Kids		
*Current Maximum Liability:	\$18,600,342.00		
<b>*Current Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY:2011	FY:2012	FY:2013	FY2014
\$7,356,741.00	\$4,293,870.00	\$4,326,900.00	\$2,623,101.00
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from STARS or FDAS report)</i>			
FY2011	FY:2012	FY:	FY:
\$5,547,257.00	\$4,064,986.00	\$	\$
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>	Some deliverables came in under budget in year one and a few deliverables were delayed and have been billed in year two. Remaining unspent funds will be reallocated within this amendment to other services and to other underfunded aspects of the state's Race to the Top grant with approval from the U.S. Department of Education.		
<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</b>	n/a		

Supplemental Documentation Required for  
Fiscal Review Committee

reasons and explain how funding was acquired to pay the overage:				
*Contract Funding Source/Amount:	State:	\$0.00	Federal:	\$18,600,342.00
Interdepartmental:		\$0.00	Other:	\$0.00
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
n/a		n/a		
Method of Original Award: <i>(if applicable)</i>		Non-competitive		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		\$24,523,869.00		

Supplemental Documentation Required for  
Fiscal Review Committee

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

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

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

Deliverable description:	FY:2011	FY:2012	FY:2013	FY:2014	Total
Overall Project Support	1,017,632.00	1,295,860.00	520,170.00	527,636.00	3,361,298.00
Learning Maps Development	375,200.00	0.00	0.00	0.00	375,200.00
Statewide Assessment Structure	1,023,125.00	780,000.00	579,000.00	0.00	2,382,125.00
Maximizing Value-Added Data	1,409,100.00	710,823.00	579,000.00	0.00	2,698,923.00
Strategic Compensation Model	1,046,100.00	731,826.00	745,826.00	131,826.00	2,655,578.00
Research and Innovation Expertise	194,100.00	489,386.00	0.00	0.00	683,486.00
Rural and Urban Education Support	0.00	335,084.00	0.00	0.00	335,084.00
Yearly Application Maintenance Fees	482,000.00	482,000.00	482,000.00	482,000.00	1,928,000.00
District Capacity Building	0.00	0.00	1,964,000.00	1,889,200.00	3,853,200.00
<b>Total</b>	<b>5,547,257.00</b>	<b>4,824,979.00</b>	<b>4,869,996.00</b>	<b>3,030,662.00</b>	<b>18,272,894.00</b>

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

Deliverable description:	FY: 2011	FY: 2012	FY: 2013	FY: 2014	Total:
Overall Project Support	-95,512.00	92,512.00	-706,902.00	-723,148.00	-1,430,050.00
Learning Maps Development	0.00	0.00	0.00	0.00	0.00
Statewide Assessment Structure	-15,000.00	15,000.00	-188,280.00	-190,602.00	-378,882.00
Maximizing Value-Added Data	0.00	0.00	-131,823.00	-131,823.00	-263,646.00

Supplemental Documentation Required for  
Fiscal Review Committee

Strategic Compensation Model	-56,000.00	21,000.00	35,000.00	0.00	0.00
Research and Innovation Expertise	-292,886.00	67,513.00	-428,899.00	-436,066.00	-1,090,338.00
Rural and Urban Education Support	-1,352,816.00	335,084.00	0.00	0.00	-1,017,732.00
Yearly Application Maintenance Fees	0.00	0.00	0.00	0.00	0.00
District Capacity Building	0.00	0.00	1,964,000.00	1,889,200.00	3,853,200.00
<b>Total</b>	<b>-1,809,214.00</b>	<b>531,109.00</b>	<b>543,096.00</b>	<b>407,561.00</b>	<b>-327,448.00</b>
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

## TN\_PU\_CN021 - Payments against a Contract

Edison Contract ID: 0000000000000000000020936

Fiscal Year: 2011

[View Results](#)

Download results in : [Excel SpreadSheet](#) [CSV Text File](#) [XML File](#) (3 kb)

View All

First 1-11 of 11 Last

	Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	D.VOUCHER_ID	Year
1	33101	92512.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000019273	00090384	2011
2	33101	92512.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000021354	00103449	2011
3	33101	120512.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000023932	00119714	2011
4	33101	264337.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000024553	00123295	2011
5	33101	270812.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000023082	00113886	2011
6	33101	372842.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000019273	00090394	2011
7	33101	390587.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000022182	00107919	2011
8	33101	574512.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000019911	00095589	2011
9	33101	671512.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000020602	00098722	2011
10	33101	1250512.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000019273	00090392	2011
11	33101	1446607.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000020171	00096702	2011

TN\_PU\_CN021 - Payments against a Contract

Edison Contract ID: 0000000000000000000020936

Fiscal Year: 2012

[View Results](#)

Download results in : [Excel SpreadSheet](#) [CSV Text File](#) [XML File](#) (2 kb)

View All

First 1-8 of 8 Last

Unit	Sum Amount	Edison Contract ID	Vendor ID	Vendor Name	Type	PO_ID	D.VOUCHER_ID	Year
1 33101	100279.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000029746	00150260	2012
2 33101	129479.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000030980	00155180	2012
3 33101	213129.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000029382	00148499	2012
4 33101	298015.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000029382	00148500	2012
5 33101	308580.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000024912	00126304	2012
6 33101	471129.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000031009	00155185	2012
7 33101	804097.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000027504	00137108	2012
8 33101	1740279.000	0000000000000000000020936	0000125359	Battelle for Kids	DFA	0000026184	00129369	2012

# Non-Competitive Amendment Request

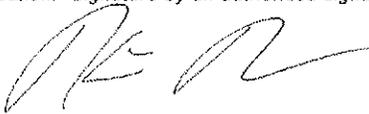
NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [AgSprs.Agspr@sate.tn.us](mailto:AgSprs.Agspr@sate.tn.us)

APPROVED

COMMISSIONER OF FINANCE & ADMINISTRATION

<b>Request Tracking #</b>	33150-00111	
<b>1. Procuring Agency</b>	Education	
<b>2. Contractor</b>	Battelle for Kids	
<b>3. Contract #</b>	FA1132486	
<b>4. Proposed Amendment #</b>	1	
<b>5. Edison ID #</b>	20936	
<b>6. Contract Begin Date</b>	July 1, 2010	
<b>7. Current Contract End Date</b> – with ALL options to extend exercised	June 30, 2014	
<b>8. Proposed Contract End Date</b> – with ALL options to extend exercised	June 30, 2014	
<b>9. Current Maximum Contract Cost</b> – with ALL options to extend exercised	\$18,600,342.00	
<b>10. Proposed Maximum Contract Cost</b> – with ALL options to extend exercised	\$18,272,894.00	
<b>11. Office for Information Resources Endorsement</b> – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
<b>12. eHealth Initiative Support</b> – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>13. Human Resources Support</b> – state employee training service	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
<b>14. Explanation Need for the Proposed Amendment</b>		
<p>Battelle for Kids was named in Tennessee's Race to the Top application as a partner in achieving the outcomes set forth in its application. The state and Battelle for Kids have worked together for two years under Race to the Top and have determined a need to adjust some of the services provided through the contract to better meet the state's current needs. The state is choosing to eliminate some of the services provided in favor of providing direct, one-on-one support to districts. It has become clear over the last two years that districts have a compelling need for direct, customized support on implementing the common core state standards and in analyzing their data to drive action towards results. Battelle for Kids is uniquely positioned to provide this</p>		

Request Tracking #	33150-00111
support to districts because of the services they have been providing for the past two years.	
<b>15. Name &amp; Address of the Contractor's Principal Owner(s)</b> <i>- NOT required for a TN state education institution</i>  Dr. James Mahoney, Executive Director 1160 Dublin Road, Ste. 500 Columbus, OH 43215	
<b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</b>  Battelle for Kids was established through a partnership with the Ohio Business Roundtable and supported by an initial grant from Battelle Memorial Institute. The organization was created in 2001 to champion improved student achievement in Ohio. They expanded their services in 2005 to offer a wide array of school-improvement services nationwide. Today they partner with education, business and philanthropic organizations on various school improvement initiatives to enhance student learning and teacher development. They have worked with districts and education agencies in Ohio, Pennsylvania, Texas, New York, and Louisiana, and developed numerous publications that have received national awards.	
<b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b>  The state surveyed the field of education consultants capable of providing strategic development and consulting in the areas targeted by this portion of the work (effective data utilization, best practices research, and instructional practice support) and found that BFK was the only organization with the requisite expertise to fulfill the state objectives.	
<b>18. Justification</b> <i>- specifically explain why non-competitive negotiation is in the best interest of the state</i>  Battelle for Kids was specifically named in the Race to the Top grant application to provide these services. As such, acceptance of the application by the United States Department of Education and subsequent funding as a result required that we use Battelle for Kids for these services. For all of the reasons outlined in the application, Battelle for Kids remains best positioned to provide the additional support to districts described in the amended scope as it ties in closely to the work that they have already been doing with districts over the past two years, and a survey done by the First to the Top office demonstrates that districts are satisfied with the services Battelle For Kids has provided.	
<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>   <span style="float: right;">4/18/12</span>	



