



**Fiscal Review Committee**

**Contract #: 64135**

**Tracking #: 33105-11519**

1. Summary letter
2. Supplemental documentation form
3. Special Contract Request – Submitted on 8/7/2019
4. STS endorsement – Approved on 5/20/2019
5. Proposed Contract



**BILL LEE**  
GOVERNOR

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

**PENNY SCHWINN**  
COMMISSIONER

**SUBMITTED VIA ELECTRONIC MAIL**

TO: Fiscal Review Committee

FROM: Penny Schwinn, Commissioner

DATE: September 6, 2019

RE: Request to appear before the fiscal review committee regarding non-competitive contract request for agency tracking #: 33105-11519

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Thank you for your consideration of the enclosed request for a non-competitive contract request with R&A Solutions, Inc. dba RANDA, for the provision of TNCompass, the department's educator management system, and edTools, the department's student teacher claiming system. TNCompass allows current and aspiring educators to apply, monitor, and renew their licenses as well as monitor their evaluation data in one comprehensive database. Additionally, the database hosts educator professional development information and district salary data. The edTools system is utilized to conduct teacher student claiming as part of the Tennessee Value-Added Assessment System (TVAAS). Both tools are integral to compliance with statutory requirements relating to educator evaluation and accountability, and they also support districts in making critical human capital decisions.

Our current contract with RANDA is expiring, and a new two-year contract is needed to ensure continued access to both TNCompass and edTools with no disruption minimal to state and district users. RANDA was originally selected via competitive RFP process to develop these systems. The department invested millions of dollars to build and maintain both the TNCompass and edTools system. Moving to a new vendor would require significant transition costs and time, including re-training of all state and district users on new systems. As the department considers the most cost effective solution for the future, we intend to conduct a formal Request for Information (RFI). This will allow the department to gather information from the marketplace about vendor availability to meet this need and potential transition costs if we pursued a rebid. After completion of the RFI, the department will review all options and determine whether continued sole source with RANDA or a rebid is in the best interest of the state. A two-year contract will RANDA will allow us to complete the RFI, gather information from stakeholders, and conduct a new RFP if needed. The maximum liability of \$2,009,860 is needed to provide for all-inclusive services for both TNCompass and edTools, including maintenance, support, hosting, and any required development.

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Joanna Collins	*Contact Phone:	615-770-3869		
*Presenter's name(s):	Elizabeth Fiveash, Aleah Guthrie, Joanna Collins, Jay Klein, Kaitlin Reynolds				
Edison Contract Number: <i>(if applicable)</i>	64135	RFS Number: <i>(if applicable)</i>	33105-11519		
*Original or Proposed Contract Begin Date:	November 6, 2019	*Current or Proposed End Date:	November 5, 2021		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Department of Education				
*Division:	Human Capital				
*Date Submitted:	September 6, 2019				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	R&A Solutions, Inc. dba RANDA				
*Current or Proposed Maximum Liability:	Proposed Maximum: \$2,009,860.00				
*Estimated Total Spend for Commodities:	N/A				
<b>*Current or Proposed Contract Allocation by Fiscal Year:</b> <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY: 2020	FY:2021	FY:2022	FY: 2023	FY2024	
\$1,559,860.00	\$450,000.00				
<b>*Current Total Expenditures by Fiscal Year of Contract:</b> <i>(attach backup documentation from Edison)</i>					
FY: 2020	FY:2021	FY:2022	FY: 2023	FY2024	
<b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A			
<b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		N/A			
<b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A			

Supplemental Documentation Required for  
Fiscal Review Committee

<b>*Contract Funding Source/Amount:</b>			
State:	\$1,109,860.00	Federal:	\$900,000.00
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” 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>		RFP for prior contract	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$2,500,000. The amounts in the contract are the existing costs for TNCompass and edTools based on the methodology used in the active contracts.	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		<p>RANDA, the department’s current vendor for developing and maintaining TNCompass, was originally selected through a competitive RFP process. Additionally, they won a competitive RFP to run teacher student claiming in Tennessee through a system called edTools. The department is proposing that both be covered in one contract. RANDA was the highest ranked in the RFP process, and subsequently built both data systems. The department will be conducting a formal Request for Information (RFI) to determine if it is cost effective to move forward with an RFP for TNCompass, as there are no available off the shelf options that could be used to meet the state’s needs. Any solution for the TNCompass data system would have to be customized which is typically where additional costs are run up. Both of these systems, TNCompass and edTools, ensure that educators and districts have the tools they need in the evaluation component, teacher student claiming as part of the Tennessee Value-Added Assessment System (TVAAS),</p>	

Supplemental Documentation Required for  
Fiscal Review Committee

	and that we are meeting statutory requirements around both.
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# Special Contract Request – **REVISED Cy19-13885**

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

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.agsprs@tn.gov.

<b>APPROVED</b>	<b>APPROVED</b>
CHIEF PROCUREMENT OFFICER                      DATE	COMPTROLLER OF THE TREASURY DATE

Request Tracking #	33105-11519
1. Contracting Agency	TN Department of Education (TDOE)
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Jaime Grimsley, <a href="mailto:Jaime.Grimmsley@tn.gov">Jaime.Grimmsley@tn.gov</a> , 615-483-2541
4. Brief Goods or Services Caption	Educator Management System, TNCompass and edTools, teacher student claiming data management system

Request Tracking #	33105-11519
5. Description of the Goods or Services to be Acquired	<p>The educator management system (EMS), TNCompass, allows educators across the state to access their licensure and evaluation information in one comprehensive system. Additionally, districts can utilize the system for monitoring licensure and implementing evaluation and inputting salary information. edTools, the teacher student claiming data management system, allows educators to claim students for used in the calculation of value added growth from the statewide assessment. Both tools are integral to evaluation and accountability which are mandated in state law.</p>
6. Proposed Contractor	R&A Solutions, Inc. dba RANDA
7. Name & Address of the Contractor's principal owner(s) – NOT required for a TN state education institution	<p>Marty Reed, Chief Executive Officer 2555 Meridian Blvd. Suite 300 Franklin, TN 37067</p>
8. Proposed Contract Period – with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	24 months
9. Strategic Technology Solutions (“STS”) Pre-Approval Endorsement Request – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
10. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Pre-Approval Endorsement Request – contracts with an individual, state employee training, or services related to the employment of current or prospective state employees	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Are these goods or services currently available on a statewide contract? If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
13. Maximum Contract Cost – with ALL options to extend exercised	\$ 2,009,860.00
14. Was there an initial government estimate? If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
15. Cost Determination Used- How did agency arrive at the estimate of expected costs?	<p>The cost of maintenance and development needs were based on what we currently pay this vendor for these services. Additional development is built in in case additional work is needed in order to be responsive to legislative changes.</p>

<b>Request Tracking #</b>	<b>33105-11519</b>
<p><b>16. Explanation of Fair and Reasonable Price-</b> Explain how agency determined that price is fair and reasonable</p>	<p><b>The TDOE determined that pricing is fair and reasonable by comparing proposed prices for this contract with prices under existing contract with the vendor. We will continue with the same cost structure that we have currently.</b></p> <p><b>Additionally, the TDOE considered the financial investment to date in this system. This was a custom built system that initially used an infusion of federal Race to the Top (RTTT) dollars to fund the \$750,000 development cost. Continued development costs have exceeded 1 million dollars. Our current maintenance cost is just over \$300K and given the significant development cost, this is the most cost effective way to move forward while conducting an RFP.</b></p>
<p><b>17. Documentation of Discussions with Contractor-</b> How did agency document discussions with Contractor? Attach documentation to this request as applicable.</p>	<p><b>RANDA is the current vendor —the TDOE has provided the vendor with our needs for the upcoming years and RANDA has provided a cost proposal based on the TDOE’s budget and needs.</b></p>

Request Tracking #	33105-11519
18. Explanation of Need for or requirement placed on the State to acquire the goods or services	<p>These services enable the TDOE to meet state requirements relating to teacher licensure and evaluation.</p> <p>T.C.A. § 49-5-101 states that no person can be employed until they present a valid license and enumerates the basic requirements for obtaining a license. The EMS allows for central management and storage of historical educator data. State board policy 5.502 further details the licensure types and requirements for educators in Tennessee.</p> <p>T.C.A. §49-1-302 outlines the requirements for an annual evaluation for all teachers and principals and establishes the weightings of the educator evaluation system. The EMS allows for both district and state management to ensure compliance with this law. State board policy 5.201 further details the educator evaluation system.</p> <p>T.C.A. §49-1-201 requires directors of schools to submit an annual personnel report that includes salary data.</p> <p>Each of these statutory requirements are critical to ensure that the state has properly licensed educators who receive annual evaluations. This supports districts' ability to make human capital decisions and place effective educations in every classroom.</p>
19. Proposed contract impact on current State operations	<p>This centralized data system allows educators to be issued, renew, and advance licenses. Additionally, the system stores state evaluation data and allows districts to enter key pieces of this data in one location. Educator evaluation is required in both statute and policy. The data system is also being used to collect salary information which is statutorily required. The inability to collect and monitor licensure data could have an adverse impact on students as the system manages not only licensure status, but also disciplinary holds.</p>

Request Tracking #	33105-11519
<p><b>20. Justification</b> – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.</p>	<p>This vendor was initially identified in 2014 through the state's RFP process to build TN's educator management system. The contract was funded with federal RTTT funds and maintained with state dollars. Given the significant investment in the vendor to provide this solution (\$2,396,363.33 to date), and the need to provide a consistent platform to educators and LEAs across the state, it is in the state's best interest to continue contracting with this vendor. At this time, the TDOE plans to run an RFI to determine if it is in the best interest of the state to run a new RFP or continue to sole source contract with this vendor. An RFP could result in a new vendor, and the State needs more information about the potential costs associated with building and implementing a new system of this size. We are concerned that an RFP would result in significant transition costs for the State, and we will use the RFI to gather more information on the marketplace and expected costs.</p> <p>This contract is needed because the current contract is expiring on November 15, 2019 and we need to ensure that there is no lapse in service during the competitive process. It is essential that we continue to issue licenses and provide accurate evaluation data in accordance with state legal requirements to educators and districts across the state. A 2 year contract will allow us time to complete an RFI, review all information and make a decision about the best plan forward, and then run an RFP if needed (a successful RFP process can take up to a year).</p>
<b>For No Cost and Revenue Contracts Only</b>	
21. What costs will the State incur as a result of this contract? If any, please explain.	N/A
22. What is the total estimated revenue that the State would receive as a result of this contract?	N/A
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	N/A
<b>For Sole Source and Proprietary Procurements Only</b>	

Request Tracking #	33105-11519
25. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	<p>RANDA has been in business and working with state education agencies for the last sixteen years, working with the TDOE on the evaluation and licensure data system for the last five years. They have experience building similar data systems for states such as Ohio, Maine, Colorado and large districts including D.C. Public Schools, and Denver Public Schools. They have demonstrated the ability to customize data systems to varying state needs and circumstances.</p>
26. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<p><input type="checkbox"/> NO      <input checked="" type="checkbox"/> YES,</p> <p>Method: Request for Proposal</p> <p>Name/Address:</p> <p>Marty Reed, Chief Executive Officer 2555 Meridian Blvd. Suite 300 Franklin, TN 37067</p>
27. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	<p>Given that we have invested significant funds (over 2 million dollars) in a custom built system for educator evaluation and licensure, this is the only vendor that can provide services that meet the TN specific context and ensure that we do not have a gap in service to districts and teachers while we run an RFI to determine the most cost effective method for moving forward. Because of the nuances in educator evaluation and licensure in Tennessee, an off-the-shelf product is not feasible and the product has to be customizable to the TN specific context. Therefore, it is in the best interest of the state to move forward with RANDA for two years while running the RFI and determining if an RFP is appropriate in terms of transition cost and market availability to meet this need.</p>
Signature Required for all Special Contract Requests	

<b>Request Tracking #</b>	<b>33105-11519</b>
<b>Signature of Agency head or authorized designee, title of signatory, and date</b> (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	
<b>Dr. Penny Schwinn_jc</b> <small>Signature:</small>	 Digitally signed by Dr. Penny Schwinn_jc DN: cn=Dr. Penny Schwinn_jc, o, ou, email=joanna.collins@tn.gov, c=US Date: 2019.08.07 16:16:57-05'00' <small>Date:</small>



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

**TO :** STS Contracts  
Department of Finance & Administration E-mail :  
[it.abc@tn.gov](mailto:it.abc@tn.gov)

**FROM :** Jaime Grimsley  
E-mail : [Jaime.Grimmsley@tn.gov](mailto:Jaime.Grimmsley@tn.gov)

**DATE :** 4/12/2019 Received by STS on Friday, April 12, 2019.

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

**Applicable RFS # 33105-11519**

### State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable  
 Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable  
 Not Applicable

### STS Endorsement Signature & Date:

**Stephanie Dedmon,** Digitally signed by Stephanie  
**CIO (WMH)** Dedmon, CIO (WMH)  
Date: 2019.05.02 10:42:17 -05'00'

**Chief Information Officer**

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

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

<b>Applicable RFS # 33105-11519</b>	
<b>Contracting Agency</b>	<b>Education</b>
<b>Agency Contact</b> (name, phone, e-mail)	<b>Cliff Lloyd, <a href="mailto:Cliff.Lloyd@tn.gov">Cliff.Lloyd@tn.gov</a></b>
<p><b>Attachments Supporting Request</b> (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <p> <input type="checkbox"/> Solicitation Document  <input checked="" type="checkbox"/> Special Contract Request  <input type="checkbox"/> Amendment Request  <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment  <input checked="" type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) </p>	
<p><b>Information Systems Plan (ISP) Project Applicability</b></p> <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required): Cliff Lloyd/Paul Riddell</p> <p> <input checked="" type="checkbox"/> Applicable – Approved ISP Project# 1002971  <input type="checkbox"/> Not Applicable </p>	
<p><b>Subject Information Technology Service Description</b></p> <p>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.</p> <p>Educator Management System, TNCompass</p> <p>Contract includes annual maintenance requirements, original business rules as shared, as well as contingencies for additional developments.</p>	

## **Attachment: STS Endorsement Conditions**

**This STS endorsement is contingent upon modification of the procurement documents as described below.**

STS issues this endorsement with the understanding that the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) values be provided under the *Contractor Hosted Services Confidential Data, Audit, and Other Requirements* section of the contract: Sections *E.#.d.(1)i* and *E.#.d.(1)ii* respectively.

**CONTRACT**

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

<b>Begin Date</b> November 6, 2019	<b>End Date</b> November 5, 2021	<b>Agency Tracking #</b> 33105-11519	<b>Edison Record ID</b> 64135		
<b>Contractor Legal Entity Name</b> R&A Solutions, Inc. dba RANDA				<b>Edison Vendor ID</b> 0000008992	
<b>Goods or Services Caption</b> (one line only) Educator Management System, TNCompass and edTools, student teacher claiming system					
<b>Contractor</b> <input checked="" type="checkbox"/> Contractor		<b>CFDA #</b> n/a			
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2020	\$450,000.00	\$1,109,860.00	\$0.00	\$0.00	\$1,559,860.00
2021	\$450,000.00	\$0.00	\$0.00	\$0.00	\$450,000.00
<b>TOTAL:</b>	<b>\$900,000.00</b>	<b>\$1,109,860.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,009,860.00</b>
<b>Contractor Ownership Characteristics:</b>					
<input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American					
<input type="checkbox"/> Woman Business Enterprise (WBE)					
<input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)					
<input type="checkbox"/> Disabled Owned Business (DSBE)					
<input checked="" type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.					
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:					
<b>Selection Method &amp; Process Summary</b> (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Other		Approved special contract request. This vendor was initially identified through the state's RFP process to build TN's educator management system and the edTools management system. The State has invested significant resources into these systems.			
<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.					
<b>Speed Chart</b> (optional) Various		<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>	33105-11519							
<b>Edison ID</b>	64135							
<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>
2020	3311101000	ED00000855	847500	70899000	25000	ED0000TA2 0AAX20	84.369	\$1,084,860.00
2020	3311101000	ED00000855	847500	70803000	25000	ED0000TA2 0AAX20	84.369	\$25,000.00
2020	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$450,000.00
2021	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$450,000.00
<b>TOTAL</b>								\$2,009,860.00

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
TENNESSEE DEPARTMENT OF EDUCATION  
AND  
R&A SOLUTIONS, INC DBA RANDA**

This Contract, by and between the State of Tennessee, Tennessee Department of Education ("State") and R&A Solutions, Inc. dba RANDA ("Contractor"), is for the provision of educator management system, TNCompass and edTools, student teacher claiming system, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a For-Profit Corporation.

Contractor Place of Incorporation or Organization: Tennessee

Contractor Edison Registration ID # 0000008992

**A. SCOPE:**

- A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Definitions. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract:
- a. Administration: the delivery of assessments in one semester. There are two administrations of assessments, one in fall and one in spring.
  - b. Administrator: 1) school based administrators (principals, assistant principals); and 2) LEA administrators (LEA staff)
  - c. Annual or Subscription License: A software product license that incurs a reoccurring fee (annually), that includes all product updates and maintenance and support services.
  - d. Calculation Model: Evaluation Components and weights for a specific classification used to calculate a Scale Score.
  - e. Cloud: Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.
  - f. Disciplinary Hold: Disciplinary action on an Educator record that prohibits any further action being taken on the license record, creates a flag on the Educator's License.
  - g. Ed-Fi Data Standard: The Ed-Fi data standard consists of the Ed-Fi Unifying Data Model and a data exchange framework.
  - h. edTools: system that manages student-teacher teacher claiming.
  - i. edTPA: Summative performance assessment used by Educator preparation programs that is required for all new Educators in Tennessee starting in 2019.
  - j. Educator: Describes a group of individuals that need a license to work in the state of Tennessee. This group includes teachers, assistant principals, principals, superintendents, school administrators, school counselors, school psychologists, interventionists, and supervisors.
  - k. Educator Evaluation: system by which Educators are evaluated both quantitatively and qualitatively throughout the school year; the data from this process is housed in TNCompass.
  - l. Educator Licensure: the process through which Educators receive licenses to work as teachers, administrators, etc. in the state of Tennessee; the data from this process is housed in TNCompass.
  - m. Educator Preparation Program ("EPP"): program that trains Educators.
  - n. Education Information System ("EIS"): Tennessee's student and teacher information database.
  - o. Evaluation Components: Individual components used to build a calculation model. These include observation score, growth score, and achievement score.
  - p. Evaluator Certification Data: Data provided to the Contractor that enables a process to signify within TNCompass staff members who completed the training required to observe teachers and/or principals.
  - q. Growth Measures: For tested teachers, the growth measure used in the evaluation is TVAAS, a statistical method that compares each student's actual growth to their projected growth.