## 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 :** April 16, 2012

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

**Applicable RFS # 33150-00111**

**OIR Endorsement Signature & Date:**

*Mark Bengel (gc)*

*4/16/12*

**Chief Information Officer**

*NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.*

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>Kristen McKeever, 532-8539, Kristen.McKeever@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 checked="" 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 type="checkbox"/> Non-Competitive Amendment Request	
<b>Information Systems Plan (ISP) Project Applicability</b>	
<input checked="" type="checkbox"/> Not Applicable to this Request	
<input type="checkbox"/> Applicable- ISP Project#	
<b>Response Confirmed by IT Director/Staff</b> (name): <b>Lisa Howard,</b>	

**Applicable RFS # 33150-00111**

**Required Attachments** (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

**Subject Information Technology Service Description**

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

Support & professional development services to support the State's RTTT initiative.



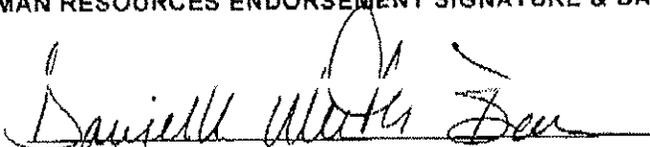
# HR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Mark Donner, Director of Administrative Services  
Department of Human Resources  
E-Mail : [Mark.Donner@tn.gov](mailto:Mark.Donner@tn.gov)

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

**DATE :** June 16, 2010

**RE :** Request for Human Resources Pre-Approval Endorsement

<b>APPLICABLE RFS #</b> 33150-00111
<b>HUMAN RESOURCES ENDORSEMENT SIGNATURE &amp; DATE :</b>  4/20/12 Department of Human Resources

Department of Human Resources (HR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements involving services relating to the employment of current or prospective state employees (interviewing, screening, evaluating, *et cetera*) or training state employees. This request seeks to ensure that HR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s).

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

<b>SERVICE DESCRIPTION :</b> Contractor will be developing and providing several programs and initiatives as part of the First to the Top program. These programs and initiatives will eventually be taken over by State personnel after the termination of the contract. Contractor will be providing training to State personnel during the next four years to support the Contractor's work and to ensure a smooth transition when the State takes full ownership of the services in four years.
<b>CONTRACTING AGENCY CONTACT :</b> Kristen McKeever, Director of Contracts TELEPHONE # 615-532-8539 Fax # 615-253-5705 <a href="mailto:Kristen.McKeever@tn.gov">Kristen.McKeever@tn.gov</a>
<b>REQUIRED ATTACHMENT AS APPLICABLE (copies without signatures acceptable) :</b> <input type="checkbox"/> RFP <input type="checkbox"/> Competitive Negotiation Request <input type="checkbox"/> Alternative Procurement Method Request <input checked="" type="checkbox"/> Non-Competitive Contract/Amendment Request



## CONTRACT AMENDMENT

Agency Tracking # 33150-00111	Edison ID 20936	Contract # FA1132486	Amendment # 1		
Contractor Legal Entity Name Battelle for Kids			Edison Vendor ID 0000125359		
Amendment Purpose & Effect(s) Revise scope of services and decrease maximum liability.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2014			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			<b>(\$327,448.00)</b>		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$0.00	\$5,547,257.00	\$0.00	\$0.00	\$5,547,257.00
2012	\$0.00	\$4,824,979.00	\$0.00	\$0.00	\$4,824,979.00
2013	\$0.00	\$4,869,996.00	\$0.00	\$0.00	\$4,869,996.00
2014	\$0.00	\$3,030,662.00	\$0.00	\$0.00	\$3,030,662.00
TOTAL:	\$0.00	\$18,272,894.00	\$0.00	\$0.00	\$18,272,894.00
American Recovery and Reinvestment Act (ARRA) Funding: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			OCR USE		
			FA1132486-01		
Speed Chart (optional) None	Account Code (optional) Various				





**AMENDMENT 1  
OF CONTRACT FA1132486**

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

1. Contract section A.3.a.-f. are deleted in their entirety and all subsequent sections are renumbered accordingly.
2. Contract section A.8.c.-d. are deleted in their entirety.
3. The following is added as Contract section A.9.d.

d. **District Capacity Building.** The Contractor shall support the State in building the capacity of local districts by providing consulting services to school systems. The Contractor shall, in consultation with the State, arrange for and provide 16 Tennessee-based consultants to support districts in executing the transition to common core state standards and in analyzing their data to inform strategic decision-making. These individuals shall work full-time in conjunction with State Field Service Offices to address district needs in these two critical areas. The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of this contract. The State will document in writing the reason(s) for any rejection of personnel.

4. 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 eighteen million two hundred seventy-two thousand eight hundred ninety-four dollars and no cents (\$18,272,894.00). 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.

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

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

Service Description	Amount
Overall Project Support (A.3) (12 Months)	\$520,170.00
Statewide Assessment Structure (A.5)	
Online Formative Assessment Courses	\$579,000.00
Maximizing Value-Added Data (A.6)	



Online Value-Added Courses	\$579,000.00
Strategic Compensation Model (A.7)	
Delivery of Differentiated Compensation Courses	\$579,000.00 / upon completion
Consulting services for districts implementing strategic compensation plans	\$166,826.00
District Capacity Building; A.9.d.	\$1,964,000.00
Yearly Application Maintenance Fees (A.6,7)	\$ 482,000.00

6. Contract section C.3.b.(4) is deleted in its entirety and replaced with the following:

(4) For service performed from July 1, 2013 through June 30, 2014, the following rates shall apply:

Service Description	Amount
Overall Project Support (A.3) (12 Months)	\$527,636.00
Strategic Compensation Model (A.7)	
Consulting services for districts implementing strategic compensation plans	\$131,826.00
District Capacity Building; A.9.d.	\$1,889,200.00
Yearly Application Maintenance Fees (A.6,7)	\$482,000.00

7. 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:

Meghan Curran, Director, First to the Top  
 Tennessee Department of Education  
 710 James Robertson Parkway  
 Andrew Johnson Tower, 5<sup>th</sup> Floor  
 Nashville, TN 37243  
 Meghan.Curran@tn.gov  
 Telephone # 615-532-0611  
 FAX # 615-532-8536

The Contractor:

Dr. James Mahoney, Executive Director  
 Battelle For Kids  
 1160 Dublin Road, Suite 500  
 Columbus, OH 43215  
 jmahoney@battelleforkids.org  
 Telephone # 614-481-3141  
 FAX # 614-481-8997



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 June 30, 2012. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

BATTELLE FOR KIDS:

Donna L. Davis 4-30-2012

SIGNATURE

DATE

Donna L. Davis CFO

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

Kevin Huffman 5/2/12

KEVIN HUFFMAN, COMMISSIONER

DATE

OCTOBER 2011

## ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	FA1132486
CONTRACTOR LEGAL ENTITY NAME:	Battelle for Kids
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	311781583

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

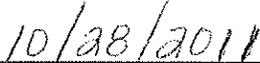


CONTRACTOR SIGNATURE

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



PRINTED NAME AND TITLE OF SIGNATORY



DATE OF ATTESTATION



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

320 Sixth Avenue, North -- 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

**Sen. Bill Ketron, Chairman**  
Senators

Douglas Henry            Reginald Tate  
Doug Jackson            Ken Yager  
Brian Kelsey  
Randy McNally, *ex officio*  
Lt. Governor Ron Ramsey, *ex officio*

**Rep. Charles Curtiss, Vice-Chairman**  
Representatives

Harry Brooks            Donna Rowland  
Curtis Johnson           Tony Shipley  
Steve McManus           Curry Todd  
Mary Pruitt               Eddie Yokley  
Craig Fitzhugh, *ex officio*  
Speaker Kent Williams, *ex officio*

**M E M O R A N D U M**

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

FROM:                Bill Ketron, Chairman, Fiscal Review Committee **BK**  
                          Charles Curtiss, Vice-Chairman, Fiscal Review Committee **CC**

DATE:                 June 30, 2010

SUBJECT:            **Contract Comments**  
                          (Fiscal Review Committee Meeting 6/29/10)

**RFS# 331.50-00111**

**Department: Education/Instructional Leadership**

**Contractor: Battelle for Kids, Inc.**

**Summary: The proposed contract is for the provision of support and professional development services to support the State's Race to the Top Initiative. The proposed contract has a term beginning July 1, 2010, and ending June 30, 2014.**

**Maximum liability: \$18,600,342**

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

cc: The Honorable Tim Webb, Commissioner  
     Mr. Robert Barlow, Director, Office of Contracts Review



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

**PHIL BREDESEN**  
GOVERNOR

**TIMOTHY K. WEBB, ED.D.**  
COMMISSIONER

Date: June 17, 2010  
To: Robert Barlow, Office of Contracts Review  
From: Timothy K. Webb, Commissioner *TKW*  
Subject: Explanation for Request for Non-Competitive Contract (RFS 33150-00111) Submitted less than Sixty Days after F&A Receipt

With the Race to the Top grant award being announced in early April, work for this contract couldn't begin until after that time. There has been extensive negotiations into the various aspects of the services provided under this contract, and has caused a necessary delay in finalizing the scope of service and payment methodology. Continued communication was required from multiple individuals both with the Contractor and the State to implement the State's First to the Top initiatives.

Further delays were caused by the 3-week displacement of the staff working on this contract due to the flooding in downtown Nashville. We regret the time delay in submitting this contract for consideration, but found it to be otherwise unavoidable.

cc: Barry Olhausen  
Kristen McKeever



PHIL BREDESEN  
GOVERNOR

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

TIMOTHY K. WEBB, Ed.D.  
COMMISSIONER

RECEIVED  
JUN 22 2010  
FISCAL REVIEW

MEMORANDUM

TO: Mr. James White, Fiscal Review Committee  
FROM: Timothy K. Webb, Commissioner *Timothy K. Webb*  
DATE: June 17, 2010  
SUBJECT: Request to appear before Fiscal Review Committee regarding Request for Non-Competitive Contract - RFS# 33150-00111

The Department of Education requests to contract with Battelle For Kids (BFK) to provide strategic counseling and implementation of goals and objectives of the TN First to the Top initiative. Specifically, these goals focus around statewide assessment, value-added data usage, strategic compensation, data systems, research into effective practices of teachers and principals, and support of school systems both in the rural and urban setting.

The contract is a required part of the Race to the Top grant awarded to the State by the U.S. Department of Education.

The State surveyed the field of education consultants capable of providing strategic development and consulting in the areas targeted by this portion of the grant application and found that BFK was the only organization with the requisite expertise to fulfill the state objectives. Further, BFK was specifically named in the grant to provide these services. As such, acceptance of the application by the United States Department of Education and subsequent funding as a result require that we use Battelle For Kids for these services.

With the Race to the Top grant award being announced in early April, work for this contract couldn't begin until after that time. There has been extensive negotiations into the various aspects of the services provided under this contract, and has caused a necessary delay in finalizing the scope of service and payment methodology. Continued communication was required from multiple individuals both with the Contractor and the State to coordinate all of its First to the Top initiatives.

Further delays were caused by the 3-week displacement of the staff working on this contract due to the flooding in downtown Nashville. We regret the time delay in submitting this contract for consideration, but found it to be otherwise unavoidable.

Thank you for your assistance in obtaining the necessary approval for this amendment.

CC: Mr. Robert Greene  
Mr. Barry Olhausen  
Ms. Kristen McKeever

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Barry Olhausen	*Contact Phone:	532-4712		
*Original Contract Number:	To be assigned by OCR	*Original RFS Number:	33150-00111		
Edison Contract Number: (if applicable)	20936	Edison RFS Number: (if applicable)	33150-00111		
*Original Contract Begin Date:	07/01/2010	*Current End Date:	06/30/2014		
Current Request Amendment Number: (if applicable)	N/A				
Proposed Amendment Effective Date: (if applicable)	N/A				
*Department Submitting:	Education				
*Division:	Instructional Leadership				
*Date Submitted:	6/17/2010				
*Submitted Within Sixty (60) days:	No				
<i>If not, explain:</i>	See attached memo.				
*Contract Vendor Name:	Battelle For Kids, Inc.				
*Current Maximum Liability:	\$18,600,342				
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY:10-11	FY:11-12	FY:12-13	FY:13-14	FY:	FY
\$ 7,356,741	\$ 4,293,870	\$ 4,326,900	\$ 2,623,101	\$	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY:10-11	FY:11-12	FY:12-13	FY:13-14	FY:	FY
\$ 0	\$ 0	\$ 0	\$ 0	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					
*Contract Funding Source/Amount:	State:		Federal:	\$ 18,600,342	
Interdepartmental:			Other:		

Supplemental Documentation Required for  
Fiscal Review Committee

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

If "other" please define:	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>	Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>
Method of Original Award: <i>(if applicable)</i>	
*What were the projected costs of the service for the entire term of the contract prior to contract award?	\$ 24,523,869.00

**Supplemental Documentation Required for  
Fiscal Review Committee**

<b>Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.</b>					
<b>Deliverable description:</b>	<b>FY:11</b>	<b>FY:12</b>	<b>FY:13</b>	<b>FY:14</b>	<b>Total:</b>
Overall Support	\$1,110,144.00	\$1,203,348.00	\$1,227,072.00	\$1,250,784.00	\$4,791,348
Learning Maps Development	\$375,200.00	\$0	\$0	\$0	\$375,200
Statewide Assessment Structure	\$1,038,125.00	\$765,000.00	\$767,280.00	\$190,602.00	\$2,761,007
Maximizing Value-Added Data	\$1,409,100.00	\$710,823.00	\$710,823.00	\$131,823.00	\$2,962,569
Strategic Compensation Model	\$1,102,100.00	\$710,826.00	\$710,826.00	\$131,826.00	\$2,655,578
Research and Innovation Expertise	\$486,986.00	\$421,873.00	\$428,899.00	\$436,066.00	\$1,773,824
Rural and Urban Education Support	\$1,352,816.00	\$0	\$0	\$0	\$1,352,816
Yearly Application Maintenance Fees	\$482,000.00	\$482,000.00	\$482,000.00	\$482,000.00	\$1,928,000
<b>TOTAL:</b>	<b>\$7,356,471.00</b>	<b>\$4,293,870.00</b>	<b>\$4,326,900.00</b>	<b>\$2,623,101.00</b>	<b>\$18,600,342</b>
<b>Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.</b>					
<b>Deliverable description:</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>
N/A					
<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>Proposed Vendor Cost: (name of vendor)</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>
N/A					
<b>Other Vendor Cost: (name of vendor)</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>
<b>Other Vendor Cost: (name of vendor)</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>	<b>FY:</b>

# NON-COMPETITIVE CONTRACT REQUEST

This request is NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant. **cy10-493**

APPROVED based only upon the attached  
FRC recommendation

*MJ Goetz* 6/13, 2010

COMMISSIONER OF FINANCE & ADMINISTRATION

<b>AGENCY REQUEST TRACKING #</b> 33150-00111	
1 <b>PROCURING AGENCY</b>	Department of Education
2 <b>SERVICE</b>	Strategic counseling and implementation of goals and objectives of the First to the Top initiative.
3 <b>APPROVAL CRITERIA</b> (select one)	<input checked="" type="checkbox"/> non-competitive negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service
4 <b>PROPOSED CONTRACTOR</b>	Battelle for Kids
5 <b>CONTRACT BEGIN DATE</b> (attach explanation if < 60 days after F&A receipt)	July 1, 2010
6 <b>CONTRACT END DATE</b> (with ALL options to extend exercised)	June 30, 2014
7 <b>MAXIMUM CONTRACT COST</b> (with ALL options to extend exercised)	\$18,600,342.00
8 <b>SERVICE DESCRIPTION</b>	Providing support and professional development services to support the State's First To The Top initiative
9 <b>EXPLANATION OF NEED FOR OR REQUIREMENT PLACED ON THE STATE TO ACQUIRE THE SERVICE</b>	The service will assist Tennessee in achieving the outcomes set forth by the state's Race to the Top grant application submitted by the Governor's office and approved by the United States Department of Education. Services rendered further ensure compliance with professional development requirements set forth in Public Chapter 2 passed by the State Legislature, and new mandates required by the State Board of Education in 2009.
10 <b>HAS THE PROCURING AGENCY EVER BOUGHT THE SERVICE BEFORE ?</b> <input type="checkbox"/> YES or <input checked="" type="checkbox"/> NO <b>IF SO, WHAT PROCUREMENT METHOD WAS USED ?</b>	N/A
11 <b>NAME &amp; ADDRESS OF THE CONTRACTOR'S PRINCIPAL OWNER(S)</b> (NOT required for a TN state education institution)	Dr. James Mahoney, Executive Director 1160 Dublin Road, Ste 500 Columbus, OH 43215
12 <b>EVIDENCE OF THE CONTRACTOR'S EXPERIENCE &amp; LENGTH OF EXPERIENCE PROVIDING THE SERVICE</b>	Battelle for Kids was established through a partnership with the Ohio Business Roundtable and supported by an initial

**RECEIVED**

By Terri Pognant at 1:43 pm, Jun 17, 2010

**AGENCY REQUEST TRACKING # 33150-00111**

grant from Battelle Memorial Institute. The organization was created in 2001 to champion improved student achievement in Ohio. They expanded their services in 2005 to offer a wide array of school-improvement services nationwide. Today they partner with education, business and philanthropic organizations on various school improvement initiatives to enhance student learning and teacher development.