- For teachers without individual TVAAS data for their grades and subjects, the growth measures will be school-wide TVAAS or other comparable measure
- r. Instructional Supervisor: LEA level employee who supports both administrators and teachers in implementing the educational mission of the LEA.
  - s. Local Education Agency ("LEA"): refers to School Districts
  - t. Perpetual License: A software product license acquired with a single, non-reoccurring fee, that grants continued customer usage of a particular software product/system without any limitation of time as long as the customer complies with all the relevant terms of the license agreement. Under this model maintenance and support activities are typically separate items with non-perpetual terms.
  - u. Personal Information Resource System ("PIRS"): produces LEA reported experience and salary information on an annual basis; formerly a separate system that has now been integrated as platform component in TNCompass.
  - v. Observation rubric: The form that evaluators use to score Rubric Domains. The Observation Form should include all indicators for all associated domains.
  - w. Observation Score: The average of all indicators scored; makes up the Educator's qualitative portion.
  - x. Student Growth Portfolio Models (or "Portfolio"): Portfolio models that allow Non-Tested teachers to submit samples of student work to be scored by their peers.
  - y. Tennessee Academy for School Leaders ("TASL"): These Educators are required to complete an academy to advance their license as well as earning 28 hours of professional learning credit every two years.
  - z. Tennessee Value-Added Assessment System ("TVAAS"): a statistical analysis of achievement data that reveals academic growth over time for students and groups of students such as those in a grade level or in a school.
  - aa. TNCompass: Tennessee's Educator evaluation and licensure tracking software solution. TNCompass also collects salary data and monitors administrator professional learning.
  - bb. Teacher Claiming – process of allowing teachers to create, edit, and/or verify class rosters of students for use to create teacher-effect scores as part of TVAAS.
  - cc. User Guides: Handbook that demonstrates how to use TNCompass for internal and external users (a member of the public who searches for an Educator)
- A.3. The Contractor shall provide the software solution known as TNCompass, developed for the State under Contract #44121 (Attachment B). The Contractor shall maintain the existing features of the solution, including the following:
- a. Must be a web-based Application with no workstation client software or code, other than the browser, required to run the Application. The Contractor's services shall integrate seamlessly with the State's Cloud services.
  - b. The Contractor shall be responsive, per the timing specified in the work plan (A.6.), to legislative changes and provide flexibility in adapting TNCompass as business rules change. The Contractor shall document any resulting changes to workflows and submit that documentation to the State with the submission of invoices.
  - c. The Contractor shall be responsive, within ten (10) business days, to State requests for refining user roles and permissions and adding roles without new development and maintenance costs.
  - d. Contractor maintenance and development activities, as well as user actions within TNCompass, will be auditable. The Contractor shall provide monthly records of any authorized or unauthorized changes to TNCompass, and any user activities and their timestamps within TNCompass, or respond to specific requests for these records within two (2) business days upon State request.
  - e. The Contractor will provide User Guides for TNCompass and update them annually.
- A.4. The Contractor shall provide maintenance on TNCompass utilizing at minimum the updated workflows detailed in Attachment C. Should any new development or updates to TNCompass result in updated workflows, the Contractor shall provide copies for State approval of the updated workflows for State approval annually.
- a. Maintenance as described above references work required to ensure TNCompass and all of its functionality is operating correctly for users, timely response to support requests

identifying bugs and other TNCompass issues requiring patches, and updates to code required to ensure the effective operation of TNCompass components within any updates and changes to business rules or development of new TNCompass components developed under this Contract.

- b. The Contractor shall maintain the below components without development costs: .
  - i. Educator Evaluation
    - a. Annual changes to the Calculation Models (Individual weights assigned to an evaluation component)
    - b. Changes to Portfolio scores to store non-numeric values (Incompletes - score assigned to Educators who are required to complete a Portfolio and do not complete it by the assigned due date).
    - c. Educator Nullification (The process through which an Educator can invalidate their Level of Overall Effectiveness (“LOE”)).
    - d. Instructional Supervisor role and observationRubric (A defined set of standards for an Educator type)
    - e. Instructional Partnership Initiative (An approach to teacher learning that offers a unique approach to high quality professional development by way of personalized professional learning, built-in flexibility, and data-based collaboration. Teachers are paired by observation indicators to collaborate together)
    - f. Evaluator Certification Data
  - ii. Educator Licensure and Preparation
    - a. Disciplinary Holds
    - b. Application Program Interface (“API”) of the EPP portal
    - c. edTPA assessment data (Summative performance assessment used by EPPs that is required for all new Educators in Tennessee starting in 2019)
    - d. EPP Annual Reports (Accountability reports provided annually to each EPP that utilize several data points within TNCompass).
  - iii. TASL and CEO Credit Tracking and Reporting
  - iv. Salary and Experience Management (referred to as PIRS)
    - a. December 1 submission data
    - b. Year end submission data
    - c. Salary schedule management at State and LEA level
    - d. Salary and District Experience (approved experience by a specific district for salary purposes) reports
  - v. Work based Learning
    - a. Teacher training tables

- A.5. The Contractor shall provide reporting functions within TNCompass and the development of new reports. The Contractor and the State will partner on the completion of a needs assessment to determine the utility of current reports and plan to implement new reports over the course of the Contract. The State will submit any requests for new reports in writing. The Contractor shall respond within two (2) business days detailing the length of time for the reports to go-live in TNCompass. Reports shall include at minimum the following:
- a. Evaluation Reports: evaluation report by Educator, evaluator credentials, evaluator overrides reports, growth and achievement selections, observation data, observation self-score, observation summary, observation summary by LEA, off-track practitioner assignments, pacing guide, staff observers.
  - b. Licensure Reports: Educator Licensure, Educators with active Disciplinary Holds, license audit report
  - c. Human Capital Data Reports: allowing LEAs to cut existing data in a variety of ways. Data in the reports shall include: combination of licensure, evaluation, and salary information data that allows LEAs to manage their Educators and support recruitment, retention, and development.
  - d. Financial Reports: December 1 report, Year End Experience report, and salary schedule, assignment, and completion reports by LEA.

- e. Other Reports such as active schools by academic year, location reports, staff assignments, TNCompass role permissions, CEO credit report, LEA settings, Director of Schools export.
- A.6. TNCompass work plan. The Contractor shall develop in conjunction with the State's team a comprehensive work plan that outlines the support provided to the State team as well as the process for new development, status updates on current projects, any updates on implementation staff supplied by the Contractor, and meeting schedules. The Contractor shall submit this plan to the State no later than thirty (30) days after the Effective Date and manage and provide updates to this plan biweekly thereafter. Any new development projects to be completed under this contract must be requested by the State, and the Contractor shall provide a written response within ten (10) business days that outlines the specific requirements by task and due date (including hourly staff, any additional costs); additionally, the Contractor must describe all activities related to the development and implementation of new TNCompass components including resources to be used and the impact on maintenance, if any. Work shall not begin on development until approved by the State point of contact in writing.
- A.7. The Contractor shall provide the software solution known as edTools, customized for the State under Contract #43837. The Contractor shall maintain the existing features of edTools, including the following:
- a. Must be a web-based Application with no workstation client software or code, other than the browser, required to run the Application. The Contractor's services shall integrate seamlessly with the State's Cloud services.
  - b. The Contractor shall be responsive, per the timing specified in the project plan (A.9.), to assessment program changes and provide flexibility in adapting edTools as business rules change. The assessment program can change annually, thus, edTools shall be configurable to meet future business requirements without additional development and maintenance costs. The Contractor shall document any resulting changes to workflows and submit that documentation to the State with the submission of invoices.
  - c. Contractor maintenance and development activities, as well as user actions within the platform, will be auditable. The Contractor shall provide monthly records of any authorized or unauthorized changes to edTools, and any user activities and their timestamps within edTools, or respond to specific requests for these records within two business days upon State request.
  - d. The Contractor will undertake necessary quality control and assurance activities to ensure accuracy of the data from entry to transformation.
  - e. Data Warehousing and Analytical Processing – The Contract shall:
    - a. Provide the State with data warehousing services to support edTools.
    - b. Provide the State with data warehousing services to support Online Analytical Processing (“OLAP”) Applications. Warehouses and data marts must provide the State with 3 dimensional data sets that can be disaggregated from the State down to the student level.
    - c. Provide analytical data reporting to the State upon request.
    - d. Provide the State with a data archiving system to collect years of testing data and demographics, the system shall store information in an electronic format for later retrieval.
    - e. Assure that all data are stored in a secure environment and State backup and recovery policies are followed.
    - f. Provide remote access to data to State personnel as requested.
- A.8. As requested by the State, the Contractor shall provide maintenance to edTools and technical support to users. Should any new development or updates to edTools result in updated workflows, the Contractor shall provide updated workflows subject to the State's approval prior to the start of development work. Maintenance shall entail all work required to ensure edTools and its functionality are operating correctly for users, timely response to support requests identifying bugs and other edTools issues requiring patches, and updates to code required to ensure the effective operation of edTools components within any updates and changes to business rules or development of new edTools components developed under this Contract. Maintenance activities shall include at minimum:

- i. Adjustment of the content areas included in claiming.
  - ii. Opening and closure of edTools at designated dates and times.
  - iii. Addressing edTools or page errors.
  - iv. Data quality checks that ensure the correct student and teacher data are populating the edTools daily.
- b. Technical support as described above references work required to address technical inquiries from users. Technical support activities shall include at minimum:
- i. Responding to user emails within 24-48 hours and helping requests toward resolution.
  - ii. Addressing page or report errors to resolution.
  - iii. Forwarding emails regarding policy questions to the State.
  - iv. Sending system-generated emails prompting users to complete claiming.

- A.9. edTools Administration work plan. The Contractor shall prepare, for State approval, a detailed work plan for edTools for each administration of each assessment or other project that incorporates the development schedules for the activities of this Contract. Each work plan shall include the steps for all project work tasks, deliverables, estimated timelines and costs including initiation and completion dates, and task responsibilities to avoid any disruption of services, requirements or deliverables to the students, teachers, schools, LEAs and State. Each work plan shall require approval by executive level State staff including but not limited to the senior director of assessment and the senior director of data and policy, as well as other leadership for divisions leveraging the services in this Contract as appropriate.

Each work plan will outline by task and due date each activity to be performed under this Contract following the deliverable timelines established with the State. Each work plan must describe all activities related to development and implementation of software, web-based programming, training materials, Contractor support processes, assessment support processes, and logistics including each stage of production and providing due dates for the Contractor and the State. The work plan will serve as a monitoring document to be used by the State to assure timely completion of tasks as scheduled. The work plan shall be updated for each administration with State approval for the duration of the 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 students, teachers, schools, LEAs and State. Each work plan shall incorporate transition deliverables between the State, the Contractor, and the State's assessment administration vendor.

The Contractor shall provide each year the costs of transportation, food and lodging for an annual review between the State and the Contractor for planning, materials development, scoring and report approval, as needed. The State, in consultation with the Contractor, shall make selection of the meeting site and dates. Meeting participants shall include the key project staff including project coordinators and their supervisors. The annual review shall include both post-project information from the previous test year and planning for the upcoming test year. Separate work plans and review meetings will be provided for additional projects that support State divisions and leverage the technical support, web-based Applications, and programming provided in this Contract.

- A.10. Transitions of Deliverables and Continuity of Services – Should the State decide to transition to another vendor for any services provided under this Contract, the Contractor shall:
- i. Cooperate fully with the State in providing a transition between the Contractor and the new vendor to avoid any disruption of services, requirements or deliverables to students, teachers, schools, systems or the State.
  - ii. Transition activities, to be provided at no additional cost to the State, include, but are not limited to:
    - a. Creating and providing the State with a work plan for all transition activities
    - b. Transfer of all State data to the new vendor, as well as comprehensive data dictionaries, on the timeline determined by the State. State data is inclusive of data pertaining to edTools users as well as the data edTools is intended to collect and/or produce.
    - c. Provision of workflow documentation to the new vendor.

- d. Removal of edTools webpages so that edTools is no longer accessible to users.
- iii. Recommend and execute a plan for testing for accuracy of data transferred and/or converted for upload between multiple contractors' systems.

A.11. Management Meetings – The Contractor shall:

- i. Provide for a minimum of one (1) weekly management meeting between the Contractor and State staff (the director of data and policy, or their designee). These management meetings shall include review of the administration work plan (A.6), including key dates review, and provide an opportunity to discuss task implementation, status, demo review schedule, and expected completion dates.
- ii. Produce monthly and annual progress reports with tasks and activities from the schedule and progress noted for each. Progress reports shall include a report of activities completed during the prior quarter (or year, for the annual report). The reports shall provide a list of significant operational problems needing corrective action and shall address the following elements identified by the State:
  - a. identify the problem,
  - b. assign responsibility for taking corrective action,
  - c. evaluate the importance of the problem,
  - d. investigate possible causes of the problem

The Contractor shall:

- a. analyze the problem,
- b. recommend actions to prevent recurrence of this or similar problems,
- c. implement new process controls as necessary,
- d. determine what to do with the failed items, and
- e. record permanent changes in process documentation.

Each monthly progress report shall also contain:

- a. a section that summarizes questions or complaints received by the call center,
- b. a section that addresses issues or problems raised by the State, and
- c. documentation of major problems and their outcomes.

The Contractor shall immediately report issues or problems to the State and address them as they occur. The Contractor shall submit all progress reports, in Microsoft Word, with invoices to the State via email.

- A.12. Warranty. Contractor represents and warrants that the term of the warranty (“Warranty Period”) shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a “Defect” and shall be considered “Defective.” If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor’s industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State’s rights under this Section shall not prejudice the State’s rights to seek any other remedies available under this Contract or applicable law.

- A.13. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver

the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

A.14. The State may, at its sole discretion and with written notice to the Contractor, request changes in the Scope that are necessary but were inadvertently unspecified in this Contract.

a. Change Order Creation— After receipt of a written request for additional services from the State, the Contractor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Contractor's proposal must specify:

- (1) the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
- (2) the specific effort involved in completing the change(s);
- (3) the expected schedule for completing the change(s);
- (4) the maximum number of person hours required for the change(s); and
- (5) the maximum cost for the change(s)— this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work.

The Contractor shall not perform any additional service until the State has approved the proposal. If approved, the State will sign the proposal, and it shall constitute a Change Order between the Contract Parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.

b. Change Order Performance— Subsequent to creation of a Change Order, the Contractor shall complete the required services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval.

c. Change Order Remuneration— The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Change Order, without a formal amendment of this Contract, shall be remunerated in accordance with and further limited by Contract Section C.3.c., PROVIDED THAT, the State shall be liable to the Contractor only for the cost of the actual goods or services provided to complete the necessary work, not to exceed the maximum cost for the change detailed in the Change Order. In no instance shall the State be liable to the Contractor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

## **B. TERM OF CONTRACT:**

B.1. This Contract shall be effective for the period beginning on November 6, 2019 ("Effective Date") and ending on November 5, 2021 ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two million nine thousand eight hundred sixty dollars (\$2,009,860.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
  - b. The Contractor shall be compensated based upon the following payment methodology:

<b>c. Goods or Services Description</b>	<b>Amount</b> (per compensable increment)
Monthly TNCompass Maintenance FY20 (A.4)	\$ 27,500.00/month (\$330,000.00/year)
Development of Additional Features in TNCompass per policy updates FY20 (A.4 – A.5)	\$ 150,000.00 total upon completion
edTools Administration work plan (A.9)	\$1,500.00 per administration per Application (100) \$150,000.00
edTools website hosting (A.7)	\$350.00 per Application per month (\$8,400.00/year)
edTools Support and Maintenance (A.7)	\$1000.00 per application per administration (50) \$50,000.00
Teacher Claiming Management, Support & Maintenance (A.8 – A.9)	\$2,000 per assessment per administration (50) \$100,000.00
Data Warehousing Services (A.7.e)	\$800 per Application per assessment (100) \$80,000.00
Technical Support Services (A.8)	\$1,200 per assessment per administration(100) \$120,000.00
Project Management – IT personnel (A.9)	\$80/hour (\$3,360) \$268,800.00

Custom Programming (A.7—A.8)	<p>Contractor will report activities according to the following role type and cost:</p> <p>\$105 /hour –Sr. Developer  \$95/hour—Jr. Developer  \$90/hour—Business Analyst  \$85/hour—Program Analyst  up to \$300,000</p>
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- c. The Contractor shall be compensated for changes requested and performed pursuant to Contract Section A.14, without a formal amendment of this Contract based upon the payment rates detailed in the schedule below and as agreed pursuant to Section A.14, PROVIDED THAT compensation to the Contractor for such “change order” work shall not exceed NUMBER NOT TO EXCEED SEVEN PERCENT (7%) of the sum of milestone payment rates detailed in Section C.3.b., above (which is the total cost for the milestones and associated deliverables set forth in Contract Sections A.2., through A.14.). If, at any point during the Term, the State determines that the cost of necessary “change order” work would exceed the maximum amount, the State may amend this Contract to address the need.

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

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Grace Jones  
710 James Robertson Parkway, 11<sup>th</sup> Floor  
Nashville, TN 37243

- a. Each invoice, on Contractor’s letterhead, shall clearly and accurately detail all of the following 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: TDOE/Human Capital
  - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
  - (6) Contractor name;
  - (7) Contractor Tennessee Edison registration ID number;
  - (8) Contractor contact for invoice questions (name, phone, or email);
  - (9) Contractor remittance address;
  - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
  - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
  - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
  - (13) Amount due for each compensable unit of good or service; and
  - (14) Total amount due for the invoice period.

b. Contractor’s invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

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 that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

#### **D. MANDATORY TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.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. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

## The State:

Kaitlin Reynolds, Director of Data and Strategic Projects  
 Tennessee Department of Education  
 710 James Robertson Parkway, 9th Floor  
 Nashville, TN 37243  
 Kaitlin.Reynolds@tn.gov  
 Telephone # 615-630-0202

## The Contractor:

Marty Reed, Chief Executive Officer  
 RANDA Solutions  
 2555 Meridian Blvd, Suite 300  
 Franklin, TN 37067  
 Marty.Reed@randasolutions.com  
 Telephone # 615-915-5446

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

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. 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 materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional

terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation 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 under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 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 agrees 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, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor 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 Term, 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 under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from 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. Contractor's 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 Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) 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.12. 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.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, 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 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.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party 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 are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

D.19. 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' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 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 under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and

agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, 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, whether written or oral.
- D.28. 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 of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachments A, B, and C.
  - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
  - e. any technical specifications provided to proposers during the procurement process to award this Contract; and
  - f. the Contractor's response seeking this Contract.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two

million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3<sup>rd</sup> floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

**The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits..**

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the

general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
  - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
  - i. The Contractor employs fewer than five (5) employees;
  - ii. The Contractor is a sole proprietor;
  - iii. The Contractor is in the construction business or trades with no employees;
  - iv. The Contractor is in the coal mining industry with no employees;
  - v. The Contractor is a state or local government; or
  - vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than six million dollars (\$6,000,000) per occurrence or claim and six million dollars (\$6,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

- 2) Such coverage shall include data breach response expenses, in an amount not less than six million dollars (\$6,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor’s subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor’s subcontractors and that are subject to tax.

D.34. 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 that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Contractor to disclose any Confidential Information, 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. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination 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, the special terms and conditions shall be subordinate to the Contract’s other terms and conditions.
- E.2. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.3. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not

included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding (“MOU”), not an amendment.

- a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor’s written proposal shall include:
  - (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
  - (2) Any pricing related to the new lines, items, or options;
  - (3) The expected effective date for the availability of the new lines, items, or options; and
  - (4) Any additional information requested by the State.
- b. The State may negotiate the terms of the Contractor’s proposal by requesting revisions to the proposal.
- c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

- E.4. Intellectual Property Indemnity. 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 concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State’s failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.
- E.5. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State’s business and purposes.
- E.6. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.
- E.7. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.
- E.8. Contractor Hosted Services Confidential Data, Audit, and Other Requirements
  - a. “Confidential State Data” is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
    - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

- (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
- (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: <https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html>.

- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and Application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and Applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the Application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
  - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 3 hours
  - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 hours

- (2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

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

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E. 10. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or

causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

- E.11. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- E.12. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

- E.13. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.