They have worked with districts and education agencies in Ohio, Pennsylvania, Texas, New York, and Louisiana, and developed numerous publications that have received national awards.

**13 OFFICE FOR INFORMATION RESOURCES SUPPORT** (required for information technology service)

ATTACHED or  NOT APPLICABLE (N/A only to non-information technology service & THDA)

**14 eHEALTH INITIATIVE SUPPORT** (required for health-related professional, pharmaceutical, laboratory, or imaging service)

ATTACHED or  NOT APPLICABLE

**15 HUMAN RESOURCES SUPPORT** (required for state employee training service)

ATTACHED or  NOT APPLICABLE

**16 DESCRIPTION OF EFFORTS TO IDENTIFY REASONABLE, COMPETITIVE, PROCUREMENT ALTERNATIVES**

The state surveyed the field of education consultants capable of providing strategic development and consulting in the areas targeted by this portion of the grant application (effective data utilization, value-added data training, balanced assessment development, best practices research, and strategic compensation development) and found that BFK was the only organization with the requisite expertise to fulfill the state objectives.

**17 JUSTIFICATION FOR NON-COMPETITIVE NEGOTIATION RATHER THAN A COMPETITIVE PROCESS**

Battelle For Kids was specifically named in the Race to the Top grant application to provide these services. As such, acceptance of the application by the United State Department of Education and subsequent funding as a result require that we use Battelle For Kids for these services. Failure to do so could constitute non-compliance with the award terms, and risk forfeiture of the grant.

**AGENCY HEAD SIGNATURE & DATE**

(MUST be signed & dated by the ACTUAL procuring agency head as detailed on the current Signature Certification on file with OCR— signature by an authorized signatory is acceptable only in documented exigent circumstances)

*Timothy K. Wirth* 6/17/10



# 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  
Department of Education  
E-Mail : [Kristen.McKeever@tn.gov](mailto:Kristen.McKeever@tn.gov)

**DATE :** June 16, 2010

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

APPLICABLE RFS # 33150-00111

OIR ENDORSEMENT SIGNATURE & DATE :

  
Chief Information Officer

6/16/10

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

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.

1 SUBJECT PROCUREMENT DOCUMENT TYPE (mark one) :

- RFP
- Competitive Negotiation Request  Alternative Procurement Method Request
- Non-Competitive Contract Request  Non-Competitive Amendment Request
- Contract  Contract Amendment  Grant  Grant Amendment

2 INFORMATION SYSTEMS PLAN (ISP) PROJECT APPLICABILITY :

- Not Applicable to this Request  Applicable – ISP PROJECT # Pending

RESPONSE CONFIRMED BY : Lisa Howard, Executive Director of Technology

3 CONTRACTING AGENCY CONTACT :

Kristen McKeever, Director of Contracts  
TELEPHONE # 615-532-8539  
[Kristen.McKeever@tn.gov](mailto:Kristen.McKeever@tn.gov)

**APPLICABLE RFS # 33150-00111**

**4 SUBJECT INFORMATION TECHNOLOGY SERVICE DESCRIPTION :**

Contractor will develop, host, maintain, support, and provide access to a number of online systems that train and measure progress in the areas of formative assessment, value-added data, and accuracy of data systems. Access will be provided via secure servers with unique user IDs and passwords to State and school system personnel.

**5 REQUIRED ATTACHMENT(S) AS APPLICABLE (copies without signatures acceptable) :**

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, or Non-Competitive Contract/Amendment Request**
- proposed contract/grant or amendment**
- original contract/grant & any prior amendments**



# HR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Mark Donner, Director of Administrative Services  
Department of Human Resources

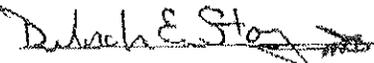
E-Mail : [Mark.Donner@tn.gov](mailto:Mark.Donner@tn.gov)

**FROM :** Kristen McKeever, Director of Contracts  
Department of Education

E-Mail : [Kristen.McKeever@tn.gov](mailto:Kristen.McKeever@tn.gov)

**DATE :** June 16, 2010

**RE :** Request for Human Resources Pre-Approval Endorsement

APPLICABLE RFS #	33150-00111
HUMAN RESOURCES ENDORSEMENT SIGNATURE & DATE :	
 <span style="float: right;">6/17/10</span>	
Department of Human Resources	

Department of Human Resources (HR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements involving services relating to the employment of current or prospective state employees (interviewing, screening, evaluating, *et cetera*) or training state employees. This request seeks to ensure that HR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s).

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

<b>SERVICE DESCRIPTION :</b>  Contractor will be developing and providing several programs and initiatives as part of the First to the Top program. These programs and initiatives will eventually be taken over by State personnel after the termination of the contract. Contractor will be providing training to State personnel during the next four years to support the Contractor's work and to ensure a smooth transition when the State takes full ownership of the services in four years.
<b>CONTRACTING AGENCY CONTACT :</b>  Kristen McKeever, Director of Contracts TELEPHONE # 615-532-8539 Fax # 615-253-5705 <a href="mailto:Kristen.McKeever@tn.gov">Kristen.McKeever@tn.gov</a>
<b>REQUIRED ATTACHMENT AS APPLICABLE (copies without signatures acceptable) :</b>  <input type="checkbox"/> RFP <input type="checkbox"/> Competitive Negotiation Request <input type="checkbox"/> Alternative Procurement Method Request <input checked="" type="checkbox"/> Non-Competitive Contract/Amendment Request



# CONTRACT

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

Agency Tracking # <b>33150-00111</b>	Edison ID <b>0000000000000000000020936</b>
Contractor Battelle For Kids	Contractor Federal Employer Identification or Social Security # <input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 311781583-00

Service  
Providing support and professional development services to support the State's Race To The Top initiative

Contract Begin Date July 1, 2010	Contract End Date June 30, 2014	Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #(s) 84.395
-------------------------------------	------------------------------------	--	---------------------

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$0.00	\$7,356,471.00	\$0.00	\$0.00	\$7,356,471.00
2012	\$0.00	\$4,293,870.00	\$0.00	\$0.00	\$4,293,870.00
2013	\$0.00	\$4,326,900.00	\$0.00	\$0.00	\$4,326,900.00
2014	\$0.00	\$2,623,101.00	\$0.00	\$0.00	\$2,623,101.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$18,600,342.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$18,600,342.00</b>

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

*M. J. [Signature]*  
**F&A Secured Document**  
**# FA1132486**

Agency Contact & Telephone #  
Barry Olhausen, 615-532-4712 *[Signature]*

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)  
*John E. Sharp 7-2-2010*

Speed Code \_\_\_\_\_ Account Code 70803000 *70899000*

Contractor Ownership/Control

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

Contractor Selection Method

RFP     Competitive Negotiation \*     Alternative Competitive Method \*  
 Non-Competitive Negotiation \*     Other \*

\*Procurement Process Summary  
The Federal Race to the Top grant award specifies the use of Battelle for Kids for the services listed in the scope of service.

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF EDUCATION  
AND  
BATTELLE FOR KIDS**

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Battelle For Kids, hereinafter referred to as the "Contractor," is for the provision of providing support and professional development services to support the State's Race To The Top initiative, as further defined in the "SCOPE OF SERVICES."

The Contractor is A NON-PROFIT CORPORATION.

Contractor Federal Employer Identification or Social Security Number: 31-1781583

Contractor Place of Incorporation or Organization: Columbus, OH

**A. SCOPE OF SERVICES:**

- A.1. Contractor shall provide all service and deliverables as required, described and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. Contractor shall provide services and deliverables detailed below in support of the State's *First to the Top* priorities and goals.
- A.3. **Definitions**. For the purposes of this Scope, the following definitions shall be used:
  - a. Year One of the contract term shall refer to the 2010-2011 Fiscal Year.
  - b. Year Two of the contract term shall refer to the 2011-2012 Fiscal Year.
  - c. Year Three of the contract term shall refer to the 2012-2013 Fiscal Year.
  - d. Year Four of the contract term shall refer to the 2013-2014 Fiscal Year.
  - e. Each Fiscal Year shall extend from July 1 – June 30.
  - f. Centers of Excellence are logical constructs in five (5) regions that provide the ongoing capacity to serve Tennessee in the areas of value-added professional development, formative assessment professional development and strategic compensation. These Centers of Excellence are regional support systems consisting of Contractor trained State Personnel (to include Field Service Center staff), Core Team members from the Exemplary Educator ranks, district personnel, and higher education personnel. Existing physical structures (Field Service Centers, Professional Development Centers, etc.) will be used to house the Centers.
  - g. The Scorecard is a report created yearly to measure the success metrics for this project. The scorecard metrics will be determined at the start of the contract in conjunction with the Contractor and the State to identify the success metrics. Contractor will monitor and distribute the scorecard yearly to analyze the success of the project. This document will be distributed to the State liaison(s) for the First to the Top implementation.
  - h. Core Team members are made up of Exemplary Educators selected by the State in collaboration with the Contractor. A subset of the Core Team will also serve as the on-site coaches in the Achievement School District as defined by the State and the Tennessee First to the Top Act.
  - i. District-level trainers are personnel from each district in Tennessee that are trained by the Contractor and are expected to conduct training in their home district.
  - j. Building-level trainers are personnel from each district in Tennessee that are trained by district-level trainers that conduct training in their building.
  - k. Table Coaches are the persons responsible for leading the Learning Map activity on a district level, which is to explain the purpose of the Learning Map from beginning to end. Each table will consist of no more than 10 people and one coach.

- i. Exemplary Educators are persons already defined by the Tennessee Department of Education as exceptional educational professionals. Their services will be utilized to assist in the rollout of value-added services and formative assessment services.

A.3. **Overall Project Support.** The Contractor will support the State in a broad capacity of school improvement efforts. These efforts will be matched with expertise in the areas of business, communication and technology support during the projects entirety. The Contractor will:

- a. Establish five (5) Centers of Excellence in conjunction with the State.
- b. Collaborate with the State to:
  - (1) Strategically identify the best locations for these Centers.
  - (2) Define what services these Centers will provide.
  - (3) Implement a professional development plan for the Centers.
  - (4) Define and execute collaboration protocol between Centers through a series of quarterly webinars hosted and led by the Contractor.
- c. Develop a Scorecard for the five Centers defining success measures for number of Tennessee educators served, customer satisfaction, and student impact. Educators served will be measured through raw numbers, customer satisfaction will be measured via survey, and student impact will be measured by gains in achievement and progress.
- d. Develop and provide a Progress Report to the State at regular quarterly intervals or upon request by the State. The quarterly progress report will provide a summation of the project status. This will include the deliverable completion and where the current deliverables are in the delivery process, any issues or needs the project is facing and the overall project successes for each quarter
- e. Provide marketing and communication support for all Centers. The support will be the creation of the marketing and communication materials and direct contact via email or phone support for product and services rollout. The hours of support are 8:30 am to 5:00pm EST weekly.
- f. Provide direct consulting for innovation in the creative display of data in collaboration with interested parties up to 20 days per year.
- g. For any Value Added related activities in the scope of work, Contractor will collaborate as requested by the State with the SAS Institute in the use, interpretation and translation of Tennessee's value-added data, as well as coordination of training activities conducted by both entities.
- h. Consult with State and other interested parties to integrate any Contractor generated technology solution with other First to the Top technology related efforts.
- i. Collaborate with the State as it relates to availability of or access to online resources through the Electronic Learning Center (ELC) enhancement work planned for First to the Top.
- j. Provide a Contractor representative to the Tennessee Consortium for Research, Evaluation and Development to provide input to the First to the Top research and evaluation effort and data access for researchers as needed and appropriate.

A.4. **"Learning Maps" Development.** The Contractor will develop and provide a "learning map" tool consisting of a large poster (approximately 2.5 feet by 3.5 feet) with question cards, discussion cards, and facilitator guides. The process will present targeted, provocative questions on organizational issues geared to confront, discuss, think critically about and take action, in response to the value and importance of the First to the Top work. It will be used in all school districts across Tennessee to introduce the components, expectations and responsibilities to insure that all Tennessee children graduate ready for career or college. Within the first year of the contract, the Contractor will:

- a. Collaborate with the State and lead Tennessee educators to develop and finalize Learning Map content through a series of up to four (4) meetings completed by July 2010.
- b. Create and distribute 800 Learning Maps to the State, who will then distribute by region. The Learning Maps will become the permanent property of the State. After the training occurs in the fall, the maps can be housed by the State or distributed to the field as they see fit.

- c. Provide the State a rollout strategy and process for distribution and utilization of the Learning Maps. Such strategy will include:
  - (1) Four hundred and fifty (450) district-level trainers will be trained in August of 2010. They will be equipped to conduct map trainings themselves and to train table coaches. Table coaches facilitate the actual map experience with groups of 10 within the district.
  - (2) The Core Team will provide support to the district-level trainers and will gather statistics about educators served and perceptual data based on tools provided by the Contractor.

A.5. **Statewide Assessment Structure.** The Contractor will develop a support program to build the capacity of teachers and school leaders in the area of balanced assessment. In order to create an effective system, Contractor will emphasize a focus on formative assessment. During each year of the contract term, the Contractor will:

- a. Year One:
  - (1) Provide a series of eight (8) interactive online formative assessment courses to be rolled out and continually maintained across the state. The content of these courses are:
    - i. Introduction to Assessment Courses
    - ii. Professional Learning Teams: Collaborating to Make it Happen
    - iii. Overview of Assessment for Learning
    - iv. An Introduction to the Five Keys of Quality Classroom Assessment with a Focus on Clear Purpose
    - v. Clear Learning Targets
    - vi. Sound Assessment Design
    - vii. Student Ownership: The Critical Piece
    - viii. Actionable Strategies: Putting it All Together
  - (2) Train 30 exemplary educators who will be able to support and train in Formative Assessment practices. The deep dive training will consist of one 5-day training event for Core Team members by February 2011. The effectiveness of these individuals will be monitored closely using robust feedback loops and measures of success defined at the exposure, integration and impact levels. In collaboration with State, Contractor will vet candidates and will monitor their efficacy through a gradual release of responsibility training model.
  - (3) Conduct a series of three 1-day face-to-face summits in February 2011 of each year covering a total of 450 district-level trainers and 30 Core Team members.
  - (4) Quarterly Webinars with the 450 district-level trainers and the Core Team members for a total of 2 webinars for the first year as Formative Assessment practices will begin in February.
  - (5) Facilitate 35 1-day face-to-face formative assessment seminars for school administrators providing an overview of formative assessment principles and how to support the rollout of the above courses in each school. Seven seminars each will be provided in each of the five regions. Each principal in the state will receive this training, completed by June 2011.
- b. During Years 2-4:
  - (1) Conduct a series of three (3) 1-day face-to-face summits in August of each year covering a total of 450 district-level trainers and 30 Core Team members.
  - (2) Monitor and communicate success metrics which will be delivered in the overall progress report to the State quarterly or as requested through the quarterly progress report.

A.6. **Maximizing Value-Added Data Usage.** The Contractor will seek to enhance the ability for professional educators to maximize the usage of value-added data available through the State's SAS® TVAAS® program. The Contractor will provide resources to increase the usage and understanding of value-added data.

- a. During Year One, the Contractor will:
  - (1) Provide each school building in the state with the Battelle for Kids *Understanding and Using Value-Added Information—A Toolkit for Educators*.

- (2) Create three (3) 3-Day State Institutes for the rollout of Value-Added. As a part of the institute the following activities will occur:
  - i. Pre-train 27–30 Tennessee Value-Added Core Team Members in July/August 2010, including all curriculum and support materials to the satisfaction of the State.
  - ii. Design and deliver Tennessee Value-Added Core Team job description and selection criteria by July 2010.
  - iii. Design and deliver Tennessee Value-Added Core Team credentialing criteria and credentialing of 27–30 Core Team members by August 2010.
  - iv. Train 450 District Trainers in three cohorts of 150 in Nashville, TN in August 2010, including all curriculum and support materials to the satisfaction of the State.
  