- (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
- i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be

obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

**IN WITNESS WHEREOF,**

**R&A SOLUTIONS, INC. DBA RANDA:**

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**CONTRACTOR SIGNATURE**

**DATE**

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

**TENNESSEE DEPARTMENT OF EDUCATION:**

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**PENNY SCHWINN, COMMISSIONER**

**DATE**

**ATTACHMENT A****ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	64135
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	R&A Solutions, Inc.
<b>EDISON VENDOR IDENTIFICATION NUMBER:</b>	0000008992

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

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**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

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**PRINTED NAME AND TITLE OF SIGNATORY**


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**DATE OF ATTESTATION**



**CONTRACT**

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

<b>Begin Date</b> November 17, 2014	<b>End Date</b> November 15, 2019	<b>Agency Tracking #</b> 33150-00315	<b>Edison Record ID</b> 44121
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<b>Contractor Legal Entity Name</b> R&A Solutions, Inc. dba RANDA	<b>Edison Vendor ID</b> 000008992
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**Service Caption (one line only)**  
Educator Management System

<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	<b>CFDA #</b> 84.395
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	\$0.00	\$725,000.00	\$0.00	\$0.00	\$725,000.00
2016	\$225,000.00	\$0.00	\$0.00	\$0.00	\$225,000.00
2017	\$225,000.00	\$0.00	\$0.00	\$0.00	\$225,000.00
2018	\$225,000.00	\$0.00	\$0.00	\$0.00	\$225,000.00
2019	\$225,000.00	\$0.00	\$0.00	\$0.00	\$225,000.00
2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$900,000.00</b>	<b>\$725,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,625,000.00</b>

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

**Ownership/Control**

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

Selection Method & Process Summary (mark the correct response to confirm the associated summary)	
<input checked="" type="checkbox"/> RFP	The procurement process was completed in accordance with the approved RFP document and associated regulations.
<input type="checkbox"/> Competitive Negotiation	The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Alternative Competitive Method	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Non-Competitive Negotiation	The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
<input type="checkbox"/> Other	The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  
11/6/14

*Chris Foley*

OCR USE - FA

<b>Speed Chart (optional)</b> Various	<b>Account Code (optional)</b> Various
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## SUPPLEMENTAL SUMMARY SHEET

RFS Number		33150-00315						
Edison ID		44121						
Fiscal Year	Department ID	Speedchart Number	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2015	3315000000	ED00000731	114100	70803000	25000	EDRTTSDRACTT11	84.395	\$25,000.00
2105	3315000000	ED00000731	114100	70899000	25000	EDRTTSDRACTT11	84.395	\$700,000.00
2016	3310500000	ED00000118	368100	70899000	25000	n/a	n/a	\$225,000.00
2017	3310500000	ED00000118	368100	70899000	25000	n/a	n/a	\$225,000.00
2018	3310500000	ED00000118	368100	70899000	25000	n/a	n/a	\$225,000.00
2019	3310500000	ED00000118	368100	70899000	25000	n/a	n/a	\$225,000.00
<b>TOTAL</b>								<b>\$1,625,000.00</b>



**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF EDUCATION  
AND  
R&A SOLUTIONS, INC. DBA RANDA**

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and R&A Solutions, Inc. dba RANDA, hereinafter referred to as the "Contractor," is for the provision of an Educator Management System, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.  
Contractor Place of Incorporation or Organization: Tennessee  
Contractor Edison Registration ID # 0000008992

**A. SCOPE OF SERVICES:**

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.

A.2. Definitions:

SYSTEM TERMS	
Term	Definition
Azure (Windows Azure)	Windows Azure is Microsoft's operating system for cloud computing. Azure was designed to facilitate the management of scalable Web applications over the Internet. The hosting and management environment is maintained at Microsoft data centers. Azure uses "Automated Service Management" to facilitate application upgrading without compromising performance. Automated Service Management provides features such as load balancing, caching, fault tolerance and redundancy that are included to ensure high availability. Windows Azure supports a wide variety of Microsoft and third-party standards, protocols, programming languages and platforms. Examples include XML (Extensible Markup Language), REST (representational state transfer), SOAP (Simple Object Access Protocol), Eclipse, Ruby, PHP and Python.
Cloud	The "cloud" is comprised of the following essential characteristics: <ul style="list-style-type: none"><li>• <b>On-demand self-service.</b> A consumer can independently and unilaterally provision computing capabilities, such as compute time, network connectivity and storage, as needed automatically without requiring human interaction with each service's provider.</li><li>• <b>Broad network access.</b> Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms.</li><li>• <b>Resource pooling.</b> The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources, but may be able to specify location at a higher level of abstraction (e.g., country, state, region or datacenter). Examples of computing resources include storage, processing (computing), memory, network bandwidth, and virtual machines.</li></ul>



	<ul style="list-style-type: none"><li>• <b>Rapid elasticity.</b> Capabilities can be rapidly and elastically provisioned, in some cases automatically, to quickly scale out and rapidly released to quickly scale in. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be purchased in any quantity at any time.</li><li>• <b>Measured Service.</b> Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, compute, bandwidth, active user accounts, etc.). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.</li></ul> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
Common Education Data Standards (CEDS)	<p>A specified set of the most commonly used education data elements to support the effective exchange of data within and across states, as students transition between educational sectors and levels, and for federal reporting. This common vocabulary will enable more consistent and comparable data to be used throughout all education levels and sectors necessary to support improved student achievement.</p> <p>The standards are being developed by NCES <a href="http://nces.ed.gov">http://nces.ed.gov</a> with the assistance of a CEDS Stakeholder Group that includes representatives from states, districts, institutions of higher education, state higher education agencies, early childhood organizations, federal program offices, interoperability standards organizations, and key education associations and non-profit organizations.</p> <p>More information on CEDS can be found at <a href="http://nces.ed.gov/programs/ceds/">http://nces.ed.gov/programs/ceds/</a>.</p>
Ed-Fi Data Standard	<p>The Ed-Fi data standard consists of the Ed-Fi Unifying Data Model and a data exchange framework:</p> <ul style="list-style-type: none"><li>• Ed-Fi Unifying Data Model – The Ed-Fi Unifying Data Model (UDM) <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Unifying-Data-Model-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Unifying-Data-Model-1.2.pdf</a> is an enterprise data model of K–12 education data. It is designed to capture the meaning and inherent structure in the most important information in the K–12 education enterprise, in order to facilitate information sharing of education data. The UDM is expressed using Unified Modeling Language (UML) class diagrams and is independent of any interchange mechanism, database storage structure or application interface. The UDM is aligned to the Common Education Data Standards.</li><li>• Data exchange framework – The data exchange framework defines mechanisms for securely exchanging and storing data contained in the UDM, based on industry standard and vendor neutral approaches. The data exchange framework includes<ul style="list-style-type: none"><li>○ Ed-Fi XML Core Schema <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Core-1.2.xsd">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Core-1.2.xsd</a> .zip and Standard Interchange Schemas <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Standard-Interchange-Schema-Overview-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Standard-Interchange-Schema-Overview-1.2.pdf</a> built upon the core schema</li><li>○ Ed-Fi Logical Database Model (LDM) <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Logical-Database-Model-">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Logical-Database-Model-</a></li></ul></li></ul>



	<p><a href="#">1.2.pdf</a> for implementing an Operational Data Store (ODS)</p> <ul style="list-style-type: none"> <li>Ed-Fi REST API Design Guidelines <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-REST-API-Design-Guidelines-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-REST-API-Design-Guidelines-1.2.pdf</a> .</li> </ul>
IaaS	<p>Cloud Infrastructure as a Service (IaaS). The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud physical infrastructure but has control over operating systems, storage, deployed applications, and possibly limited control of select networking components.</p> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
Interoperability	<p>A principle of using standardized data formats and data transport protocols to promote the effective exchange and utilization of data between two or more systems or system components. Interoperability is a core design principle for Tennessee Department of Education technology development and operations.</p>
License	<p>A software product license acquired with a single, non-reoccurring fee that grants continued State usage of a particular software product/system, for no less than the term of this Contract, as long as the State complies with all the relevant terms of the license agreement. Under this model maintenance and support activities are typically separate items with separate terms.</p>
Multihoming	<p>Refers to the condition of users affiliating with more than a single platform.</p>
Multitenancy	<p>A principle in software architecture where a single instance of the software runs on a server, serving multiple client organizations (tenants). Multitenancy is contrasted with a multi-instance architecture where separate software instances (or hardware systems) are set up for different client organizations. With a multitenant architecture, a software application is designed to virtually partition its data and configuration, and each client organization works with a customized virtual application instance. A key differentiator of "multitenancy" is a single schema shared among multiple tenants.</p>
On Premises Software	<p>On Premises Software is installed and run on computers on the premises (in the building) of the person or organization using the software, rather than at a remote facility, such as at a server farm or cloud somewhere on the internet. On-premises software is sometimes referred to as "shrinkwrap" software, and off-premises software is commonly called "software as a service" or "computing in the cloud".</p>
PaaS	<p>Cloud Platform as a Service (PaaS). The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.</p> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
SaaS	<p>Cloud Software as a Service (SaaS). The capability provided to the</p>



	<p>consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of provider-defined user-specific application configuration settings.</p> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
Subscription	A software product license that incurs a reoccurring fee that includes all product updates and maintenance and support services. Under this licensing model, all license rights to usage of the software product/system end with the termination of the agreement.
<b>EDUCATION TERMS</b>	
(HQ) Highly Qualified	A teacher who has met federal guidelines related to the highly qualified provision under ESEA including: (1) Holding a BA/BS (2) Demonstrating content knowledge (3) Meeting licensure requirements.
Administrator	General term used to refer to 1) school based administrators (principals, assistant principals) 2) LEA administrators (LEA staff)
Advancement	Progression from an initial to a professional level of the educator license.
Assistant Principal	Refers to any administrators that generally report to the lead administrator (principal)
CAEP	Council for the Accreditation of Educator Preparation
Candidate	A person enrolled in an educator preparation program
Certificate	A special certification issued by the Office of Educator Licensing and is not a teacher license
District Experience	Approved experience by a specific district for salary purposes
Education Testing Service (ETS)	Manages and administers PRAXIS examinations
Educator	The word educator is used to describe a group of individuals that need a license to work in the state of Tennessee. This group is comprised of teachers, assistant principals, principals, superintendents, school administrators, and supervisors.
Educator Personal Profile	The general demographic data for an educator; such as, name, address, phone numbers, emails, text preferences, race, ethnicity, date of birth and social security number (SSN).
EIS	Education Information System – pre-K thru 12 State data collection system
EPP	Educator Preparation Program
ESEA	Elementary and Secondary Education Act
External User	Currently an external user is identified as a member of the public who searches for an Educator.
Hold	Disciplinary action on an educator record that prohibits any further action being taken on the license record.
Initial	The first issuance of a license.
Internal User	Currently an internal user is any user aside from the public.
IS	Information Services
LEA	Local Education Agency a.k.a School Districts
License Calendar	Validity period of the license type
<b>LICENSE TERMS</b>	
Licensing Specialist	State employee that processes and approves educator licenses for the TDOE.
NASDTEC	The National Association of State Directors of Teacher Education



	and Certification; national file received to update disciplinary action
National Board Certification	National Board Certified Teachers are highly accomplished educators who meet high and rigorous standards. National Board certified teachers have met these rigorous standards through intensive study, expert evaluation, self-assessment and peer review. National Board for Professional Teaching Standards offers 25 certificates that cover a variety of subject areas and student developmental levels.
OEL	Office of Educator Licensing
OEL Educator Record	The general data that describes the educational background, licenses, endorsements, specialties, PRAXIS exams, experience and electronic documents relevant to an Educator's record.
OEL Licensing Manager	Oversees the Office of Educator Licensing and all staff.
OEL Power User	An Office of Educator Licensing specialist who is charged with handling license status changes and disciplinary action on educator records in addition to normal office duties.
Pending (Work Queue)	User ability to place work in a pending status, i.e. pend till a specific document or when required documentation is provided.
Permit	An approval to teach but not a teacher license. A Permit application is submitted by the superintendent/director of schools stating an intent to employ an individual to fill a teaching vacancy when a licensed educator cannot be located.
PIRS	Personal Information Resource System which produces LEA reported experience on a yearly basis
PPMO	Project Portfolio Management Office, Division of Information Services
PRAXIS	The Praxis Series; required assessments taken by teacher candidates as part of the certification process.
Principal	Refers to the lead administrator of a school
Professional Learning Credits	Points that must be earned by educators for the purpose of advancing or renewing a license. Credits may be earned in a variety of ways, including completing coursework, participating in seminars or conferences or achieving overall evaluation ratings of meeting expectations or higher.
Renewal	The repeated issuance of a license previously issued.
RTTT	Race to the Top; funding source for many TDOE system projects
SAS	Statistical Analysis System
Specialty	Amendment to a license.
State Experience	Experienced earned for working in a certified position in a Tennessee LEA or at the state level
Superintendent	Person in charge of the LEA, also known as Directors of Schools
TDOE	Tennessee Department of Education
Teach Tennessee	Accelerated teacher licensure program developed by TDOE
Teacher	Person in the classroom, leading instruction
Waiver	Exceptions to teach in Tennessee. An employment standard waiver can be issued by the TDOE if a teacher holding an Apprentice, Transitional or Professional License is scheduled to teach more than one course or more than two sections of one course outside the area of endorsement.
Work Queue	A work area per functional group that allows for work to be passed from one functional area to the other. i.e. Educator to EPP for Education Verification
<b>EVALUATION TERMS</b>	
Achievement Measure	This is a list of measures that is approved by the State Board of Education.
Achievement Scores	The appropriate score associated with the achievement measure.



Calculation Model	Evaluation Components and weights for a specific classification used to calculate a scale score.
Calculation weights	Individual weights assigned to an evaluation component.
Classification	A grouping of evaluation components for a specific school population.
Evaluation Components	Individual components used to build a calculation model.
Evaluation Record	The general data that captures the educator's evaluation experience; such as, school assignment(s), LEA assignment(s), grade level(s), subject level(s), rubric, license type and previous year effectiveness level.
GLADIS	A portfolio management system that allows non-tested subject areas to utilize the same framework as tested teachers in providing an assessment for evaluation.
Growth Measures	For tested teachers, the growth measure used in the evaluation is TVAAS, a statistical method that compares each student's actual growth to their projected growth. For teachers without individual TVAAS data for their grades and subjects, the growth measures will be school-wide TVAAS or other comparable measure
Master School Assignment	For teachers that teach in more than one school, this designation will be assigned by the LEA. This school will be who enters the choice of growth measure and achievement measure.
NIET	National Institute for Excellence in Teaching
Non-Tested Teacher	A teacher that does not have an individual growth score
Observation Form	The form that evaluators use to score rubric domains. The observation form should include all indicators for all associated domains.
Observation Score	The average of all indicators scored
Overall Level of Effectiveness Score	This is a 1 - 5 score calculated from the scale score.
Partial Year Exemption	Assigned to any Educator that does not have complete Evaluation data.
Refinement	Identification of where there is room for improvement in the classroom.
Reinforcement	Identification of what is working well in the classroom
Rubric	A defined set of standards for an educator type
Rubric Domain	A defined set of indicators
Scale Score	A score calculated from; observation score, achievement measure and growth measure.
Tested Teacher	A teacher that has an individual growth score
TVAAS	Tennessee Value-Added Assessment System - A statistical analysis of achievement data that reveals academic growth over time for students and groups of students such as those in a grade level or in a school.

A.3. The Contractor shall provide a software solution for an Educator Licensure and Educator Evaluator system that is configurable to expand into an Educator Management System. This project will be completed in several phases with the first phase being the Educator Licensure and Educator Evaluation components. The remaining components will be rolled out at later date(s) as determined by the State. The other four functional domains are; Teach Tennessee, Educator Preparation Program Approval, Leadership Development, and Educator Recruitment & Retention. The following is a brief description of each domain.

- a. Office of Educator Licensing is responsible for verifying that applicants meet all employment standards requirements necessary to acquire a licensing credential. A license is required in order for an individual to be employed as a teacher, principal, or administrator in a Tennessee school.
- b. Office of Educator Evaluation is responsible for ensuring that all teachers and



administrators are evaluated, every year, and supported with data driven feedback conversations between the teacher/administrator and their evaluator.

- c. Teach Tennessee program provides selected qualified candidates an alternative path to licensure. The program includes mentoring, inside and outside the classroom as well as comprehensive training and support.
- d. Office of Educator Preparation Program Approval is responsible for ensuring all educator preparations programs maintain curriculum standards and clinical experiences that adequately prepare aspiring educators to practice in the field.
- e. Office of Professional Development is responsible for providing opportunities to progress educator's careers.
- f. Office of Recruitment and Retention is responsible for enticing educators to Tennessee as well as providing services to improve retention in the state.

The State of Tennessee currently has 1,700 schools within 137 LEAs that educate over 950,000 students by approximately 70,000 educators.

The software solution must be flexible with the ability to respond to changing legislative mandates, satisfying reporting obligations at the local, state and federal levels. It must be a web-based application with no workstation client software or code, other than the browser, required to run the application. The TDOE cloud will be centrally managed and supported by State personnel.

- A.4. The Contractor will report monthly on the project progress to the project manager. This report will detail completed, usable, functional software that is ready for release as well as listing the next month's development effort.

The State will define development (feature) priorities at the beginning of the contract. The State and the Contractor will negotiate estimated timeframes for each functional feature. Quality and functional software, as documented in the monthly plan, correlate to the milestone completed.

- A.5. Listed below are the licensure requirements. The current licensure process flow can be found in Attachment A:

#	Description
<b>Licensure Business Requirements</b>	
1.0	System must provide communication options, i.e. email, text, etc...
2.0	System must meet "Current" Licensing Requirements
3.0	System must meet "Current" Certificate Requirements
4.0	System must meet "Current" National Board Certification Requirements
5.0	System must allow for Educator Personal Profile data
6.0	System must allow for OEL Educator Record data
7.0	System must meet all Educator requirements
8.0	System must meet all OEL Licensing Specialist requirements
9.0	System must meet all OEL Licensing Power User requirements
10.0	System must meet all OEL Licensing Manager requirements
11.0	System must meet all LEA requirements



#	Description
12.0	System must meet all EPP requirements
13.0	System must meet all Data/System requirements
14.0	System must meet all Documentation requirements
15.0	System must meet all Work Queue requirements
16.0	System must meet all File Import requirements
17.0	System must meet all Data Conversion requirements
18.0	System must meet all Disciplinary requirements
19.0	System must meet Name Change requirements

#	Description
<b>Licensure Functional Requirements</b>	
<b>1.0</b>	<b>Communication Requirements</b>
1.1	Must provide Email
1.1.1	Send
1.1.2	Confirmation of Delivery
1.1.3	Print
1.2	Should provide Text
1.2.1	Send
1.2	Must Provide Letters
1.3.1	Generate
1.3.2	Print
1.3.3	Email
<b>2.0</b>	<b>License Type Requirements</b>
2.1	Business rules specific to each License type
2.1.1	Completed Personal Affirmation (to include link to review demographic data)
2.1.1.1	Application Process
2.1.1.2	Renewal Process
2.2.1.3	Advancement Process
2.2.1.4	Endorsement Process
2.2	Business rules specific to all License types
2.2.1	Request Demographic Changes
2.2.1.1	Request Address Change
2.2.1.2	Request Name Change
2.3	Online printing of License
<b>3.0</b>	<b>Certificate Type Requirements</b>
3.1	Business rules specific to each Certificate type (Permit and Waivers)



#	Description
	3.1.2 Application Process
<b>3.2</b>	<b>Online printing of Certificate</b>
<b>4.0</b>	<b>National Board Certification Requirements</b>
<b>4.1</b>	<b>Business rules specific to National Board Certification</b>
	4.1.1 Application (Proof) Process
<b>5.0</b>	<b>Educator Personal Profile Data</b>
<b>5.1</b>	<b>Demographic Data</b>
<b>5.2</b>	<b>History of Personal Profile Data</b>
<b>5.3</b>	<b>Online printing of Personal Profile</b>
<b>6.0</b>	<b>OEL Educator Record Data</b>
<b>6.1</b>	<b>Licenses</b>
<b>6.2</b>	<b>Endorsements</b>
<b>6.3</b>	<b>Specialties</b>
<b>6.4</b>	<b>Education</b>
<b>6.5</b>	<b>Exams/PRAxis</b>
<b>6.6</b>	<b>Experience</b>
	6.6.1 State Experience
	6.6.1.1 Populated yearly from Evaluation results
	6.6.1.2 Instructional Educators
	6.6.1.2.1 State Standard Rubric
	6.6.1.3 Non Instructional
	6.6.1.3.1 Non State Standard Evaluation
	6.6.2 District Experience
	6.6.2.1 Free form entry by current District
<b>6.7</b>	<b>HQ</b>
<b>6.8</b>	<b>Professional Learning Credits</b>
<b>6.9</b>	<b>Documentation (scanned, uploaded, etc...)</b>
<b>6.10</b>	<b>Evaluation Scores – Interpretation to be based on license type and license status</b>
	6.9.1 (Interpretation of) Overall Level of Effectiveness Score
	6.9.2 (Interpretation of) Growth Measure
<b>6.11</b>	<b>Disciplinary Action (Hold)</b>
<b>6.12</b>	<b>History of OEL Educator Record Data</b>
<b>6.13</b>	<b>Online printing of OEL Educator Record</b>
<b>7.0</b>	<b>Educator Requirements</b>
<b>7.1</b>	<b>Creating Educator Personal Profile</b>