- (3) Value Added Rollout Support and Implementation
  - i. Provide direct, ongoing support for Tennessee Value-Added Core Team members through three (3) face-to-face summits to improve professional development opportunities and service in regions in September, October and November 2010; and nine (9) Webinars conducted once per month September through June 2011.
  - ii. Design and deliver quality monitoring tools for entire process including surveys to gather perceptual data.
  - iii. Design and deliver a District Implementation Template and Building Implementation Template.
  - iv. Engage (4) Contractor coaches to provide e-mail and phone support to 27–30 Core Team Members August 2010 to June 2011. The support will be direct contact via email or phone support for product and services rollout. The hours of support are 8:30 am to 5:00pm EST weekly.
  
- (4) Provide a series of 32 online courses designed to enhance Tennessee educators' understanding and use of SAS® TVAAS® value-added information:
  - i. Value-Added Learning Path—Level 1
    - VA0101 - Introducing Value-Added Progress Measures
    - VA0102 - Understanding Basic Descriptive Statistics
    - VA0104 - Exploring Value-Added Analysis - The Basics
    - MG0106 - Introducing Value-Added Reports (Mean Gain Approach)
    - PM0106 - Introducing Value-Added Reports (Predicted Mean Approach)
    - MG0112 - Logging In, Examining the Home Page, and Navigating Value-Added Reports (Mean Gain Approach)
    - PM0112 - Logging In, Examining the Home Page, and Navigating Value-Added Reports (Predicted Mean Approach)
  - ii. Value-Added Learning Path—Level 2
    - VA0114 - Interpreting Value-Added Summary Reports
    - VA0116 - Interpreting Mean Gain Approach School and System Value-Added Reports
    - MG0117 - Interpreting School and System Diagnostic Reports (Mean Gain Approach)
    - PM0117 - Interpreting School and System Diagnostic Reports (Predicted Mean Approach)
    - MG0119 - Interpreting School and System Performance Diagnostic Reports (Mean Gain Approach)
    - PM0119 - Interpreting School and System Performance Diagnostic Reports (Predicted Mean Approach)
    - MG0121 - Interpreting Individual Student Reports (Mean Gain Approach)
    - PM0121 - Interpreting Individual Student Reports (Predicted Mean Approach)
    - MG0128 Interpreting Teacher Level Value-Added Reports ( Mean Gain Approach)
    - PM0128 Interpreting Teacher Level Value-Added Reports (Predicted Mean Approach)

- iii. Value-Added Learning Path—Level 3
    - VA0113 - Providing Access to Value-Added Reports (For School Administrators)
    - MG0120 - Interpreting Diagnostic Summary Reports (Mean Gain Approach)
    - PM0120 - Interpreting Diagnostic Summary Reports Reports (Predicted Mean Approach)
    - MG0123 - Performing Searches and Creating Custom Reports (Mean Gain Approach)
    - PM0123 - Performing Searches and Creating Custom Reports (Predicted Mean Approach)
    - MG0124 - Using Value-Added Information to Set Goals (Mean Gain Approach)
    - MG0124 - Using Value-Added Information to Set Goals (Predicted Mean Approach)
    - VA0125 - Creating a Climate for Success
    - VA0126 - Getting Ready for Value-Added Analysis
    - VA0127 - Developing a Value-Added Rollout Plan
  - iv. Value-Added Learning Path—Level 4
    - VA0103 - Reviewing Value-Added Data Concepts
    - VA0107 - Uncovering Factors Linked to Student Learning (Part 1)
    - VA0108 - Uncovering Factors Linked to Student Learning (Part 2)
    - VA0109 - Gaining a Deeper Understanding of Value-Added Calculations
    - VA0111 - Exploring the Mean Gain Approach
- (5) Supply four value-added learning paths differentiating learning by end-user need. The learning paths are as follows
- i. Exposure Path – Exposure to Basic value added principles
  - ii. Practitioner Path – Application of Value Added at the classroom level
  - iii. Building Leader Path – Leading Value Added application at the building level
  - iv. District Leader Path – Leading Value Added application at the district level
- (6) Host, maintain, and administer an online learning management system for educational leaders to monitor learner progress. The Learning Management System (LMS) features include:
- i. **User Management:** Allows leaders to create and maintain their user base of learners. They can create common repository of learners and administrators who access and maintain courses.
    - User accounts and passwords.
    - Roles and permissions (configurable).
    - Course and learning path access.
  - ii. **Course Management:** Allows leaders to create and maintain basic information about their course and learning path offerings. They will be able to configure their course details to control availability, prerequisites and more.
    - Course descriptions
    - Learning paths
    - Course availability dates (configurable)
    - Prerequisite suggestions
  - iii. **Learning Management:** Allows leaders and and their users to monitor, maintain and experience learning. Administrators can assign learning, track learner progress and stay up-to-date on results.
  - iv. **Administrator Features**
    - Course/learning path enrollment

- User-initiated
- Administrator-initiated
- Auto-enrollment (configurable)
- Course/learning path withdraw
  - User-initiated (configurable)
  - Administrator-initiated
- Course/learning path waiver
  - Administrator-initiated
- Target completion dates with email reminders
- Administrator alerts/notifications (configurable)
- Administrator view of staff accounts

v. **Learner Features**

- Personalized view of active and completed learning
- Course review
- Course completion certificates
- Transcripts

vi. **Reports:** This set of features offers quick and valuable snapshots of usage and results information. Access is available to easy-to-read, graph-based reports and drill-down capabilities.

- Learning path usage
- Course usage
- Detailed learning results
- Export to Excel, PDF, XML and more

vii. **Training:** The Contractor will provide information and training for the LMS through:

- User guides and support materials
- Direct training of users designated to “administrator” roles on the building, district, and state level
- Information and training during the State Institutes

b. During each subsequent year, the Contractor will:

- (1) Continue to provide online value-added courses for all Tennessee educators including maintenance support to facilitate access for all new educators
  - i. Conduct a series of three 1-day face-to-face summits in August of each year covering a total of 450 District-level trainers and 30 Core team members.
  - ii. Monitor and communicate success metrics which will be delivered in the overall progress report to the State quarterly or as requested.

A.7. **Strategic Compensation Support.** The Contractor will assist Tennessee districts in researching, developing, implementing and enhancing a strategic compensation/performance pay program providing research-based models for schools throughout the state to successfully implement strategically-aligned performance incentives. The Contractor will provide the following steps to support those challenges:

a. Year One:

- (1) Create and deliver strategic compensation courses – 6 online courses, to include:
  - i. Overview of Strategic Compensation Programs
  - ii. Alignment and Design
  - iii. Measurement
  - iv. Implementation
  - v. Response to Data
  - vi. Evaluations and Revisions
- (2) Create a steering committee to lead the state's direction in performance incentives programs comprised of Contractor leadership, State officials, National Center on

Performance Incentives (NCPI), and the Governor's Policy Advisor and additional members determined by the State.

- (3) Organize and facilitate strategic compensation round table to gather stakeholder input to successes, challenges and opportunities
- (4) Develop and deliver strategic compensation models, program rules, best practice models and technical assistance materials for all State district design teams (superintendents, union representatives, teacher leaders, building leaders, community members) engaged in strategic compensation.
- (5) Facilitate five (5) face-to-face summits with super-regional superintendents and regional technical assistance centers (within field service centers)
- (6) Provide monthly consulting, monitoring and reporting for program rollout and support

b. Year Two

- (1) Organize and facilitate two regional oversight summits that will:
  - i. Update courses with latest models and research best practices as well as exemplars from school successes within the state
  - ii. Retool technical assistance expertise within field service centers
  - iii. Provide technical assistance for new schools "getting started" and repeat schools for continued improvement through building capacity in field service centers
  - iv. Monitor and evaluate Year 1 successes, challenges and opportunities

c. Year Three

- (1) Organize and facilitate two regional oversight summits that will:
  - i. Update courses with latest models and research best practices as well as exemplars from school successes within the state
  - ii. Retool technical assistance expertise within field service centers
  - iii. Provide technical assistance for new schools "getting started" and repeat schools for continued improvement through building capacity in field service centers
  - iv. Monitor and evaluate Year 2 successes, challenges and opportunities

d. Year Four:

- (1) Organize and facilitate two regional oversight summits that will:
  - i. Continue providing access to strategic compensation online courses
  - ii. Retool technical assistance expertise within field service centers
  - iii. Produce a final program report with key findings, successes, challenges and future recommendations