#	Description	
	7.1.1	Demographic Data
<b>7.2</b>	<b>Editing Educator Personal Profile</b>	
	7.2.1	Demographic Data
<b>7.3</b>	<b>Viewing Educator Personal Profile</b>	
	7.3.1	Demographic Data
	7.3.2	History of Educator Personal Profile
<b>7.4</b>	<b>Viewing OEL Educator Record</b>	
	7.4.1	Licenses
	7.4.2	Endorsements
	7.4.3	Specialties
	7.4.4	Education
	7.4.5	Exams/PRAXIS
	7.4.6	HQ
	7.4.7	Professional Learning Credits
	7.4.8	Documentation (scanned, uploaded, etc...)
	7.4.9	Evaluation – Interpretation to be based on license type
	7.4.8.1	Representation of Progress toward Advancement or Renewal
	7.4.10	History of OEL Educator Record
<b>7.5</b>	<b>Edit Professional Learning Credits</b>	
<b>7.6</b>	<b>Upload Documents to OEL Educator Record</b>	
<b>7.7</b>	<b>Send Email</b>	
<b>7.8</b>	<b>Provide Educator on-line access</b>	
<b>8.0</b>	<b>OEL Licensing Specialist Requirements</b>	
<b>8.1</b>	<b>Creating Educator Personal Profile</b>	
	8.1.1	Demographic Data
<b>8.2</b>	<b>Editing Educator Personal Profile</b>	
	8.2.1	Demographic Data
<b>8.3</b>	<b>Viewing Educator Personal Profile</b>	
	8.3.1	Demographic Data
	8.3.2	History of Educator Personal Profile
<b>8.4</b>	<b>Creating OEL Educator Record</b>	
	8.4.1	Licenses
	8.4.2	Endorsements
	8.4.3	Specialties
	8.4.4	Education



#	Description	
	8.4.5	Exams/PRAXIS
	8.4.6	Professional Learning Credits
	8.4.7	Documentation (scanned, uploaded, etc...)
	8.4.7.1	Add Notes to Scanned Documentation
	<b>8.5</b>	<b>Editing OEL Educator Record</b>
	8.5.1	Licenses
	8.5.2	Endorsements
	8.5.3	Specialties
	8.5.4	Education
	8.5.5	Exams/PRAXIS
	8.5.6	Professional Learning Credits
	8.5.7	Documentation (scanned, uploaded, etc...)
	8.5.7.1	Add Notes to Scanned Documentation
	<b>8.6</b>	<b>Viewing OEL Educator Record</b>
	8.6.1	Licenses
	8.6.2	Endorsements
	8.6.3	Specialties
	8.6.4	Education
	8.6.5	Exams/PRAXIS
	8.6.6	Experience
	8.6.6.1	State Experience
	8.6.7	HQ
	8.6.8	Professional Learning Credits
	8.6.9	Documentation (scanned, uploaded, etc...)
	8.6.10	<b>Evaluation Scores – Interpretation to be based on license type and license status</b>
	8.6.10.1	(Interpretation of) Overall Level of Effectiveness Score
	8.6.10.2	(Interpretation of) Growth Measure
	8.6.11	Disciplinary Action (Hold)
	8.6.12	History of OEL Educator Record
	<b>8.7</b>	<b>Send Email</b>
	8.7.1	Template
	8.7.2	Free form
	<b>8.8</b>	<b>Text</b>
	8.8.1	Send
	<b>8.9</b>	<b>Send Letter</b>



#	Description	
	8.9.1	Template
	8.9.2	Free form
	<b>8.10</b>	<b>Ability to store notes in Educator Record</b>
	<b>8.11</b>	<b>Provide OEL Licensing Specialist Work Queue</b>
<b>9.0</b>	<b>OEL Licensing Power User Requirements</b>	
	<b>9.1</b>	<b>OEL Admin Process</b>
	9.1.1	Modify License Status
	9.1.2	Modify Holds on Educator Records
	9.1.3	Delete Holds on Educator Records
	9.1.4	Add Holds on Educator Records
	9.1.5	Modify License Dates
	<b>9.2</b>	<b>Provide OEL Licensing Power User Work Queue</b>
	<b>9.3</b>	<b>Provide access to Provide OEL Licensing Specialist Work Queue</b>
	<b>9.4</b>	<b>Creating Educator Personal Profile</b>
	9.4.1	Demographic Data
	<b>9.5</b>	<b>Editing Educator Personal Profile</b>
	9.5.1	Demographic Data
	<b>9.6</b>	<b>Viewing Educator Personal Profile</b>
	9.6.1	Demographic Data
	9.6.2	History of Educator Personal Profile
	<b>9.7</b>	<b>Creating OEL Educator Record</b>
	9.7.1	Licenses
	9.7.2	Endorsements
	9.7.3	Specialties
	9.7.4	Education
	9.7.5	Exams/PRAXIS
	9.7.6	Professional Learning Credits
	9.7.7	Documentation (scanned, uploaded, etc...)
	9.7.7.1	Add Notes to Scanned Documentation
	<b>9.8</b>	<b>Editing OEL Educator Record</b>
	9.8.1	Licenses
	9.8.2	Endorsements
	9.8.3	Specialties
	9.8.4	Education
	9.8.5	Exams/PRAXIS



#	Description
	9.8.6 Professional Learning Credits
	9.8.7 Documentation (scanned, uploaded, etc...)
	9.8.7.1 Add notes to Scanned Documentation
<b>9.9</b>	<b>Viewing OEL Educator Record</b>
	9.9.1 Licenses
	9.9.2 Endorsements
	9.9.3 Specialties
	9.9.4 Education
	9.9.5 Exams/PRAXIS
	9.9.6 Experience
	9.9.6.1 State Experience
	9.9.7 HQ
	9.9.8 Professional Learning Credits
	9.9.9 Documentation (scanned, uploaded, etc...)
	<b>9.9.10 Evaluation Scores – Interpretation to be based on license type and license status</b>
	9.9.10.1 (Interpretation of) Overall Level of Effectiveness Score
	9.9.10.2 (Interpretation of) Growth Measure
	9.9.11 Disciplinary Action (Hold)
	9.9.12 History of OEL Educator Record
<b>9.10</b>	<b>Send Email</b>
	9.10.1 Template
	9.10.2 Free form
<b>9.11</b>	<b>Text</b>
	9.11.1 Send
<b>9.12</b>	<b>Letter</b>
	9.12.1 Template
	9.12.2 Free form
<b>9.13</b>	<b>Ability to store notes in Educator Record</b>
<b>10.0</b>	<b>OEL Licensing Manager Requirements</b>
<b>10.1</b>	<b>OEL Power User Process</b>
	10.1.1 Modify License Status
	10.1.2 Modify Holds on Educator Records
	10.1.3 Delete Holds on Educator Records
	10.1.4 Add Holds on Educator Records
	10.1.5 Modify License Dates



#	Description	
	10.2	Provide access to OEL Licensing Power User Work Queue
	10.3	Provide access to OEL Licensing Specialist Work Queue
	10.4	Create Educator Personal Profile Data
	10.4.1	Demographic Data
	10.5	Edit Educator Personal Profile Data
	10.5.1	Demographic Data
	10.6	View Educator Personal Profile Data
	10.6.1	Demographic Data
	10.6.2	History of Personal Profile Data
	10.7	Create OEL Educator Record
	10.7.1	Licenses
	10.7.2	Endorsements
	10.7.3	Specialties
	10.7.4	Education
	10.7.5	Exams/PRAXIS
	10.7.6	Professional Learning Credits
	10.7.7	Documentation (scanned, uploaded, etc...)
	10.7.7.1	Add Notes to Scanned Documentation
	10.8	Edit OEL Educator Record
	10.8.1	Licenses
	10.8.2	Endorsements
	10.8.3	Specialties
	10.8.4	Education
	10.8.5	Exams/PRAXIS
	10.8.6	Professional Learning Credits
	10.8.7	Documentation (scanned, uploaded, etc...)
	10.8.7.1	Add Notes to Scanned Documentation
	10.9	View OEL Educator Record
	10.9.1	Licenses
	10.9.2	Endorsements
	10.9.3	Specialties
	10.9.4	Education
	10.9.5	Exams/PRAXIS
	10.9.6	Experience
	10.9.6.1	State Experience



#	Description	
	10.9.6.2	District Experience
	10.9.7	HQ
	10.9.8	Professional Learning Credits
	10.9.9	Documentation (scanned, uploaded, etc...)
	10.9.10	<b>Evaluation Scores – Interpretation to be based on license type and license status</b>
	10.9.10.1	(Interpretation of) Overall Level of Effectiveness Score
	10.9.10.2	(Interpretation of) Growth Measure
	10.9.11	Disciplinary Action (Hold)
	10.9.12	History of OEL Educator Record
<b>10.10</b>	<b>Send Email</b>	
	10.10.1	Template
	10.10.2	Free form
<b>10.11</b>	<b>Text</b>	
	10.11.1	Send Text
<b>10.12</b>	<b>Letter</b>	
	10.12.1	Template
	10.12.2	Free form
<b>10.13</b>	<b>Ability to store notes in Educator Record</b>	
<b>11.0</b>	<b>LEA Requirements</b>	
<b>11.1</b>	<b>LEA HR</b>	
	11.1.1	View Educator Personal Profile Data
	11.1.1.1	Demographic Data
	11.1.1.2	History of Educator Personal Profile
	11.1.2	Viewing OEL Educator Record
	11.1.2.1	Licenses
	11.1.2.2	Endorsements
	11.1.2.3	Specialties
	11.1.2.4	Education
	11.1.2.5	Exams
	11.1.2.6	Experience
	11.1.2.6.1	District Experience
	11.1.2.6.2	State Experience
	11.1.2.7	HQ
	11.1.2.8	Professional Learning Credits
	11.1.2.9	Disciplinary Action (Hold)



#	Description
11.1.3	Creating OEL Educator Record (District Only)
11.1.3.1	HQ Data
11.1.3.2	Professional Learning Credits
11.1.3.3	Experience
11.1.3.3.1	District Experience
11.1.4	Editing OEL Educator Record (District Only)
11.1.4.1	HQ Data
11.1.4.2	Professional Learning Credits
11.1.4.3	Experience
11.1.4.3.1	District Experience
11.1.5	Upload Documents to OEL Educator Record
11.1.6	Ability to submit an Application on behalf of Educator
11.1.7	Ability to Print License
11.1.8	Email
11.1.8.1	Free Form
<b>11.2</b>	<b>LEA "Other"</b>
11.2.1	View Educator Personal Profile Data
11.2.1.1	Demographic Data
11.2.1.2	History of Educator Personal Profile
11.2.2	Viewing OEL Educator Record
11.2.2.1	Licenses
11.2.2.2	Endorsements
11.2.2.3	Specialties
11.2.2.4	Education
11.2.2.5	Exams
11.2.2.6	Experience
11.2.2.6.1	District Experience
11.2.2.6.2	State Experience
11.2.2.7	HQ
11.2.2.8	Professional Learning Credits
11.2.2.9	Disciplinary Action (Hold)
11.2.2.10	Public View for Educators not in District
11.2.3	Creating OEL Educator Record (District Only)
11.2.3.1	HQ Data
11.2.3.2	Professional Learning Credits



#	Description
	11.2.3.3 Experience
	11.2.3.3.1 District Experience
11.2.4	Editing OEL Educator Record (District Only)
	11.2.4.1 HQ Data
	11.2.4.2 Professional Learning Credits
	11.2.4.3 Experience
	11.2.4.3.1 District Experience
11.2.5	Upload Documents to OEL Educator Record
11.2.6	Ability to submit an Application on behalf of Educator
11.2.7	Ability to Print License
11.2.8	Email
	11.1.8.1 Free Form
<b>12.0</b>	<b>EPP Requirements</b>
12.1	Public View for Educators not currently enrolled or previously enrolled
12.2	Viewing of Educator Personal Profile (for Current and Past educator preparation program candidates only)
	12.2.1 Demographic Data
	12.2.2 History of Educator Personal Profile
12.3	Viewing OEL Educator Record (for Current and Past educator preparation program candidates only)
	12.3.1 Licenses
	12.3.2 Endorsements
	12.3.3 Specialties
	12.3.4 Education
	12.3.5 Exams
	12.3.6 Experience
	12.3.6.1 State Experience
	12.3.7 HQ
12.4	Creating OEL Educator Record
	12.4.1 Education (no edit)
12.5	Upload Educator Documents
12.6	Ability to submit an Application on behalf of Educator
12.7	Email
	12.7.1 Free Form
12.8	Provide EPP Work Queue
<b>13.0</b>	<b>Data / System Requirements</b>



#	Description	
13.1	Educator shall be identified by a unique sequential identifier	
13.2	OEL Educator Records shall be statused based upon licensing requirements	
13.3	Log all user activities (Audit trail)	
	13.3.1	Creation
	13.3.2	Editing
	13.3.3	Deleting
		13.3.3.1 Marked for Deletion
	13.3.4	Disable
13.4	Accept Electronic Signatures	
13.5	Creation of user defined fields	
13.6	Produce ad-hoc reports	
	13.6.1	Run Queries
13.7	Store free text notes	
	13.7.1	User
	13.7.2	Date
	13.7.3	Time
13.8	Enable/Disable Reports	
13.9	Prepopulated Communication Templates	
	13.9.1	Ability to create Communication Templates
	13.9.2	Applicant Notification Templates
13.10	Educator may have more than one license type	
13.11	Link from OEL Educator Record to EIS	
13.12	Support multiple License Calendars (Expiration Dates)	
	13.12.1	To be specific based on license type
13.13	Generate automated email reminders to Educator	
	13.13.1	To be specific based on license type
	13.13.1.1	Renewals
	13.13.1.2	Advancement
	13.13.1.3	Endorsement
13.14	Generate automated renewals if business rules are met	
	10.14.1	To be specific based on license type
13.15	Generate automated advancement if business rules are met	
	13.15.1	To be specific based on license type
13.16	Generate automated endorsement if business rules are met	
	13.16.1	To be specific based on license type



#	Description
	13.16.2 To be specific based on endorsement type
<b>13.17</b>	<b>Allow saving of partial / non-completed application</b>
<b>13.18</b>	<b>Allow receipt of electronic documents</b>
<b>13.19</b>	<b>Maintain a Data History</b>
	13.19.1 OEL Educator Record
	13.19.2 Educator Personal Profile
	13.19.3 Exam (Exam Level)
	13.19.3.1 Passing Scores
<b>13.20</b>	<b>Maintain a Record Audit Trail</b>
	13.20.1 OEL Educator Record
	13.20.1.1 Modifications
	13.20.1.2 Adding
	13.20.1.3 Deletion
	13.20.1.4 Disable
	13.20.2 Educator Personal Profile
	13.20.2.1 Modifications
	13.20.2.2 Adding
	13.20.2.3 Deletion
	13.20.2.4 Disable
<b>13.21</b>	<b>Allow multiple options for searching for an Educator</b>
	13.21.1 SSN
	13.21.2 License Type
	13.21.3 License Number
	13.21.4 License Status
	13.21.5 First Name
	13.21.6 Last Name
	13.21.7 Date of Birth
<b>13.22</b>	<b>Allow Public access to Search</b>
	13.22.1 Search Criteria
	13.22.1.1 First Name
	13.22.1.2 Last Name
	13.22.1.3 License Number
	13.22.2 Return Data
	13.22.2.1 Personal Information
	13.22.2.1.1 Full Name



#	Description	
		13.22.2.1.2 License Number
	13.22.2.2	Licenses & Endorsements
		13.22.2.2.1 License Type
		13.22.2.2.2 License Status
		13.22.2.2.3 Endorsement
		13.22.2.2.4 Issue Date
		13.22.2.2.5 Date of Expiration
	13.22.2.3	Certificates
	13.22.2.4	HQ
13.23	<b>System must provide real time updates</b>	
13.24	<b>Only one user may edit a record at a time</b>	
	13.25.1	Educator Personal Profile Data
	13.25.2	OEL Educator Record Data
14.0	<b>Documentation Requirements</b>	
	14.1	<b>On-line upload of Educator documents</b>
	14.1.1	PDF
	14.1.2	DOC
	14.1.3	TIF
	14.1.4	CSV
	14.1.5	JPEG
	14.1.6	XLS
	14.2	<b>Document Type Requirements (includes Certificates and National Board)</b>
	14.2.1	Application Type (License Type)
	14.2.2	Miscellaneous Type
	14.3	<b>Display of Upload Results</b>
	14.4	<b>Link documents to correct Educator</b>
	14.5	<b>Storage of Educator Documentation</b>
	14.5.1	Application Type
	14.5.2	Miscellaneous Type
	14.6	<b>Purging of License applications</b>
	14.6.1	Application Type
	14.6.2	Miscellaneous Type
	14.7	<b>Archiving of License applications</b>
	14.7.1	Application Type
	14.7.2	Miscellaneous Type



#	Description
14.8	<b>Export of Report data</b>
14.8.1	CSV
14.8.2	PDF
14.8.3	XLS
14.9	<b>Provide a checklist of required documentation (i.e. application being submitted)</b>
14.10	<b>All document types will be identified by unique identifier (see FileNet documentation – Attachment B)</b>
14.11	<b>Automated process to add emails to OEL Educator (documentation) Record</b>
14.12	<b>Process for Adding Documents</b>
14.13	<b>Process for Editing Existing Documents</b>
15.0	<b>Work Queue Requirements (to be under one queue, FIFO)</b>
15.1	<b>OEL Licensing Specialist</b>
15.1.1	Application Approval
15.1.2	Renewal Approval
15.1.3	Endorsement Approval
15.1.4	Advancement Approval
15.1.5	Name Change Approval
15.1.6	Address Change
15.1.7	Re-assign work to other OEL Licensing Specialists
15.1.8	Re-assign work to OEL Licensing Power User
15.1.9	Ability to send to Pending Work Queue
15.2	<b>OEL Licensing Power User</b>
15.2.1	<b>Operational Activities</b>
15.2.1.1	Application Approval
15.2.1.2	Renewal Approval
15.2.1.3	Endorsement Approval
15.2.1.4	Advancement Approval
15.2.1.5	Name Change Approval
15.2.1.6	Address Change
15.2.2	<b>Disciplinary Action</b>
15.2.2.1	Place on Hold
15.2.2.2	Remove Hold
15.2.3	Ability to send to Pending Work Queue
15.2.4	Ability to re-assign work to OEL Licensing Specialist
15.2.5	Ability to re-assign work to OEL Licensing Power User
15.2.6	Ability to re-assign work to OEL Licensing Manager



#	Description	
	15.2.7	Access to OEL Licensing Specialist Queue
	15.2.7.1	Re-assign work to OEL Licensing Specialists
	15.2.7.1	Re-assign work to other OEL Licensing Power Users
<b>15.3</b>	<b>OEL Licensing Manager</b>	
	15.3.1	Operational Activities
	15.3.1.1	Application Approval
	15.3.1.2	Renewal Approval
	15.2.1.3	Endorsement Approval
	15.2.1.4	Advancement Approval
	15.3.1.5	Name Change Approval
	15.3.1.6	Address Change
	15.3.2	Ability to send to Pending Work Queue
	15.3.3	Ability to re-assign work OEL Licensing Specialists
	15.3.4	Ability to re-assign work OEL Licensing Power User(s)
	15.3.5	Access to OEL Power User Queue
	15.3.6	Access to OEL Licensing Specialist Queue
	15.3.6.1	Re-assign work to other OEL Licensing Specialists
	15.3.6.2	Re-assign work to other OEL Licensing Manager
<b>15.4</b>	<b>EPP (Education Program Provider)</b>	
	15.4.1	Education Verification
	15.4.1.1	Degree
	15.4.1.2	Program of Study
	15.4.1.2.1	Initiation Date
	15.4.1.2.2	Completion Date
	15.4.1.3	Transcript
	16.4.2	Ability to send to Pending Work Queue
<b>15.5</b>	<b>LEA HR</b>	
	15.3.1	Renewal Verification
	15.3.1.1	Non Instructional Educators
<b>15.6</b>	<b>LEA Other</b>	
	15.3.1	Renewal Verification
	15.3.1.1	Non Instructional Educators
<b>16.0</b>	<b>File Import Requirements</b>	
	<b>16.1</b>	<b>Teacher Experience Import (PIRS)</b>
	16.1.1	To be used for initial population of State Experience for Educators



#	Description
16.2	NASDTEC Import
16.3	PRAXIS / Exams Import
16.4	EPP Document Import (NEW)
16.4.1	Bulk
16.4.2	Single
16.5	Accredited Educational Program Providers (NEW)
17.0	Data Conversion Requirements
17.1	Oracle to SQL (See Section 5 of Requirements documentation)
18.0	Disciplinary Action Requirements
18.1	Educator may have more than one hold
18.2	NASDTEC Import Process
18.2.1	Automated process for creating Educator records (Educators not in system) -- all, not just those in Tennessee
18.2.2	Automated process for placing Educators License on Hold
18.3	Manual Process
18.4	Automated process for removing Hold based on pre-populated release date
18.5	Automated process for updating License Status when Hold is released
18.6	Automated process for sending Hold Follow-up to OEL Licensing Power User Work Queue
19.0	Name Change Requirements
19.1	Teacher License Application
19.2	Required Documentation

A.6. Listed below are the evaluation requirements. Current evaluation examples can be found in Attachment C.

#	Description
<b>Evaluation Business Requirements</b>	
1.0	System must meet all Educator Evaluation Requirements
2.0	System must meet Educator Evaluation Record User Requirements
3.0	System must meet all Calculation Model Requirements
4.0	System must meet all Scale Score Determination Requirements
5.0	System must meet all Overall Level of Effectiveness Score Determination Requirements
6.0	System must meet all File Import requirements
7.0	System must meet all Data Conversion Requirements
8.0	System must meet all Communication Requirements
9.0	System must meet all System / Data Requirements



#	Description	
<b>Evaluation Functional Requirements</b>		
<b>1.0</b>	<b>Educator Evaluation Record Requirements</b>	
1.1	Educator Personal Profile	
1.2	Current License Data	
1.2.1	From OEL Educator Record – converted to Apprentice or Professional only	
1.3	Current Master School Assignment	
1.3.1	LEA	
1.4	Subject Area	
1.5	Grade Level	
1.6	Observer	
1.7	Rubric	
1.7.1	Rubric Domains	
1.7.1.1	Observations	
1.7.1.1.1	Indicator(s)	
1.7.1.1.2	Observer Notes	
1.7.1.1.3	Educator Feedback	
1.7.1.1.4	Reinforcement	
1.7.1.1.5	Refinement	
1.7.2	Individual Evaluation Components	
1.7.2.1	Component Scores (as available)	
1.8	Partial Year Exemption Status	
1.9	Provide a History of Educator Evaluation Record (by Year)	
1.9.1	Rubric Domains	
1.9.1.1	Indicator(s)	
1.9.1.2	Observer Notes	
1.9.1.3	Educator Feedback	
1.9.1.4	Subject Area	
1.9.1.5	Grade Level	
1.9.1.6	Reinforcement	
1.9.1.7	Refinement	
1.9.2	Evaluation Components	
1.9.2.1	Component Scores	
1.9.3	Overall Effectiveness Score	
1.9.4	Master School Assignment	
1.9.4.1	LEA	



#	Description
1.9.5	License Data
1.9.6	Subject Area
1.9.7	Grade Level
1.9.8	Observer
<b>2.0</b>	<b>Educator Evaluation Record User Requirements</b>
<b>2.1</b>	<b>Educator</b>
2.1.1	An Educator must be licensed to receive an evaluation
2.1.2	Edit Ability of Educator Personal Profile
2.1.3	View Ability of Educator Evaluation Record
2.1.3.1	Current License Data
2.1.3.2	Master School Assignment
2.1.3.2.1	LEA
2.1.3.3	Grade Level
2.1.3.4	Subject Area
2.1.3.5	Observer
2.1.3.6	Overall Effectiveness Score from previous year
2.1.3.7	Individual Component Scores (as available)
2.1.3.8	Current Progress / Status
2.1.3.9	History
2.1.4	Ability to add Feedback to Current Observation(s)
2.1.5	Provide the ability to email
<b>2.2</b>	<b>Observer</b>
2.2.1	Certified Observers will be provided by the NIET Import
2.2.2	An Observer does not have to have a license
2.2.3	Provide an Observer Work Queue
2.2.3.1	Educator Name
2.2.3.2	Master School Assignment
2.2.3.2.1	District
2.2.3.3	License Data
2.2.3.4	Overall Effectiveness Score from previous year
2.2.3.5	Individual Component Scores (as available)
2.2.4	Allow the Observer to select the proper Rubric for the Educator Evaluation
2.2.5	Observation
2.2.5.1	Select Grade Level
2.2.5.2	Select Subject Area
2.2.5.3	Enter Observation Notes



#	Description
	2.2.5.3.1 Text
	2.2.5.3.2 Audio
	2.2.5.3.3 Video
	2.2.6 Provide the ability to email
	2.2.7 Provide the ability to search
<b>2.3</b>	<b>School Administrator – all user requirements are school specific, i.e. Principals and Assistant Principals cannot see other schools.</b>
	2.3.1 Principal
	2.3.1.1 Ability to select Teacher Evaluation Component(s)
	2.3.1.2 Ability to select Assistant Principal Evaluation Component(s)
	2.3.1.3 View ability of Educators located at School
	2.3.1.3.1 Educator Personal Profile
	2.3.1.3.2 Current License Data
	2.3.1.3.3 Master School Assignment
	2.3.1.3.4 Current Evaluation Progress / Status
	2.3.1.3.5 Overall Effectiveness Score from previous year
	2.3.1.3.6 Individual Component Scores (as available)
	2.3.1.3.7 History
	2.3.1.4 Provide the ability to email
	2.3.1.5 Provide the ability to search
	2.3.1.6 Provide the ability to assign Observers
	2.3.1.6 Provide the ability add Partial Year Exemption
	2.3.2 Assistant Principal
	2.3.2.1 Ability to select Teacher Evaluation Component
	2.3.2.2 View ability of Teachers currently located at School
	2.3.2.5.1 Educator Personal Profile
	2.3.2.5.2 Current License Data
	2.3.2.5.3 Master School Assignment
	2.3.2.5.3.1 District
	2.3.2.5.4 Current Evaluation Progress / Status
	2.3.2.5.5 Overall Effectiveness Score from previous year
	2.3.2.5.6 Individual Component Scores (as available)
	2.3.2.5.7 History
	2.3.2.3 Provide the ability to email
	2.3.2.4 Provide the ability to search
	2.3.2.5 Provide the ability to assign Observers



#	Description
	2.3.2.6 Provide the ability add Partial Year Exemption
<b>2.4</b>	<b>District Administrator</b>
2.4.1	Set the Educator Master School Assignment
2.4.2	Ability to select Educator Evaluation Component(s)
2.4.3	View ability of Educators currently located at District (by Master School Assignment)
2.4.3.1	Educator Personal Profile
2.4.3.2	Current License Data
2.4.3.3	Master School Assignment
2.4.3.3.1	LEA
2.4.3.4	Current Evaluation Progress / Status
2.4.3.5	Overall Effectiveness Score from previous year
2.4.3.6	Individual Component Scores (as available)
2.4.3.7	History
2.4.4	Calculation Model
2.4.4.1	Set the Calculation Model(s) for District
2.4.4.1.1	Enabling of Calculation Models creating/modified by District to be done by State Administrator
2.4.4.1.2	Initially this option will be disabled for LEA's
2.4.4.2	Evaluation Components
2.4.4.2.1	Create
2.4.4.2.2	Modify
2.4.4.3	Calculation Weights
2.4.4.3.1	Create
2.4.4.3.2	Modify
2.4.4.4	Classification
2.4.4.4.1	Create
2.4.4.4.2	Modify
2.4.5	Provide the ability to email
2.4.6	Provide the ability to search
2.4.7	Provide the ability to Assign Observers
2.4.8	Provide the ability to Assign Educators to Schools
2.4.9	Provide the ability add Partial Year Exemption
<b>2.5</b>	<b>State Administrator</b>
2.5.1	Set the Educator Master School Assignment
2.5.2	Ability to select Educator Evaluation Component(s)
2.5.3	View ability of all Educators currently located throughout the State



#	Description
2.5.3.1	Educator Personal Profile
2.5.3.2	Current License Data
2.5.3.3	Master School Assignment
2.5.3.3.1	LEA
2.4.3.4	Current Evaluation Progress / Status
2.4.3.5	Overall Effectiveness Score from previous year
2.4.3.6	Individual Component Scores (as available)
2.4.3.7	History
2.5.4	Calculation Model
2.5.4.1	Sets the Calculation Model(s) for District
2.5.4.1.1	Provide ability to Select Calculation Models for multiple districts
2.5.4.2	Evaluation Component
2.5.4.2.1	Create
2.5.4.2.2	Modify
2.5.4.2.3	Disable
2.5.4.2.4	Enable
2.5.4.3	Calculation Weights
2.5.4.3.1	Create
2.5.4.3.2	Modify
2.5.4.3.3	Disable
2.5.4.3.4	Enable
2.5.4.4	Classification
2.5.4.4.1	Create
2.5.4.4.2	Modify
2.5.4.4.3	Disable
2.5.4.4.4	Enable
2.5.5	Provide the ability to email
2.5.6	Provide the ability to search
2.5.7	Provide the ability to Assign Observers
2.5.8	Provide the ability to Assign Schools to Districts
2.5.9	Provide the ability add Partial Year Exemption
<b>3.0</b>	<b>Calculation Model Requirements – See Attachment A for more detail.</b>
	Calculation Models contain one or more weighted evaluation components by classification. System will need to be configurable to meet current and future business requirements. Current Models are below.
<b>3.1</b>	<b>Evaluation Components</b>



#	Description
	<b>Evaluation Component requirements will need to be configurable based on current and future business requirements. Current components are below:</b>
3.1.1	Rubric – See Attachment C for more detail.
	3.1.1.1 Domain
	3.1.1.1.1 Observation(s)
	3.1.1.1.1.1 Grade Level
	3.1.1.1.1.2 Subject Area
	3.1.1.1.2 Indicator(s)
	3.1.1.1.3 Reinforcement
	3.1.1.1.4 Refinement
	3.1.1.2 Average of all Indicators scored
3.1.2	Growth Measure
	3.1.2.1 SAS Test Data
	3.1.2.2 GLADis Test Data
	3.1.2.3 "Other" or Manual Entry
3.1.3	Achievement Measure
	3.1.3.1 SAS Test Data
	3.1.3.2 Manual Entry
3.1.4	LEA Specific Evaluation Components
3.1.5	Ability to upload Evaluation Component results
	3.1.5.1 Ability to apply uploaded results to Educators
3.1.6	Ability to mass select Educators to assign Evaluation Components
3.1.7	Ability to select Evaluation Components to assign to a group of Educators
	3.1.7.1 By LEA
	3.1.7.2 By School
	3.1.7.3 By License Data
	3.1.7.4 By Educator
	3.1.7.5 By Subject Area
	3.1.7.6 By Grade
3.1.8	Ability to Upload results of Evaluation Components and have scores automatically updated to Educators
3.2	<b>Classification</b>
3.3	<b>Calculation Weights</b>
4.0	<b>Scale Score Determination Requirements</b>
	<b>Scale Score is a calculation based on the Evaluation Components and the Weights assigned. By classification, in the Calculation Model. See Attachment B for more detail.</b>
5.0	<b>Overall Level of Effectiveness Score Determination Requirements</b>



#	Description
	Overall Level of Effectiveness Score is a rating (1 to 5). This rating is determined based on scale score. See Attachment B for more detail.
<b>6.0</b>	<b>File Import Requirements</b>
6.1	<b>SAS File</b>
6.1.1	Individual File
6.1.2	School Wide File
6.1.3	System (LEA) Wide File
6.2	<b>GLADIS File</b>
6.2.1	Individual File
6.3	<b>LEA Evaluation Components</b>
6.4	<b>Certified Observers</b>
<b>7.0</b>	<b>Data Conversion</b>
7.1	SQL to SQL
<b>8.0</b>	<b>Communication Requirements</b>
8.1	<b>Must provide Email</b>
8.1.1	Send
8.1.2	Confirmation of Delivery
8.1.3	Print
<b>9.0</b>	<b>System/Data Requirements</b>
9.1	<b>Store Master School Assignment</b>
9.1.1	Educator may have more than one active School Assignment
9.1.2	LEA
9.2	<b>Store Grade Level</b>
9.3	<b>Store Subject Area</b>
9.4	<b>Store Observer Information</b>
9.5	<b>Ability to store Observation Notes</b>
9.5.1	Text
9.5.2	Audio
9.5.2.1	w/ Marker(s)
9.5.3	Video
9.5.3.1	w/ Marker(s)
9.6	<b>Produce Ad-hoc Reports</b>
9.7	<b>Log all User Activities</b>
9.7.1	Creation
9.7.2	Modification
9.7.3	Disable



#	Description
9.8	<b>Link from Licensure module to Evaluation module</b>
9.9	<b>Accept electronic signatures</b>
9.10	<b>Maintain a Data History</b>
9.10.1	Educator Evaluation Record
9.10.2	Calculation Model
9.10.2.1	Evaluation Components
9.10.2.2	Calculation Weights
9.10.2.3	Classification
9.10.3	Scale Score
9.10.4	Overall Level of Effectiveness Score
9.11	<b>Maintain a Record Audit Trail</b>
9.11.1	Educator Evaluation Record
9.11.1.1	Creation
9.11.1.2	Modifications
9.11.1.3	Disable
9.11.2	Calculation Model
9.11.2.1	Creation
9.11.2.2	Modifications
9.11.2.3	Disable
9.11.3	Scale Score
9.11.4	Overall Level of Effectiveness Score
9.12	<b>Allow saving of partial Observation</b>
9.13	<b>Allow multiple options for Searching</b>
9.13.1	First Name
9.13.2	Last Name
9.13.3	School
9.13.4	LEA
9.14	<b>System must provide real time updates</b>
9.15	<b>Only one user may edit a record at a time</b>
9.15.1	Educator Personal Profile Data
9.15.2	Educator Evaluation Record

A.7. Teach Tennessee: This program provides selected qualified candidates an alternative path to licensure. The program includes mentoring, inside and outside the classroom as well as comprehensive training and support. The specific requirements and dates for implementation for this component will be determined by the State at a later date. If this component is requested by the State, the Contractor shall create a project plan that identifies the development schedule, project work tasks and deliverables. The plan will outline, by tasks and due date, each activity to



be performed and must describe all activities related to the development and implementation of the component. The plan will also include the resources to be used, the estimated number of hours, and the estimated budget to complete this component. The plan must be submitted to the State within 10 business days of the request. The State must review and approve the plan before work can begin.

- A.8. **Educator Preparation Program:** This program is responsible for ensuring all educator preparations programs in Tennessee meet curriculum standards, maintain expectations related to, clinical experiences and other metrics that adequately prepare aspiring educators to practice in the field. The specific requirements and dates for implementation for this component will be determined by the State at a later date. If this component is requested by the State, the Contractor shall create a project plan that identifies the development schedule, project work tasks and deliverables. The plan will outline, by tasks and due date, each activity to be performed and must describe all activities related to the development and implementation of the component. The plan will also include the resources to be used, the estimated number of hours, and the estimated budget to complete this component. The plan must be submitted to the State within 10 business days of the request. The State must review and approve the plan before work can begin.
- A.9. **Professional Development:** This program is responsible for providing quality professional development for school and district leaders. This office seeks to transform what it means to be an effective leader at all phases of an educator's career. This initiative includes the participation of the school districts. The specific requirements and dates for implementation for this component will be determined by the State at a later date. If this component is requested by the State, the Contractor shall create a project plan that identifies the development schedule, project work tasks and deliverables. The plan will outline, by tasks and due date, each activity to be performed and must describe all activities related to the development and implementation of the component. The plan will also include the resources to be used, the estimated number of hours, and the estimated budget to complete this component. The plan must be submitted to the State within 10 business days of the request. The State must review and approve the plan before work can begin.
- A.10. **Recruitment & Retention:** This program is responsible for supporting the recruitment of effective educators to Tennessee as well as providing services to improve recognition and retention across the state. The specific requirements and dates for implementation for this component will be determined by the State at a later date. If this component is requested by the State, the Contractor shall create a project plan that identifies the development schedule, project work tasks and deliverables. The plan will outline, by tasks and due date, each activity to be performed and must describe all activities related to the development and implementation of the component. The plan will also include the resources to be used, the estimated number of hours, and the estimated budget to complete this component. The plan must be submitted to the State within 10 business days of the request. The State must review and approve the plan before work can begin.
- A.11. Listed below are the system requirements.

#	Description
<b>IT System Administration / (Overall) System Requirements</b>	
1.0	<b>System must meet all Licensure System Administration Requirements</b>
2.0	<b>System must meet all Educator System Administration Requirements</b>
3.0	<b>System must meet all Interface requirements</b>
	<b>System must account for the inclusion, and be easily expandable, for future modules:</b>
3.1	EPP
3.2	Professional Development
3.3	Recruitment, Recognition and Retention



#	Description
3.4	Teach Tennessee

#	Description
<b>IT System Administration / (Overall) System Requirements</b>	
<b>1.0</b>	<b>IT Licensure System Administrator Function</b>
1.1	<b>System Component Configuration</b>
1.1.1	License Type
1.1.1.1	Create
1.1.1.2	Modify
1.1.1.3	Delete
1.1.2	Endorsements
1.1.2.1	Create
1.1.2.2	Modify
1.1.2.3	Delete
1.1.3	License Status
1.1.3.1	Create
1.1.3.2	Modify
1.1.3.3	Delete
1.1.4	Degree
1.1.4.1	Create
1.1.4.2	Modify
1.1.4.3	Delete
1.1.5	School
1.1.5.1	Create
1.1.5.2	Modify
1.1.5.3	Delete
1.1.6	Exam
1.1.6.1	Create
1.1.6.2	Modify
1.1.6.3	Delete
1.1.7	Exam Battery
1.1.7.1	Create
1.1.7.2	Modify
1.1.7.3	Delete
1.1.8	Checklist Items (requirements for applications)



		1.1.8.1	Create
		1.1.8.2	Modify
		1.1.8.3	Delete
	1.1.9	Specialties	
		1.1.9.1	Create
		1.1.9.2	Modify
		1.1.9.3	Delete
	1.1.10	Hold Reasons	
		1.1.10.1	Create
		1.1.10.2	Modify
		1.1.10.3	Delete
	1.1.11	Obtained By (how license or endorsement is obtained or received)	
		1.1.11.1	Create
		1.1.11.2	Modify
		1.1.11.3	Delete
	1.1.12	Communication Template	
		1.1.12.1	Create
		1.1.12.2	Modify
		1.1.12.3	Delete
	<b>1.2</b>	<b>Business Rule Configuration</b>	
	1:2.1	License	
		1.2.1.1	Application
			1.2.1.1.1 Create
			1.2.1.1.2 Modify
			1.2.1.1.3 Delete
		1.2.1.2	Renewal
			1.2.1.2.1 Create
			1.2.1.2.2 Modify
			1.2.1.2.3 Delete
		1.2.1.3	Advancement
			1.2.1.3.1 Create
			1.2.1.3.2 Modify
			1.2.1.3.3 Delete
	1.2.2	Certificate	
		1.2.1.1	Create
		1.2.1.2	Modify
		1.2.1.3	Delete



		1.2.3	National Board Certification
		1.2.3.1	Create
		1.2.3.2	Modify
		1.2.3.3	Delete
		1.2.4	Waiver
		1.2.4.1	Create
		1.2.4.2	Modify
		1.2.4.3	Delete
		1.2.5	Permit
		1.2.5.1	Create
		1.2.5.2	Modify
		1.2.5.3	Delete
		<b>1.3</b>	<b>Reporting</b>
		1.3.1	System
		1.3.1.1	Create
		1.3.1.2	Modify
		1.3.1.3	Delete
		1.3.2	Configuration
		1.3.2.1	Create
		1.3.2.2	Modify
		1.3.2.3	Delete
		<b>1.4</b>	<b>Run Queries</b>
		<b>2.0</b>	<b>Evaluation IT System Administrator Function</b>
		<b>2.1</b>	<b>System Component Configuration</b>
		2.1.1	Communication Template
		2.1.1.1	Create
		2.1.1.2	Modify
		2.1.1.3	Delete
		2.1.2	Evaluation Components
		2.1.2.1	Create
		2.1.2.2	Modify
		2.1.2.3	Delete
		2.1.3	Calculation Models
		2.1.3.1	Create
		2.1.3.2	Modify



		2.1.3.3	Delete
	2.1.4	Rubric Type	
		2.1.4.1	Create
		2.1.4.2	Modify
		2.1.4.3	Delete
	2.1.5	Rubric Domain	
		2.1.5.1	Create
		2.1.5.2	Modify
		2.1.5.3	Delete
	2.1.6	Indicators	
		2.1.6.1	Create
		2.1.6.2	Modify
		2.1.6.3	Delete
	2.1.7	Subject Areas	
		2.1.7.1	Create
		2.1.7.2	Modify
		2.1.7.3	Delete
	2.1.8	Grade Level	
		2.1.8.1	Create
		2.1.8.2	Modify
		2.1.8.3	Delete
	2.1.9	Growth Measure	
		2.1.9.1	Create
		2.1.9.2	Modify
		2.1.9.3	Delete
	2.1.10	Achievement Measure	
		2.1.10.1	Create
		2.1.10.2	Modify
		2.1.10.3	Delete
	<b>2.2</b>	<b>Business Rule Configuration</b>	
		2.2.1	Observation Forms
		2.2.1.1	Create
		2.2.1.2	Modify
		2.2.1.3	Delete
	<b>2.3</b>	<b>Reporting</b>	
		2.3.1	System
		2.3.1.1	Create



		2.3.1.2	Modify
		2.3.1.3	Delete
	2.3.2	Configuration	
		2.3.2.1	Create
		2.3.2.2	Modify
		2.3.2.3	Delete
	<b>2.4</b>	<b>Run Queries</b>	
<b>3.0</b>	<b>System Interface Requirements</b>		
	<b>3.1</b>	<b>Cisco Phone System</b>	
	<b>3.2</b>	<b>EIS (linking for Educator record in EIS)</b>	
	<b>3.3</b>	<b>EPP (Future module)</b>	
	<b>3.4</b>	<b>Recruitment, Recognition and Retention (Future module)</b>	
	<b>3.5</b>	<b>Professional Development (Future module)</b>	
	<b>3.6</b>	<b>Teach Tennessee (Future Model)</b>	

A.12. The Contractor must provide the following minimum support in their Service Level Objective (SLO) plan. If this is not maintained, payment will be deferred until objective met.