A.8. **Research and Innovation Expertise**. The Contractor will work with institutions such as SAS and the National Center on Performance Incentives at Vanderbilt University in Tennessee to identify highly effective teachers (HET) and highly effective principals (HEP). Once identified, these individuals will collaborate to create important and replicable lessons. The Contractor will provide a system and the tools necessary to replicate those best practices across the state:

a. Year One:

- (1) Identify highly effective teachers and principals through quantitative value-added analysis.
- (2) Observe subset of HET in the classroom, up to 100 observations.
- (3) Organize and facilitate rounds 1 & 2 of HET research meetings, consisting of 50 teachers each for math, language arts, social studies and science subjects. Each round will consist of a two day meeting
- (4) Organize and facilitate rounds 1 & 2 of HEP research meetings, consisting of 25 principals for two days.
- (5) Deliver HET research paper and HET white paper via the internet
- (6) Develop community tool for Student Projection Data developed by BFK in collaboration with NCPI and/or SAS for parental use and delivered via the internet

b. Year Two:

- (1) Continue HET observations (research round two)

- (2) Continue to host HET online courses
- (3) Create and distribute the HET Toolkit to each building in TN through on-line access.
- (4) Provide the developed Course of Action to all TN educators via the web. The Course of Action will outline promising practices based on the finding from the HET study. Write and deliver HET research paper #2 and HET white paper #2; based on the second round of observations
- (5) Begin HEP observations
- (6) Write and deliver HEP research paper and HEP white paper; both based on the first round of research meetings

c. Year Three:

- (1) Continue HET observations (research round three)
- (2) Write and deliver HET research paper #3 and HET white paper #3
- (3) Create HEP interactive online courses
- (4) Develop the HEP Toolkit
- (5) Develop and deliver HEP course of actions
- (6) Continue HEP observations (research round two)
- (7) Write and deliver HEP research paper #2 and HEP white paper #2; based on the second round of observations

d. Year Four:

- (1) Continue HET observations (research round four)
- (2) Write and deliver the fourth HET research paper and the fourth HET white paper
- (3) Develop and deliver HET course actions
- (4) Continue to host HEP interactive online courses
- (5) Continue HEP observations (research round three)
- (6) Develop and deliver HEP course of actions
- (7) Write and deliver HEP research paper #3 and HEP white paper #3; based on the third round of observations

A.9. **Rural and Urban Educator Support**. The Contractor will work with Tennessee educators and sponsoring partners to create a consortium structure that connects rural districts to one another and gives them the ability to effectively take on their school improvement challenges. Within the consortium, they will have access to the tools, resources and support needed for their districts.

The Contractor will also work with urban educators by supporting a school improvement collaborative, and assist key leaders in designing and implementing better practices more effectively and efficiently. In order to help ALL districts reach these goals, the Contractor will:

- a. Establish Exemplary Academy Program which provides training for Exemplary Educators on the topics of value-added, formative assessment, and coaching strategies. These individuals will provide the intensive on-site coaching in the buildings designated for placement in the Achievement School District in year one only. Additional years would require incremental funding
- b. Provide a full-time Exemplary Coach to provide support and training for schools eligible to be assigned to the Achievement School District.
- c. The total number of coaches serving the districts, along with their payment rates and number of days, will be jointly determined by the Contractor and the State, not to exceed the amount budgeted under Section C.3.b of this Contract.

A.10 **State Approval**. The State shall approve all materials and/or deliverables developed under this Contract. The Contractor shall not disseminate any written information, materials, or deliverables to the school systems, public, or any other third party without the State's written approval. The Contractor will allow the State a minimum of five (5) days to review materials and/or deliverables. If necessary, the Contractor will make modifications as directed by the State and provide

additional time of not less than three (3) days for the State to review and sign-off on the revised submission. The Contractor is responsible for any costs associated with making modifications to materials and deliverables necessary to obtain the State's approval at no cost to the State.

- A.11 **Annual Work Plan** - The Contractor shall prepare, for State approval, a detailed Work Plan for each deliverable that incorporates the development 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, and 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 the June 1 prior to the effective fiscal year.

**B. CONTRACT TERM:**

This Contract shall be effective for the period commencing on July 1, 2010 and ending on June 30, 2014. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed Eighteen Million, Six Hundred Thousand, Three Hundred Forty-Two Dollars and No Cents (\$18,600,342.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

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

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

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

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

<b>Service Description</b>	<b>Amount</b>
Overall Project Support (A.3) (12 months)	\$92,512.00 / month
Learning Maps Development (A.4)	\$375,200.00 / upon completion
Statewide Assessment Structure (A.5)	
5-Day Training Event for the 30 Core Team Members	\$92,100.00 / upon completion
1-Day Formative Assessment Institutes (3 Events)	\$62,000.00 / upon completion / event
1-Day Face to Face Formative Assessment Classes – (35 events)	\$4,315.00 / upon completion / event
Quarterly Webinars and support for the District Leaders and the Core Team Members (2 webinars)	\$15,000.00 / upon completion / event
Online Formative Assessment Courses	\$579,000.00
Maximizing Value-Added Data (A.6)	
3-Day State Institute for the rollout of Value-Added (3 Events)	\$127,700.00/upon completion / event
Online Value-Added Courses	\$579,000.00
Value Added Toolkits	\$447,000.00 / upon completion
Strategic Compensation Model (A.7)	
Creation of Steering Committee to provide support to Field Services Centers	\$77,075.00 / upon completion
Differentiated Compensation Summit / Round Table Discussions	\$50,000.00 / upon completion
Strategic Compensation Models and Program Rules Development	\$105,000.00 / upon completion
Strategic Compensation Face-to-Face Training in 5 regional centers	\$151,025.00 / upon completion
Strategic Compensation Consulting (5 months)	\$28,000.00 / month
Delivery of Differentiated Compensation Courses	\$579,000.00 / upon completion
Research and Innovation Expertise (A.8)	
Identification of Highly Effective Teachers (HET)	\$45,300.00 / upon completion
Research & Observations of HET	\$83,650.00 / upon completion
Research Meetings for HET (2 events)	\$51,750.00 / upon completion / event
Academic/Research Paper Publication/Distribution	\$29,200.00 / upon completion
White Paper Publication/Distribution	\$29,200.00 / upon completion
Identification of High Effective Principals (HEP)	\$ 45,300.00 / upon completion
Research Meetings for HEP (2 events)	\$39,418.00 / upon completion / event

Community Tools to Maximize Student Projection Data	\$72,000.00 / upon completion
Rural and Urban Education Support (A.9)	
Identification & Training of Exemplary Education Technical Assistance Team	\$85,400.00 / upon completion
Exemplary Coaching Program for Turn Around Schools (9 months)	\$140,824.00 / month
Yearly Application Maintenance Fees (A.6,7)	\$482,000.00

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

Service Description	Amount
Overall Project Support (A.3) (12 months)	\$100,279.00 / month
Statewide Assessment Structure (A.5)	
1-Day Formative Assessment Institutes (Training 450 Leaders) (3 Events)	\$62,000.00 / upon completion / event
Online Formative Assessment Courses	\$579,000.00
Maximizing Value-Added Data (A.6)	
Online Value-Added Courses	\$579,000.00
1-Day Value Added Institutes (3 Events)	\$43,941.00 / upon completion / event
Strategic Compensation Model (A.7)	
Delivery of Differentiated Compensation Courses	\$579,000.00 / upon completion
Consulting and Review Sessions (2 Events)	\$65,913.00 / upon completion / event
Research and Innovation Expertise (A.8)	
Research & Observations of HET	\$83,650.00 / upon completion
HET Academic/Research Paper Publication/Distribution	\$29,200.00 / upon completion
HET Development/Delivery of Online Courses of Best Practices	\$72,000.00 / upon completion
HET Development of Courses of Action	\$30,000.00 / upon completion
HET Toolkits	\$35,773.00 / upon completion
HET White Paper Publication/Distribution	\$29,200.00 / upon completion
Research Observations for HEP	\$83,650.00 / upon completion
HEP Development/Delivery of Online Courses of Best Practices	\$29,200.00 / upon completion
HEP White Paper Publication/Distribution	\$29,200.00 / upon completion
Yearly Application Maintenance Fees (A.6,7)	\$482,000.00