Severity	The State's situation	Expected Contractor Response	Expected State Response
<b>A</b> Submission by phone only	<p><b>Critical business impact:</b></p> <p>The State's business has significant loss or degradation of services</p> <p>Needs attention within 1 hour</p> <p>Severity A support is not available for incidents submitted over the Web. For Severity A support, please contact the Contractor using the phone.</p>	<p>First call response in 1 hour or less.</p> <p>Continuous effort all day, every day.</p>	<p>Allocation of appropriate resources to sustain continuous effort all day, every day.</p>
<b>B</b>	<p><b>Moderate business impact:</b></p> <p>The State's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner.</p> <p>Needs attention within 2 business hours.</p>	<p>Initial Response within 2 hours of case creation</p> <p>24x7 continuous effort unless the State requests to opt-out.</p>	<p>Allocation of appropriate resources to sustain continuous effort unless the State requests to opt-out of 24x7.</p>



<b>C</b>	<b>Minimum business impact:</b>	First call response in 4 hours or less.	Accurate contact information on case owner.
	The State's business is substantially functioning with minor or no impediments of services.	Effort during business hours only.	Responsive.
	Needs attention within 4 business hours.		

Business Hours are defined as 7:00 A.M. to 5:00 P.M. Central Time, Monday through Friday excluding holidays. Educator's business hours are 24 hours daily, 7 days a week.

A.13. The Contractor must provide support for Tennessee's customer base via phone throughout the year at a minimum of Monday-Friday, 7:00 AM – 5:00 PM CST, excluding agreed holidays.

A.14. Data Conversion:

- a. The current licensure database is [REDACTED] using [REDACTED] with an [REDACTED] Standard privileges are used (ie: no high level privileges have been granted to the MLO application schema.). It currently uses 2GB of SGA and is approximately 15GB in total size. The current MLO database is using a character set of WE8ISO8859P15.
- b. The current evaluation system (CODE) operates on [REDACTED] and is running in [REDACTED] compatibility level. A custom role-based security model is used with authentication managed through [REDACTED] user management. Access to data within the database is trimmed based on [REDACTED] user management. The current database size (entering school year 2013-14) is 1.08GB.
- c. The Contractor will convert the required data from the legacy systems. The State will assist the contractor in this effort by participating in a requirements validation process, design reviews, testing, and by making changes in the current databases to improve data quality, as identified by data conversion testing.
- d. The Contractor has the responsibility of identification of data problems in the current data and will produce exception reports so that problems can be addressed during the data conversion process.
- e. The Contractor must provide on-site support for the State technical staff to include existing data conversion, loading of data into database, and correcting software-related data issues Monday-Friday, 7:00 AM – 5:00 PM CST.

A.15. Correction of Deficiencies. Any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no cost to the State.

A.16. Additional Work. The State may request, at its sole discretion, additional work involving the enhancement or modification of a deliverable under the Contract Scope of Services. Remuneration for any such additional work shall be based on the applicable "contingent," payment rate(s) detailed in Section C.3.c. of this Contract. Additional work/change orders that exceed seven percent (7%) of the base amount of the Educator Management System will require a formal contract amendment.

- a. If additional work is requested by the State, the Contractor shall create a project plan that identifies the development schedule, project work tasks and deliverables. The plan will outline, by tasks and due date, each activity to be performed and must describe all activities



related to the development and implementation of the component. The plan will also include the resources to be used, the estimated number of hours, and the estimated budget to complete this component. The plan must be submitted to the State within 10 business days of the request. The State must review and approve the plan before work can begin.

- b. If the additional work/change orders exceed seven percent (7%) and a formal contract amendment is required, the rates in Section C.3.b will not be renegotiated.
- A.17. System must come packaged with all necessary software components and licensing for deployment and implementation of the Software Solution (e.g., database, software, application server licensing, etc.) including either a subscription or a license, as appropriate). Deployment of the Software Solution may be performed under either:
- a. SaaS model granting the State a subscription and where the Contractor hosts the Software Solution; or
  - b. An install-basis model, where the State is granted a license to use the on-premises software.
- A.18. The Contractor will provide a system with software that sustains a 99.9% continuous uptime on the platform provided by the State.
- A.19. The Contractor must adhere to the following deadlines:
- a. The evaluation component must be available for testing and rostering no later than April 15, 2015
  - b. The licensure component must be available for testing no later than May 30, 2015
  - c. The evaluation component must be ready to accept and properly weight/calculate evaluation entries no later than June 15, 2015
  - d. The licensure component must be ready to accept, transact, and issue license credentials no later than June 30, 2015
  - e. The licensure and evaluation system integration must be completed by August 15, 2015
- A.20. The Contractor shall provide a Project Plan to the State no later than sixty (60) days after the Contract start date. The plan shall be electronically maintained and shall detail all aspects of implementation, and adhere to specified target dates for key deliverables identified in A.20.

Mandatory inclusions in Project Plan include:

- (1) Product development timeline (specifically, exploration, initial development, testing, implementation phases, etc.);
- (2) Identification of Contractor and State responsibilities, respectively;
- (3) Schedule of meetings and key business rules for communication between Contractor and State;
- (4) Internal and External stakeholder training schedule;
- (5) Names and title of key implementation staff

The State will assist the Contractor in identifying updates to the Project Plan. After these updates have been identified, the Contractor will take ownership of the Project Plan, make the necessary updates, and submit to the State for review and approval. Upon approval, the Contractor shall assume ongoing maintenance responsibilities for the Project Plan in coordination with the State as needed.

- A.21. The Contractor must provide measures in place that ensure that all data records are transported, stored and accessed in a secure manner. All data and metadata must be encrypted both in transport and at rest. All data and metadata are the property of the State of Tennessee. The



system must be compliant with the best practices for secure application development as defined in ISO/IEC 27000 series as well as relevant State information security policies.

- A.22. The Contractor will provide for the duration of the contract, full support (primary/mainstream support) of all component products of their system by the respective manufacturers.
- A.23. The Contractor must provide a system that will run in Azure IaaS upon execution of the Contract and shall meet the technical requirements to run on the Azure platform as defined by the Azure service provider. The Contractor's system shall be migrated to the Azure PaaS prior to January 2016.

**B. CONTRACT PERIOD:**

This Contract shall be effective for the period beginning November 17, 2014, and ending on November 15, 2019. 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.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount (\$Number). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

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

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

Service Description	Amount (per compensable increment)*
Annual Maintenance & Support; A.13	\$225,000.00/ per year
License Fee; A.17	\$500,000.00
Subscription; A.17	\$0.00



Licensure Testing; A.19.b.	\$0.00 of Phase I of the Educator Management System (Actual Cost to be inserted before contract signing)
Evaluation Component Complete; A.19.c.	\$0.00 of Phase I of the Educator Management System (Actual Cost to be inserted before contract signing)
Licensure & Evaluation Integration; A.19.e.	\$0.00 of Phase I of the Educator Management System (Actual Cost to be inserted before contract signing)
Project Plan; A.20	\$0.00 of Phase I of the Educator Management System / upon submission and approval
Additional Work; A.16	\$0.00 of Phase I for the Educator Management System (Actual Cost to be inserted before contract signing)
Senior Project Manager (On-Site); A.7-A.10 and A.16	\$100.00/ per hour
Senior Project Manager (Off-Site); A.7-A.10 and A.16	\$95.00/ per hour
Project Manager (On-Site); A.7-A.10 and A.16	\$90.00/ per hour
Project Manager (Off-Site); A.7-A.10 and A.16	\$85.00/ per hour
Senior Business Analyst (On-Site); A.7-A.10 and A.16	\$105.00 per hour
Senior Business Analyst (Off-Site); A.7-A.10 and A.16	\$100.00/ per hour
Business Analyst (On-Site); A.7-A.10 and A.16	\$100.00/ per hour
Business Analyst (Off-Site); A.7-A.10 and A.16	\$95.00/ per hour
Senior Developer (On-Site); A.7-A.10 and A.16	\$135.00 per hour
Senior Developer (Off-Site); A.7-A.10 and A.16	\$125.00/ per hour
Developer (On-Site); A.7-A.10 and A.16	\$115.00/ per hour
Developer (Off-Site); A.7-A.10 and A.16	\$105.00/ per hour
Senior QA/Tester (On-Site); A.7-A.10 and A.16	\$75.00/ per hour
Senior QA/Tester (Off-Site); A.7-A.10 and A.16	\$65.00/ per hour
QA/Tester (On-Site); A.7-A.10 and A.16	\$65.00/ per hour
QA/Tester (Off-Site); A.7-A.10 and A.16	\$60.00/ per hour
Senior Technical Lead (On-Site); A.7-A.10 and A.16	\$95.00/ per hour
Senior Technical Lead (Off-Site); A.7-A.10 and A.16	\$85.00/ per hour
Technical Lead (On-Site); A.7-A.10 and A.16	\$75.00/ per hour



Technical Lead (Off-Site); A.7-A.10 and A.16	\$70.00/ per hour
Senior Systems Architect (On-Site); A.7-A.10 and A.16	\$165.00/ per hour
Senior Systems Architect (Off-Site); A.7-A.10 and A.16	\$155.00/ per hour
Systems Architect (On-Site); A.7-A.10 and A.16	\$155.00/ per hour
Systems Architect (Off-Site); A.7-A.10 and A.16	\$145.00/ per hour
Senior DBA (On-Site); A.7-A.10 and A.16	\$175.00/ per hour
Senior DBA (Off-Site); A.7-A.10 and A.16	\$165.00/ per hour r
DBA (On-Site); A.7-A.10 and A.16	\$165.00/ per hour
DBA (Off-Site); A.7-A.10 and A.16	\$155.00/ per hour
Senior Trainer (On-Site); A.7-A.10 and A.16	\$65.00/ per hour
Senior Trainer (Off-Site); A.7-A.10 and A.16	\$55.00/ per hour
Trainer (On-Site); A.7-A.10 and A.16	\$55.00/ per hour
Trainer (Off-Site); A.7-A.10 and A.16	\$50.00/ per hour

\*NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within thirty (30) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

- c. The Contractor shall be compensated for changes requested pursuant to Scope of Services Section A. 16 and without a formal amendment of this contract based upon the payment rates detailed in the C.3 table above and as agreed provided that compensation to the Contractor for such "change order" work shall not exceed seven percent (7%) of the Phase I amount for the Educator Management System. If, at any point during the Contract period, the State determines that the cost of necessary "change order" work would exceed said maximum amount, the State may amend this Contract to address the need. The Contractor shall be compensated for additional work in an amount not to exceed the amount in C.3.b. table above and any additional amount will require an amendment to this Contract.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Patti Miller, Project Manager  
 Tennessee Department of Education  
 Andrew Johnson Tower, 10<sup>th</sup> Floor  
 710 James Robertson Parkway  
 Nashville, TN 37243



(615) 253-3169

- 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/Teachers and Leaders
  - (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.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.



- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

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



- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 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 agrees 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 D, 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 Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.



- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.



- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

**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:

Laura Encalade, Executive Director of Strategy and Operations  
Division of Teachers and Leaders  
Tennessee Department of Education  
710 James Robertson Parkway  
Nashville, TN 37243  
Laura.Encalade@tn.gov  
Telephone # (615) 253-2119

The Contractor:

Marty Reed, Chief Executive Officer  
RANDA Solutions  
5000 Meridian Blvd, Suite 400  
Franklin, TN 37067  
[Marty.Reed@randasolutions.com](mailto:Marty.Reed@randasolutions.com)  
Office # (615) 467-6387  
Direct # (615) 915-5446  
FAX # (615) 613-0517

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

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise



unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. 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.
- E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- E.7. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.
- a. The Contractor shall maintain, at minimum, the following insurance coverage:
    - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.



- (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
  - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
  - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.8. 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.9. 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 pursuant to this contract unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.10. 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 project 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) 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 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.11. 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.12. 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.13. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.
- a. this Contract document with any attachments or exhibits (excluding the items listed at subsections b. through e., below);
  - b. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
  - c. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
  - d. any technical specifications provided to proposers during the procurement process to award this Contract;
  - e. the Contractor's proposal seeking this Contract.
- E.14. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.15. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- E.16. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable



business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-33150-00315 (Attachment 6.2 – Section B, Item Reference B.15) and resulting in this Contract.

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

- E.17. 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.18. 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.19. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:
- failure to perform in accordance with any term or provision of the Contract;
  - partial performance of any term or provision of the Contract;
  - any act prohibited or restricted by the Contract, or
  - violation of any warranty.

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

- a. Contractor Breach— The State shall notify Contractor in writing of a Breach.
- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
  - (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages



contained in above referenced, Attachment E and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

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

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

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

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) Contract Termination— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.



- b. **State Breach**— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor
- E.20. **Partial Takeover.** The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.21. **Unencumbered Personnel.** All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.
- E.22. **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.22., "Federal Economic Stimulus Funding."

E.23. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

E.24.a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.



E.24.b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include

- i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity
- ii. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,
  - (1) Debt;
  - (2) Assets;
  - (3) Liabilities;
  - (4) Cash flow
  - (5) Percentage of the total revenues of the company that are represented by this Contract;
  - (6) The most recent annual financial reports;
  - (7) The most recent annual financial reports filed with government agencies, if applicable.
- iii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including:
  - (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,
  - (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.
- iv. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.

E.24.c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.

E.24.d. Notwithstanding any other provisions of this Contract to the contrary, the State may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity

- i. has been debarred from State or Federal contracting in the past five years
- ii. has had a contract terminated for cause by the State of Tennessee within the past five years.



The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.24.e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.
- E24.f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.
- E.25. Tennessee Data Accessibility, Transparency and Accountability Act (the "Act"). The State and Contractor shall comply with Sections 3-9 of Chapter 905 of the Tennessee Public Acts of 2014, known as the Data Accessibility, Transparency and Accountability Act, and any other state laws and accompanying administrative rules or regulations governing the confidentiality of teacher data. Contractor agrees to maintain the confidentiality of all records containing specific teacher effect data as referenced in and made confidential by Tenn. Code Ann. §49-1-606, the personal summative and evaluation scores of teachers referenced in and made confidential by Tenn. Code Ann. §10-7-504 (a)(23) , included in any databases, to which the State has granted Contractor access, and to only use such data for the exclusive purpose of performing its duties in this Contract.
- E.26. Any instances of unauthorized disclosure of data containing personally identifiable confidential teacher information in violation of the laws cited above in section E.25 that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State as well as its employees, agents and representatives from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person or entity which may be injured or damaged as a result of Contractor's failure to comply with section E.25.

IN WITNESS WHEREOF,

R&A SOLUTIONS, INC. DBA RANDA:

R&A Solutions Inc dba RANDA by [Signature] 11/6/2014  
CONTRACTOR SIGNATURE DATE

R&A Solutions Inc dba RANDA by MARTIN P. REED, President  
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

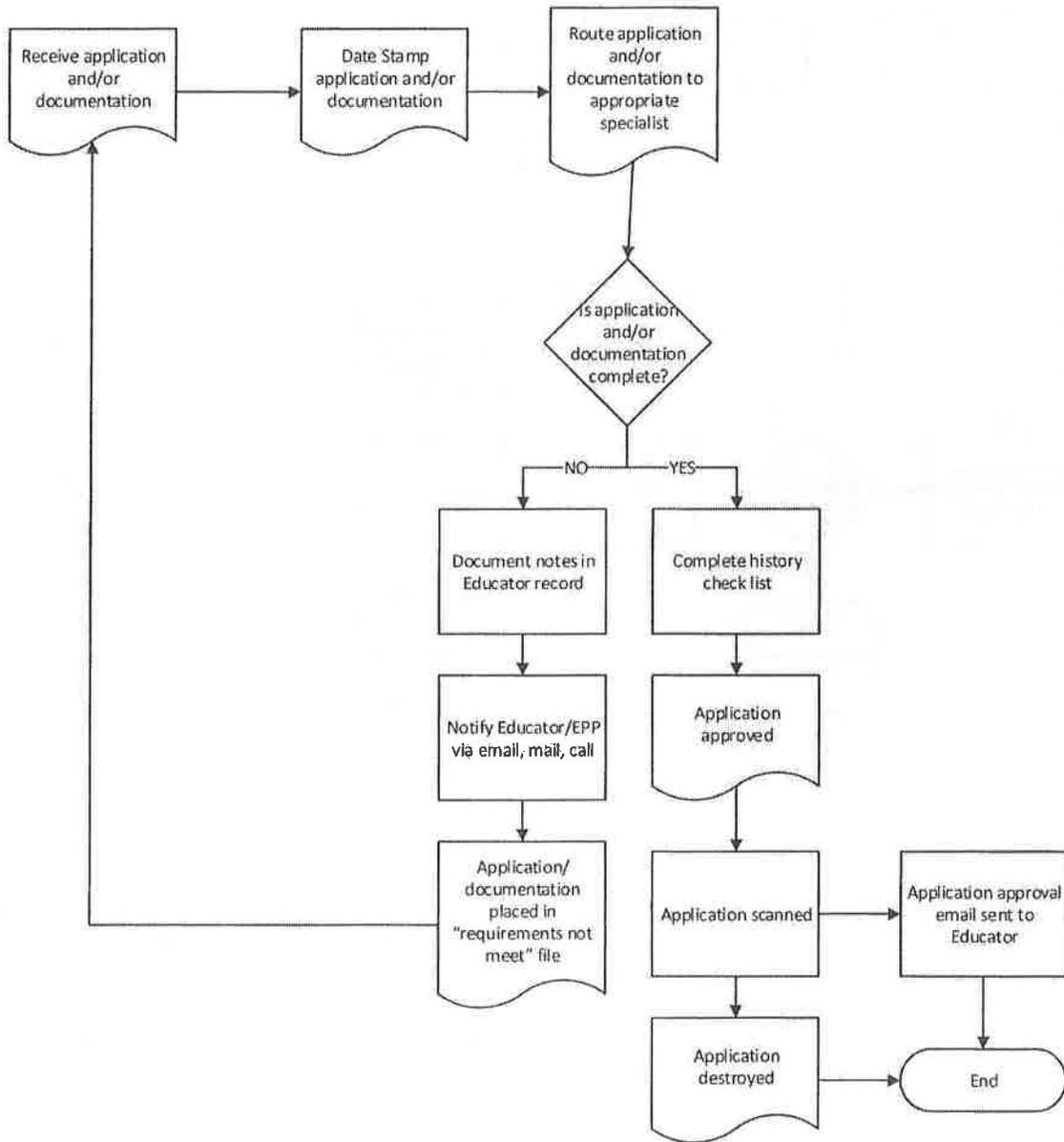
TENNESSEE DEPARTMENT OF EDUCATION:

Kevin Huffman CB 11/7/14  
KEVIN HUFFMAN, COMMISSIONER DATE



### ATTACHMENT A (page 1) CURRENT LICENSURE WORKFLOWS

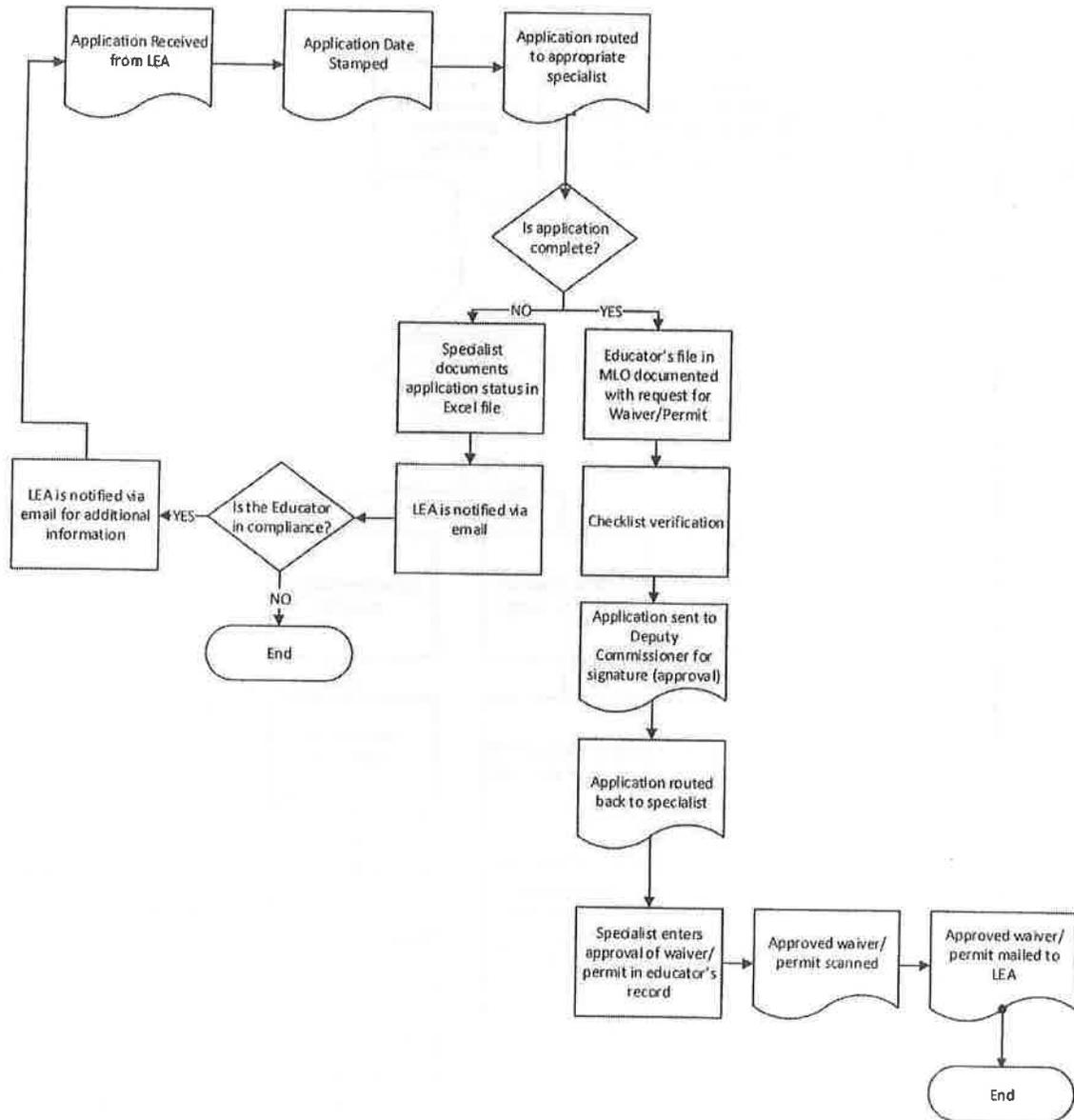
#### LICENSURE WORKFLOW





### ATTACHMENT A (page 2) CURRENT LICENSURE WORKFLOWS

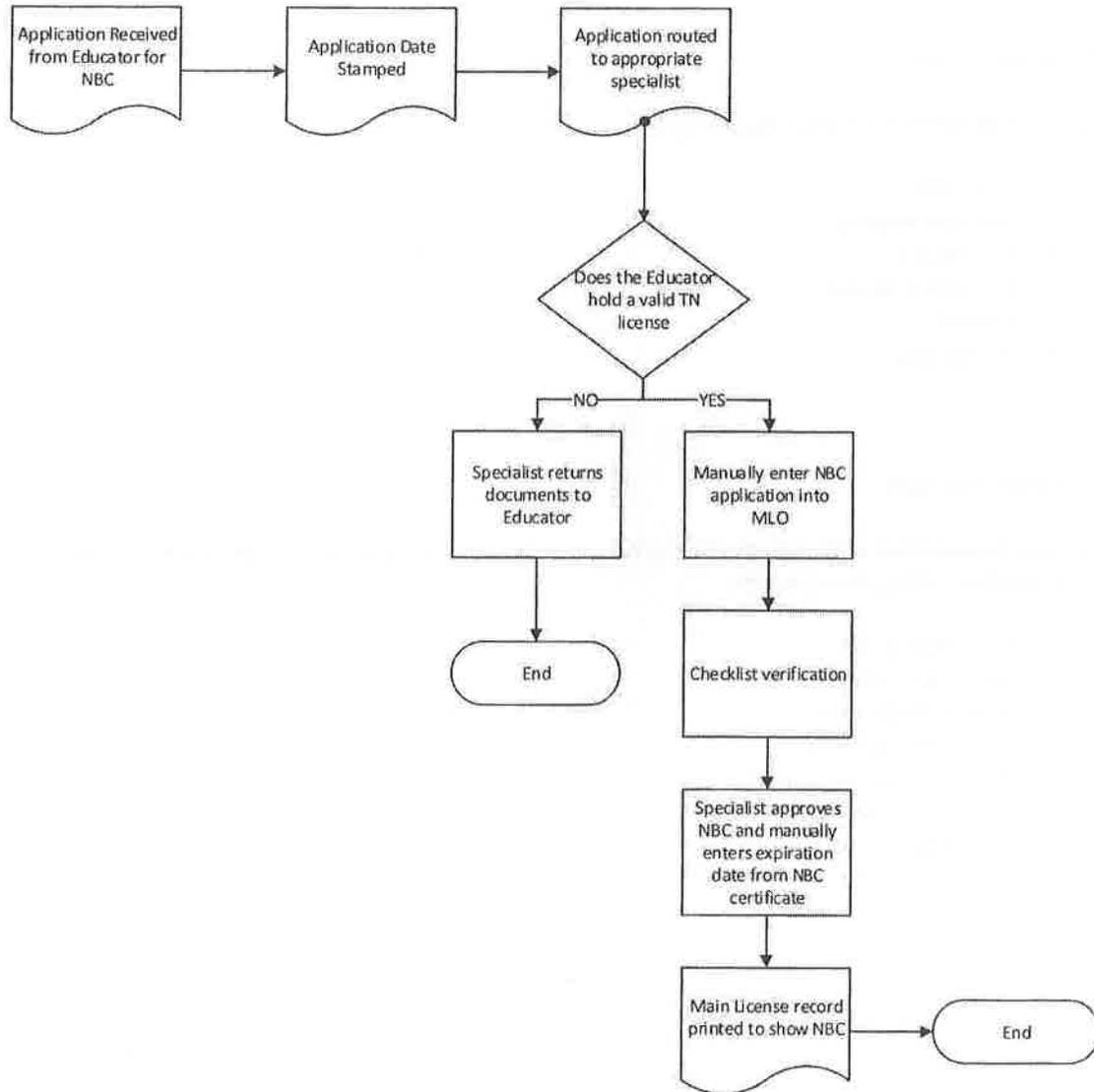
#### WAIVERS/PERMITS WORKFLOW





**ATTACHMENT A (page 3)**  
**CURRENT LICENSURE WORKFLOWS**

NATIONAL BOARD CERTIFICATION WORKFLOW





## ATTACHMENT B FILENET SCANNING

There are 2 different types of documents defined within the scanning system.

- Application – basically anything that requires that an application be completed
- Miscellaneous – all other documents associated with licensing

### Application Type

*License Document Type* is the license type.

*Application Type:*

- A – Amendment
- C – Change
- D – Advancement
- I – Initial
- R – Renewal

### Miscellaneous Type

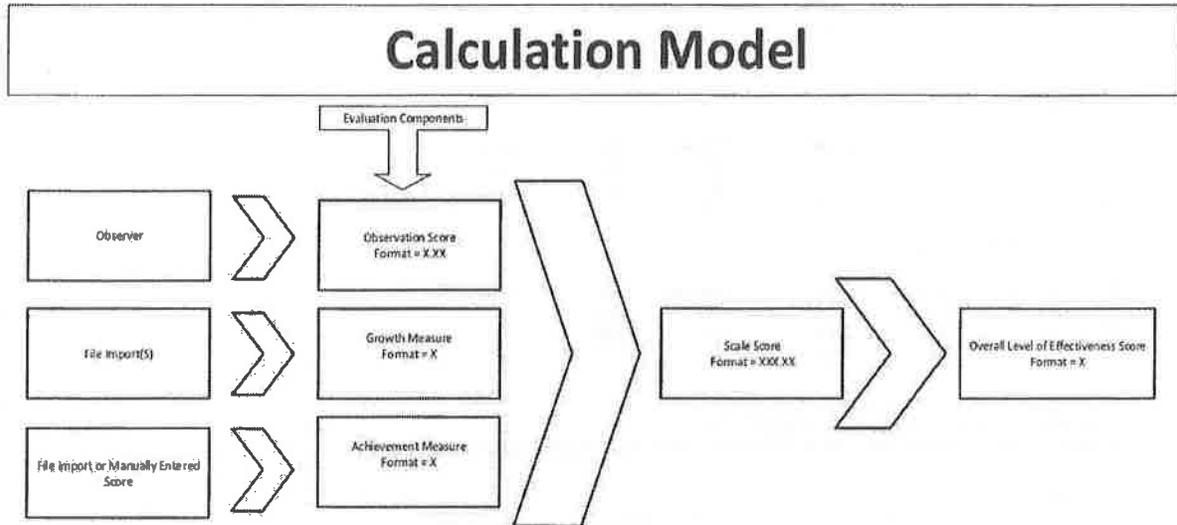
*Licensee System Type* is the school districts however, for the most part this will be not applicable except in the instance of a system request.

*License Document Type:*

- Experience Forms
- License Verification
- Loose Documents
- Miscellaneous Documents
- Revocation Documents
- System Requests



# ATTACHMENT C (page 1) EVALUATION EXAMPLES





### ATTACHMENT C (page 2) EVALUATION EXAMPLES

Calculation Models					
<b>A) State Model</b>					
Classification	Obser.	Growth	Achieve.	SS	Prof
TT	50%	35%	15%		
NTT	60%	25%	15%		
AP/P	50%	35%	15%		
<b>B) TEM, Memphis Model</b>					
Classification	Obser.	Growth	Achieve.	SS	Prof
TT	40%	35%	15%	5%	5%
NTT	48%	25%	25%	6%	6%
AP/P	50%	35%	15%		
<b>C) ASD, Achievement School District</b>					
Classification	Obser.	Growth	Achieve.	SS	Prof
TT	35%	35%	15%	15%	
NTT	42%	25%	15%	18%	
AP/P	50%	35%	15%		

Tested Teachers (TT) – will have an individual value added score.  
Non Tested Teachers (NTT) – will not have an individual score.  
Principal (P) / Assistant Principal (AP) – will always use a School Wide "type" Growth Measure. Except when there is no School Wide score available.

SS – Student Survey  
Prof - Professional

**ATTACHMENT C (page 3)  
EVALUATION EXAMPLES****Scale Score Determination****Tested Teachers Example**

			(Calculation Weights)		
Observation Score:	<u>3.25</u>	x	<u>50</u>	=	<u>162.50</u>
Growth Measure Score:	<u>4</u>	x	<u>35</u>	=	<u>140</u>
Achievement Measure Score:	<u>3</u>	x	<u>15</u>	=	<u>45</u>
<hr/>					
100%					
Sum of Scores: <u>347.5</u>					

**Overall Level of Effectiveness Score Determination****Tested Teachers Example**

Observation Score:	<u>3.25</u>	x	<u>50</u>	=	<u>162.50</u>
Growth Measure Score:	<u>4</u>	x	<u>35</u>	=	<u>140</u>
Achievement Measure Score:	<u>3</u>	x	<u>15</u>	=	<u>45</u>
<hr/>					
100%					
Sum of Scores: <u>347.5</u>					

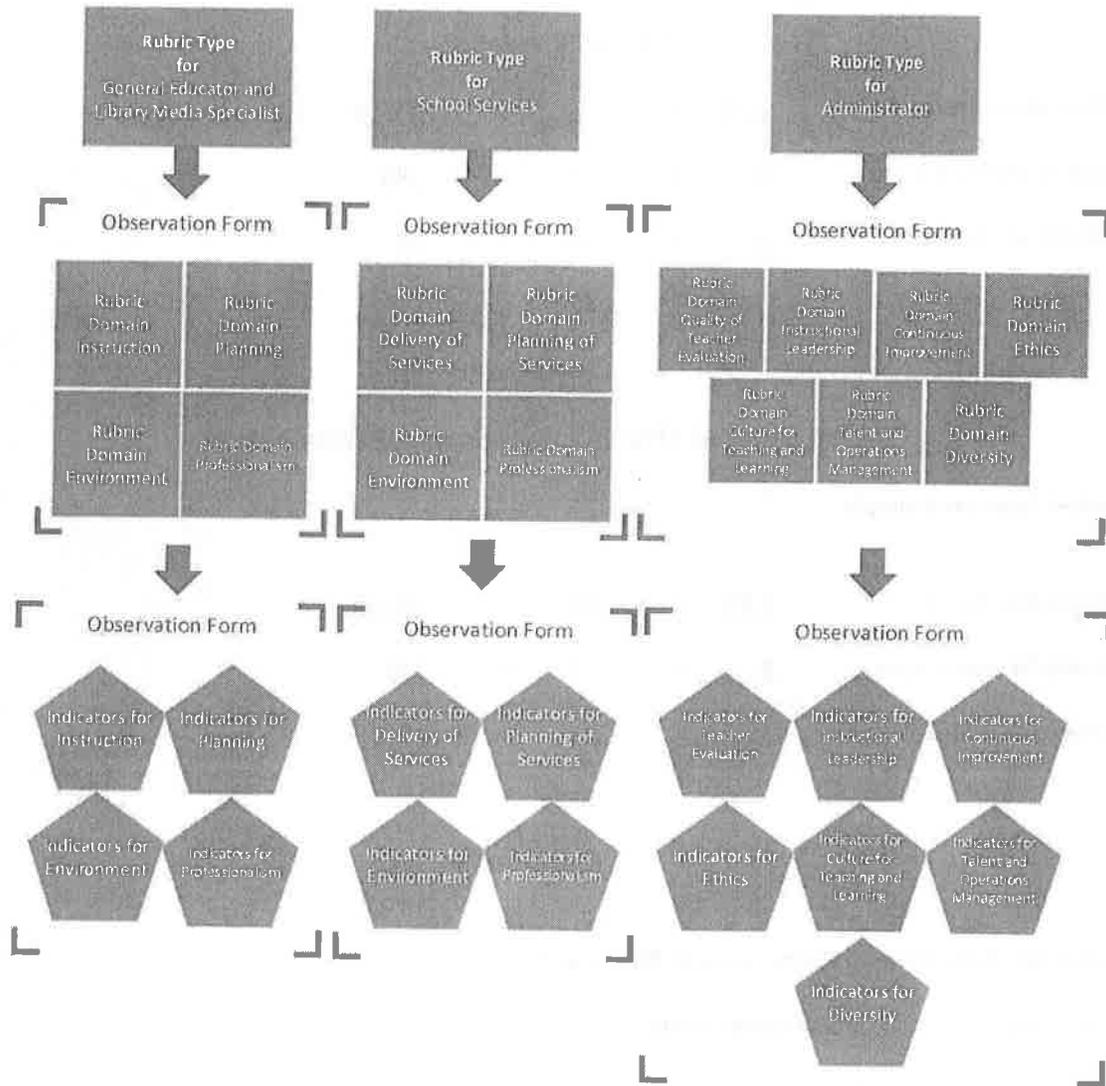
**Converting Scale Score to Overall Level of Effectiveness**

Score Range	Overall Effectiveness Rating
<200	1
200 – 274.99	2
275 – 349.99	3
350 – 424.99	4
425-450	5

The Scale Score for the Tested Teacher example is 347.5. Therefore, the Overall Effectiveness Rating is 3.



### ATTACHMENT C (page 4) EVALUATION EXAMPLES





## ATTACHMENT D

## ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	44121
CONTRACTOR LEGAL ENTITY NAME:	R&A Solutions, Inc. dba RANDA
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number or Edison Vendor ID)	0000008992

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.

*R&A Solutions Inc. dba RANDA by [Signature]*  
\_\_\_\_\_  
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.