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

Service Description	Amount
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Overall Project Support (A.3) (12 Months)	\$102,256.00 / month
Statewide Assessment Structure (A.5)	
1-Day Formative Assessment Institutes (3 Events)	\$62,760.00 / upon completion / event
Online Formative Assessment Courses	\$579,000.00 / year
Maximizing Value-Added Data (A.6)	
Online Value-Added Courses	\$579,000.00
1-Day Value-Added Institutes (3 events)	\$43,941.00 / upon completion / event
Strategic Compensation Model (A.7)	
Delivery of Differentiated Compensation Courses	\$579,000.00 / upon completion
Consulting and Review Meetings (2 events)	\$65,913.00 / upon completion / event
Research and Innovation Expertise (A.8)	
Research & Observations of HET	\$87,163.00 / upon completion
HET Academic/Research Paper Publication/Distribution	\$29,200.00 / upon completion
HET White Paper Publication/Distribution	\$29,200.00 / upon completion
Research Meetings for HEP	\$87,163.00 / upon completion
HEP Development/Delivery of Online Courses of Best Practices	\$72,000.00 / upon completion
HEP Development/Delivery of Toolkits on Best Practices	\$35,773.00 / upon completion
HEP Development of Courses of Action	\$30,000.00 / upon completion
HEP Academic/Research Paper Publication/Distribution	\$29,200.00 / upon completion
HEP White Paper Publication/Distribution	\$29,200.00 / upon completion
Yearly Application Maintenance Fees (A.6,7)	\$ 482,000.00

(4) For service performed from July 1, 2013 through June 30, 2014, the following rates shall apply:

Service Description	Amount
Overall Project Support (A.3) (12 Months)	\$104,232.00 / month
Statewide Assessment Structure (A.5)	
1-Day Formative Assessment (3 events)	\$63,534.00 / upon completion / event
Maximizing Value-Added Data (A.6)	
1-Day Value-Added Institutes (3 events)	\$43,941.00 / upon completion / event
Strategic Compensation Model (A.7)	
Consulting and Review Meetings (2 events)	\$65,913.00 / upon completion / event
Research and Innovation Expertise (A.8)	
Research & Observations of HET	\$90,746.00 / upon completion
HET Academic/Research Paper Publication/Distribution	\$29,200.00 / upon completion
HET Development of Courses of Action	\$30,000.00 / upon completion

HET White Paper Publication/Distribution	\$29,200.00 / upon completion
Research Meetings for HEP	\$90,746.00 / upon completion
HEP Development of Courses of Action	\$30,000.00/ upon completion
HEP White Paper Publication/Distribution	\$68,087.00/ upon completion
HEP Academic/Research Paper Publication/Distribution	\$ 68,087.00/ upon completion
Yearly Application Maintenance Fees (A.6,7)	\$482,000.00

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

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

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

Tennessee Department of Education  
Office of Instructional Leadership  
Attn: Barry W. Olhausen, Executive Director  
710 James Robertson Parkway  
Andrew Johnson Tower, 5<sup>th</sup> Floor  
Nashville, TN 37243

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

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Education, Office of Instructional Leadership;
- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:
  - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
  - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
  - iv. Amount Due by Service;
  - v. Total Amount Due for the invoice period.

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

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
    - (2) not include any future work but will only be submitted for completed service; and
    - (3) not include sales tax or shipping charges.
  - d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above. Receipt shall be when State actually receives an invoice or within three (3) days of mailing to the address in Section C.5.a by Contractor (whichever is earlier).
  - e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

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

The State:

Barry W. Olhausen, Executive Director  
Office of Instructional Leadership  
Tennessee Department of Education  
710 James Robertson Parkway  
Andrew Johnson Tower, 5<sup>th</sup> Floor  
Nashville, TN 37243

Barry.Olhausen@tn.gov  
Telephone # 615-532-4712  
FAX # 615-532-8312

The Contractor:

Dr. James Mahoney, Executive Director  
Battelle For Kids  
1160 Dublin Road, Suite 500  
Columbus, OH 43215

Telephone # 614-481-3141  
FAX # 614-481-8997

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Voluntary Buyout Program. The Contractor acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
  - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues.
  - c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be

submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

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

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

- (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.

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

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

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

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

E.8. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing

authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.9. Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
- (5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the Contract using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- (2) Provided Contractor is fully compensated, all right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to, or be licensed to, State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

- 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.10. Competitive Procurements. This Contract provides for reimbursement of the cost of goods, materials, supplies, equipment, or contracted services. Such procurements shall be made on a competitive basis, where practical. The Contractor shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification, approved by the Commissioner of Education, for such decision and non-competitive procurement.
- E.11. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.12. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.13. 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.14. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

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

- E.15. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust

statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- c. 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.16. 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.17. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

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

E.18. FERPA Compliance. The State and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with the State as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the Authorization and Acknowledgement of Compliance document at Attachment B.

E.19. 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.

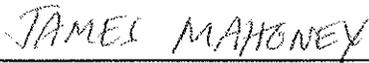
**Requirement to Post Notice of Rights and Remedies:** The Contractor and any subcontractor shall post notice of the rights and remedies as required under Section 1553. (Refer to Section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 located at [www.recovery.gov](http://www.recovery.gov),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

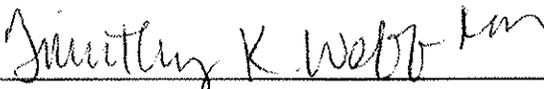
- f. If the Contractor enters into one or more subcontracts for any of the services performed under this Contract, each subcontract shall contain provisions specifically imposing on the subcontractor all requirements set forth in this Contract Section E.19., "Federal Economic Stimulus Funding."

IN WITNESS WHEREOF,

BATTELLE FOR KIDS:

 6/30/10  
\_\_\_\_\_  
CONTRACTOR SIGNATURE DATE  
   
\_\_\_\_\_  
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION:

 7/13/10  
\_\_\_\_\_  
TIMOTHY K. WEBB, COMMISSIONER DATE

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	000000000000000000020936
CONTRACTOR LEGAL ENTITY NAME:	Battelle For Kids
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	31-1781583

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



CONTRACTOR SIGNATURE

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

JAMES MAHONEY

EXECUTIVE DIRECTOR

PRINTED NAME AND TITLE OF SIGNATORY

6/30/10

DATE OF ATTESTATION

**ATTACHMENT B**  
**AUTHORIZATION AND ACKNOWLEDGEMENT OF COMPLIANCE**

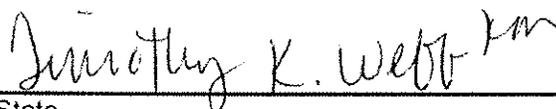
**Whereas**, State has contracted with Battelle For Kids on July 1, 2010 through June 30, 2014 (33150-00111), for a providing of support and professional development services to support the State's First to the Top initiative, and

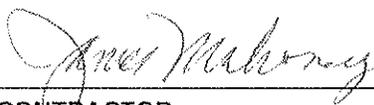
**Whereas**, The above referenced contract may require the disclosure by the State to Battelle For Kids of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA), and

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

Therefore, the State and Battelle For Kids hereby agree as follows:

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

 _____	7/13/10
State	Date
 _____	6/30/10
Battelle For Kids	Date

<b>FA CONTRACT INFORMATION SUPPLEMENT</b> FOR ALL FA-TYPE CONTRACTS — COMPLETE EITHER SECTION A OR SECTION B	
Contract RFS #	33150-00111
Contractor:	Battelle For Kids
<b>SECTION A— CONTRACTOR IS AN INDIVIDUAL</b>	<b>SECTION B— CONTRACTOR IS A COMPANY</b> <small>(e.g., sole proprietorship, partnership, or corporation)</small>
<b>Is or has the contractor been a state employee?</b>  <input type="checkbox"/> <b>NO</b> <small>(no additional information required)</small> <input type="checkbox"/> <b>YES</b>	<b>Does an individual, who is or has been a state employee, own controlling interest in (or own) the contractor company?</b>  <input checked="" type="checkbox"/> <b>NO</b> <small>(no additional information required)</small> <input type="checkbox"/> <b>YES</b>
<b>Was such employment within the past six months?</b>  <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>YES</b> <small>(an approved rule exception permitting a contract within six months of employment is also required)</small>	<b>Was such employment within the past six months?</b>  <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>YES</b> <small>(an approved rule exception permitting a contract within six months of employment is also required)</small>
<b>Does the contractor receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?</b>  <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>YES</b> <small>(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)</small>	<b>Does the individual who owns controlling interest in the contractor company receive Tennessee Consolidated Retirement System (TCRS) retirement benefits?</b>  <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>YES</b> <small>(the procuring agency general counsel MUST sign an analysis of this procurement using the TCRS analysis guidelines)</small>
<b>CONTRACTOR SIGNATURE</b>	
 <span style="margin-left: 200px;">6/30/10</span>	
<b>CONTRACTOR</b>	<b>DATE</b>