*R & A Solutions Inc dba RANDA by MARTIN P. REED, PRESIDENT*  
\_\_\_\_\_  
PRINTED NAME AND TITLE OF SIGNATORY

*11/6/2014*  
\_\_\_\_\_  
DATE OF ATTESTATION



5-15-14 RFP

**ATTACHMENT E  
LIQUIDATED DAMAGES**

Service Description	Amount
System Outage; A.19	\$1,500.00 / per day





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

33150-00315

Edison ID

44121

Fiscal Year	Department ID	Speedchart Number	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2015	3315000000	ED00000731	114100	70803000	25000	EDRTTTSDRACTT11	84.395	\$25,000.00
2105	3315000000	ED00000731	114100	70899000	25000	EDRTTTSDRACTT11	84.395	\$700,000.00
2016	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$225,000.00
2017	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$425,625.00
2018	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$252,500.00
2019	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$252,500.00
<b>TOTAL</b>								<b>\$1,880,625.00</b>



## AMENDMENT 1 OF CONTRACT 44121

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and R&A Solutions, Inc. dba RANDA, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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.2 is deleted in its entirety and replaced with the following:

A.2. Definitions:

SYSTEM TERMS	
Term	Definition
Annual or Subscription License	A software product license that incurs a reoccurring fee (could be monthly, quarterly, annually, etc.), that includes all product updates and maintenance and support services. Under this licensing model, all license rights to usage of the software product/system end with the termination of the agreement.
Azure (Windows Azure)	Windows Azure is Microsoft's operating system for cloud computing. Azure was designed to facilitate the management of scalable Web applications over the Internet. The hosting and management environment is maintained at Microsoft data centers. Azure uses "Automated Service Management" to facilitate application upgrading without compromising performance. Automated Service Management provides features such as load balancing, caching, fault tolerance and redundancy that are included to ensure high availability. Windows Azure supports a wide variety of Microsoft and third-party standards, protocols, programming languages and platforms. Examples include XML (Extensible Markup Language), REST (representational state transfer), SOAP (Simple Object Access Protocol), Eclipse, Ruby, PHP and Python.
Cloud	<p>The "cloud" is comprised of the following essential characteristics:</p> <ul style="list-style-type: none"> <li>• <b>On-demand self-service.</b> A consumer can independently and unilaterally provision computing capabilities, such as compute time, network connectivity and storage, as needed automatically without requiring human interaction with each service's provider.</li> <li>• <b>Broad network access.</b> Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms.</li> <li>• <b>Resource pooling.</b> The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources, but may be able to specify location at a higher level of abstraction (e.g., country, state, region or datacenter). Examples of computing resources include storage, processing (computing), memory, network bandwidth, and virtual machines.</li> <li>• <b>Rapid elasticity.</b> Capabilities can be rapidly and elastically provisioned, in some cases automatically, to quickly scale out and rapidly released to quickly scale in. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be purchased in any quantity at any time.</li> </ul>



	<ul style="list-style-type: none"> <li>• <b>Measured Service.</b> Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, compute, bandwidth, active user accounts, etc.). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.</li> </ul> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
Common Education Data Standards (CEDS)	<p>A specified set of the most commonly used education data elements to support the effective exchange of data within and across states, as students transition between educational sectors and levels, and for federal reporting. This common vocabulary will enable more consistent and comparable data to be used throughout all education levels and sectors necessary to support improved student achievement.</p> <p>The standards are being developed by NCES <a href="http://nces.ed.gov">http://nces.ed.gov</a> with the assistance of a CEDS Stakeholder Group that includes representatives from states, districts, institutions of higher education, state higher education agencies, early childhood organizations, federal program offices, interoperability standards organizations, and key education associations and non-profit organizations.</p> <p>More information on CEDS can be found at <a href="http://nces.ed.gov/programs/ceds/">http://nces.ed.gov/programs/ceds/</a> .</p>
Ed-Fi Data Standard	<p>The Ed-Fi data standard consists of the Ed-Fi Unifying Data Model and a data exchange framework:</p> <ul style="list-style-type: none"> <li>• Ed-Fi Unifying Data Model – The Ed-Fi Unifying Data Model (UDM) <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Unifying-Data-Model-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Unifying-Data-Model-1.2.pdf</a> is an enterprise data model of K–12 education data. It is designed to capture the meaning and inherent structure in the most important information in the K–12 education enterprise, in order to facilitate information sharing of education data. The UDM is expressed using Unified Modeling Language (UML) class diagrams and is independent of any interchange mechanism, database storage structure or application interface. The UDM is aligned to the Common Education Data Standards.</li> <li>• Data exchange framework – The data exchange framework defines mechanisms for securely exchanging and storing data contained in the UDM, based on industry standard and vendor neutral approaches. The data exchange framework includes             <ul style="list-style-type: none"> <li>○ Ed-Fi XML Core Schema <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Core-1.2.xsd">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Core-1.2.xsd</a> .zip and Standard Interchange Schemas <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Standard-Interchange-Schema-Overview-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Standard-Interchange-Schema-Overview-1.2.pdf</a> built upon the core schema</li> <li>○ Ed-Fi Logical Database Model (LDM) <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Logical-Database-Model-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Logical-Database-Model-1.2.pdf</a> for implementing an Operational Data Store (ODS)</li> <li>○ Ed-Fi REST API Design Guidelines <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-REST-API-Design-Guidelines-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-REST-API-Design-Guidelines-1.2.pdf</a> .</li> </ul> </li> </ul>
IaaS	Cloud Infrastructure as a Service (IaaS). The capability provided to



	<p>the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud physical infrastructure but has control over operating systems, storage, deployed applications, and possibly limited control of select networking components.</p> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
Interoperability	<p>A principle of using standardized data formats and data transport protocols to promote the effective exchange and utilization of data between two or more systems or system components. Interoperability is a core design principle for Tennessee Department of Education technology development and operations.</p>
Multihoming	<p>Refers to the condition of users affiliating with more than a single platform.</p>
Multitenancy	<p>A principle in software architecture where a single instance of the software runs on a server, serving multiple client organizations (tenants). Multitenancy is contrasted with a multi-instance architecture where separate software instances (or hardware systems) are set up for different client organizations. With a multitenant architecture, a software application is designed to virtually partition its data and configuration, and each client organization works with a customized virtual application instance. A key differentiator of "multitenancy" is a single schema shared among multiple tenants.</p>
On Premises Software	<p>On Premises Software is installed and run on computers on the premises (in the building) of the person or organization using the software, rather than at a remote facility, such as at a server farm or cloud somewhere on the internet. On-premises software is sometimes referred to as "shrinkwrap" software, and off-premises software is commonly called "software as a service" or "computing in the cloud".</p>
PaaS	<p>Cloud Platform as a Service (PaaS). The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.</p> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
Perpetual License	<p>A software product license acquired with a single, non-reoccurring fee, that grants continued customer usage of a particular software product/system without any limitation of time as long as the customer complies with all the relevant terms of the license agreement. Under this model maintenance and support activities are typically separate items with non-perpetual terms.</p>
SaaS	<p>Cloud Software as a Service (SaaS). The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of provider-defined user-specific application configuration settings.</p>



	Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.
<b>EDUCATION TERMS</b>	
(HQ) Highly Qualified	A teacher who has met federal guidelines related to the highly qualified provision under ESEA including: (1) Holding a BA/BS (2) Demonstrating content knowledge (3) Meeting licensure requirements.
Administrator	General term used to refer to 1) school based administrators (principals, assistant principals) 2) LEA administrators (LEA staff)
Advancement	Progression from an initial to a professional level of the educator license.
Assistant Principal	Refers to any administrators that generally report to the lead administrator (principal)
CAEP	Council for the Accreditation of Educator Preparation
Candidate	A person enrolled in an educator preparation program
Certificate	A special certification issued by the Office of Educator Licensing and is not a teacher license
CEO	Refers to superintendent/director of schools. Required to earn CEO credits each year.
District Experience	Approved experience by a specific district for salary purposes
Education Testing Service (ETS)	Manages and administers PRAXIS examinations
Educator	The word educator is used to describe a group of individuals that need a license to work in the state of Tennessee. This group is comprised of teachers, assistant principals, principals, superintendents, school administrators, and supervisors.
Educator Personal Profile	The general demographic data for an educator; such as, name, address, phone numbers, emails, text preferences, race, ethnicity, date of birth and social security number (SSN).
EIS	Education Information System – pre-K thru 12 State data collection system
EPP	Educator Preparation Program
ESEA	Elementary and Secondary Education Act
External User	Currently an external user is identified as a member of the public who searches for an Educator.
Hold	Disciplinary action on an educator record that prohibits any further action being taken on the license record.
Initial	The first issuance of a license.
Internal User	Currently an internal user is any user aside from the public.
IS	Information Services
LEA	Local Education Agency a.k.a School Districts
License Calendar	Validity period of the license type
PDC's	Professional development credits or hours
PLP	Professional learning plan. Must be completed by administrator to complete TASL academy to advance license.
Tennessee Academy for School Leaders (TASL)	Tennessee Academy for School Leaders (TASL) provides high-quality professional learning opportunities for principals, assistant principals, and instructional supervisors that are aligned with the Tennessee Instructional Leadership Standards (TILS). These educators are required to complete an academy to advance their license as well as earning 28 hours of professional learning credit every two years.
<b>LICENSE TERMS</b>	
Licensing Specialist	State employee that processes and approves educator licenses for the TDOE.
NASDTEC	The National Association of State Directors of Teacher Education and Certification; national file received to update disciplinary action



National Board Certification	National Board Certified Teachers are highly accomplished educators who meet high and rigorous standards. National Board certified teachers have met these rigorous standards through intensive study, expert evaluation, self-assessment and peer review. National Board for Professional Teaching Standards offers 25 certificates that cover a variety of subject areas and student developmental levels.
OEL	Office of Educator Licensing
OEL Educator Record	The general data that describes the educational background, licenses, endorsements, specialties, PRAXIS exams, experience and electronic documents relevant to an Educator's record.
OEL Licensing Manager	Oversees the Office of Educator Licensing and all staff.
OEL Power User	An Office of Educator Licensing specialist who is charged with handling license status changes and disciplinary action on educator records in addition to normal office duties.
Pending (Work Queue)	User ability to place work in a pending status, i.e. pend till a specific document or when required documentation is provided.
Permit	An approval to teach but not a teacher license. A Permit application is submitted by the superintendent/director of schools stating an intent to employ an individual to fill a teaching vacancy when a licensed educator cannot be located.
PIRS	Personal Information Resource System which produces LEA reported experience on a yearly basis
PPMO	Project Portfolio Management Office, Division of Information Services
PRAXIS	The Praxis Series; required assessments taken by teacher candidates as part of the certification process.
Principal	Refers to the lead administrator of a school
Professional Learning Credits	Points that must be earned by educators for the purpose of advancing or renewing a license. Credits may be earned in a variety of ways, including completing coursework, participating in seminars or conferences or achieving overall evaluation ratings of meeting expectations or higher.
Renewal	The repeated issuance of a license previously issued.
RTTT	Race to the Top; funding source for many TDOE system projects
SAS	Statistical Analysis System
Specialty	Amendment to a license.
State Experience	Experienced earned for working in a certified position in a Tennessee LEA or at the state level
Superintendent	Person in charge of the LEA, also known as Directors of Schools
TDOE	Tennessee Department of Education
Teach Tennessee	Accelerated teacher licensure program developed by TDOE
Teacher	Person in the classroom, leading instruction
Waiver	Exceptions to teach in Tennessee. An employment standard waiver can be issued by the TDOE if a teacher holding an Apprentice, Transitional or Professional License is scheduled to teach more than one course or more than two sections of one course outside the area of endorsement.
Work Queue	A work area per functional group that allows for work to be passed from one functional area to the other. i.e. Educator to EPP for Education Verification
<b>EVALUATION TERMS</b>	
Achievement Measure	This is a list of measures that is approved by the State Board of Education.
Achievement Scores	The appropriate score associated with the achievement measure.
Calculation Model	Evaluation Components and weights for a specific classification used to calculate a scale score.
Calculation weights	Individual weights assigned to an evaluation component.



Classification	A grouping of evaluation components for a specific school population.
Evaluation Components	Individual components used to build a calculation model.
Evaluation Record	The general data that captures the educator's evaluation experience; such as, school assignment(s), LEA assignment(s), grade level(s), subject level(s), rubric, license type and previous year effectiveness level.
GLADiS	A portfolio management system that allows non-tested subject areas to utilize the same framework as tested teachers in providing an assessment for evaluation.
Growth Measures	For tested teachers, the growth measure used in the evaluation is TVAAS, a statistical method that compares each student's actual growth to their projected growth. For teachers without individual TVAAS data for their grades and subjects, the growth measures will be school-wide TVAAS or other comparable measure
Master School Assignment	For teachers that teach in more than one school, this designation will be assigned by the LEA. This school will be who enters the choice of growth measure and achievement measure.
NIET	National Institute for Excellence in Teaching
Non-Tested Teacher	A teacher that does not have an individual growth score
Observation Form	The form that evaluators use to score rubric domains. The observation form should include all indicators for all associated domains.
Observation Score	The average of all indicators scored
Overall Level of Effectiveness Score	This is a 1 - 5 score calculated from the scale score.
Partial Year Exemption	Assigned to any Educator that does not have complete Evaluation data.
Refinement	Identification of where there is room for improvement in the classroom.
Reinforcement	Identification of what is working well in the classroom
Rubric	A defined set of standards for an educator type
Rubric Domain	A defined set of indicators
Scale Score	A score calculated from; observation score, achievement measure and growth measure.
Tested Teacher	A teacher that has an individual growth score
TVAAS	Tennessee Value-Added Assessment System - A statistical analysis of achievement data that reveals academic growth over time for students and groups of students such as those in a grade level or in a school.

2. The following is added as Contract section A.24.

A.24. Listed below are the professional development requirements to fulfill requirements of Tennessee Academy for School Leaders:

Feature Area	Estimated Delivery	Requirements
1. TASL event management	4 weeks from start date	1.1. Administrative tool that allows TDOE State users to manage all TASL events (add/edit/delete): <ul style="list-style-type: none"> <li>1.1.1. Event title</li> <li>1.1.2. Event type and designation of the event as TASL, TASL and CEO, or CEO only</li> <li>1.1.3. Availability window of events by start and end dates</li> <li>1.1.4. PDC values for each event</li> <li>1.1.5. Creation of TASL cohort with name and number</li> <li>1.1.6. Designation of Academy Event (awarded from</li> </ul>



		<p>cohort import only)</p> <p>1.1.7. Batch import of TASL events from Excel spreadsheet</p>
2. Educator TASL attendance	8 weeks from start date	<p>2.1. Create interface for educators to submit TASL event attendance and exemption requests:</p> <p>2.1.1. The list of available events are driven from the TASL Event Management tool.</p> <p>2.1.2. Educators must attach and upload documentation to certify attendance.</p> <p>2.1.3. On Submission, educator must sign with electronic PIN. After completing submission, the request appears in the</p> <p>2.1.4. PDC and CEO work queue for approval or denial.</p> <p>2.1.5. Educator may request TASL exemption from district and use PIN to complete request (show TCA language).</p> <p>2.1.6. Director of Schools may submit TASL attendance with documentation to earn CEOs.</p>
3. PDC, CEO, and exemption approval	12 weeks from start date	<p>3.1. Create workflow for approval and denial of PDCs, CEOs, and TASL exemptions:</p> <p>3.1.1. TASL configurator has access to view the work queue with PDCs only for their district and review attached certifying documentation.</p> <p>3.1.2. TASL director has access to view the work queue with PDCs and CEOs for all districts.</p> <p>3.1.3. Approvals and denials can be applied to individual events or multiple events.</p> <p>3.1.4. On approval, the TASL configurator and/or TASL director must sign with an electronic PIN.</p> <p>3.1.5. After approval, PDCs/CEOs are awarded to the administrator and the academic year/cycle is identified.</p> <p>3.1.6. TASL exemption requests submitted by TASL configurators may be viewed and approved or denied by authorized TDOE staff.</p> <p>3.1.7. Director of Schools has same access level as TASL configurator</p>
4. TASL configurator	12 weeks from start date	<p>4.1. Provide ability for state and district administrators to designate a TASL Configurator assignment.</p> <p>4.1.1. TASL configurator role is permission driven and allows:</p> <p>4.1.1.1. Designate TASL mandated positions and educators</p> <p>4.1.1.2. Approve applications for PDCs</p> <p>4.1.1.3. Run reports</p> <p>4.1.1.4. Approve or deny exemption requests with reason</p> <p>4.1.1.5. These may overlap with existing users who have the District Configurator role</p> <p>4.1.1.6. Director of Schools has all available functionality</p>
5. TASL mandate/exemption by configurator	8 weeks from start date	<p>5.1. Management of staff for TASL mandate/exempt status:</p> <p>5.1.1. TASL configurator may select educator(s) to designate as TASL mandated for their District.</p> <p>5.1.2. TASL configurator may select educator(s) to create a request for TASL exemption.</p> <p>5.1.3. Electronic PIN entry is required to submit a TASL exemption request</p>



		5.1.4. Educator may submit request to be TASL exempt to TASL configurator.
6. Reporting	16 weeks from start date	6.1. Selection of cycle start/end dates. 6.2. Graph and Charting with filtering options. 6.3. Report all TASL mandated positions and educators with summation of awarded PDCs and/or CEOs for each cycle. 6.4. Report all TASL exempt educators with exemption status. 6.5. +2 reports defined by the department.
7. CEO display for Director of Schools	12 weeks from start date	7.1. Display CEOs awarded by academic year on the director of schools profile page ( <i>new TNCompass page</i> ). 7.2. Have option to view pending/denied CEOs by TASL cycle on the director of schools profile page.
8. Educator licensure profile	8 weeks from start date	8.1. Updates to TNCompass license profile page and transaction system: 8.1.1. Display PDCs requested and awarded by academic year on educator profile. 8.1.2. Have option to view pending/denied PDCs. 8.1.3. Display the awarded PDCs in the TNCompass licensure transaction wizard.
9. TASL Academy Cohort Import	12 weeks from start date	9.1. Allow State Administrators to import the TASL Academy cohort from Excel and auto-assign PDCs and/or CEOs to attendees.
10. Electronic PLP form		10.1. Web-based Individual Professional Learning Plan 10.1.1. Business logic for the appropriate scenarios to show this option 10.1.2. Creation of electronic individual professional learning plan for each TASL cycle (1-year). Web-based approach using fields provided in paper form. 10.1.3. Educator will complete form and sign with an electronic PIN.
11. Automation and Notifications	as related features are delivered	11.1. Automation: 11.1.1. Default all <b>principals</b> and <b>assistant principal</b> roles as mandated for TASL. 11.2. Notifications: 11.2.1. To educator when TASL PDCs are approved. 11.2.2. To educator when TASL exemption is approved.
12. User guide updates	as related features are delivered	

3. The following is added as Contract section A.25.

A.25. Technical Requirements. This section defines the technical requirements of the State for the Software as a Service (SaaS) product offering described in A.2 thru A.24.

a. Fault Tolerance

- i. The Contractor shall deliver an end to end solution, inclusive of State software if applicable, server and architectural components that are fault tolerant and thoroughly tested at a scale commensurate with anticipated usage and volume under this Contract.
- ii. The solution shall recover without end-user intervention from the following circumstances without a material degradation of the user experience:
  1. Brief loss of connectivity between the user and the Contractor's data center servers.



2. Brief device non-responsiveness due to CPU bind, operating system activity or other local resource contention.
      3. Any message trapped and thrown by the Contractor's application software.
      4. Any event that occurs server-side in the Contractor's infrastructure related to load, concurrency, normal transients, or scheduled and unscheduled processes initiated by the Contractor.
    - iii. The online solution shall be able to recover user state (status of user activity inside the application) for critical workflows within 24 hours with or without end-user intervention under the following circumstances:
      1. Client device becomes permanently non-responsive for any reason.
      2. Malfunction or failure of client device, including; battery depletion or loss of power on client device.
      3. Log out or user error on client device.
      4. Permanent loss of local area network, wide area network or internet connectivity between client device and the Contractor's data center.
      5. Infrastructure failure at client location.
      6. Application, browser or operating system "crash" or unexpected restart on local device.
      7. Unexpected failure or unavailability of a required resource at the Contractor's data center.
  - b. Tenancy and Dedicated Resources
    - i. The Contractor shall configure tenancy for the State in its data center and on its server infrastructure in such a manner that the actions of other customers of the Contractor, tenants of the data center, or data center service providers cannot impact the performance of the solution provided to the State.
    - ii. Such considerations shall include but are not limited to;
      1. Attacks on other customers / tenants such as DoS attacks.
      2. Excessive bandwidth utilization.
      3. Excessive resource utilization.
      4. Excessive power or cooling utilization.
      5. Excessive LAN and internal switching utilization.
      6. Planned maintenance, shutdowns, restarts or reconfiguration.
      7. Poorly tested software, equipment, connectivity or infrastructure configuration.
      8. Inappropriate filtering, firewall or other edge device rules.
  - c. Data Persistence
    - i. The Contractor shall develop database and data persistence strategies that are consistent with the scalability, performance, security and redundancy profile of an enterprise grade solution.
    - ii. All data shall be stored, retained and exposed in a manner that is consistent with the requirements of FERPA, and other federal and state laws and policies as referenced in this Contract.
    - iii. All data captured, manipulated, processed or transformed under this Contract remains the exclusive property of the State and may not be viewed, modified or disclosed to any party without the written approval of the State except for reasonable dealings as needed to execute on the deliverables of this Contract as outlined in Section E of this contract.
  - d. Data Transmission
    - i. The Contractor agrees to work with the State to ensure bi-directional electronic data flows as needed to ensure that business application functionalities between the State and Contractor are efficient, secure and robust.
    - ii. Working with the State is defined as;
      1. Reaching agreement on the schema of data structures for each data flow required.
      2. Reaching agreement on the protocol and format for the transmission of data in the most compatible way for all data consumers.
      3. Reaching agreement on the methodology and process for the efficient transmission of data.
      4. Reaching agreement on the security and authentication model for the most secure and trustworthy transmission of data.
  - e. District Infrastructure





- i. The Contractor shall implement an online solution that is inherently secure and closely aligned with the rigorous data privacy standards of state and federal requirements, including FERPA.
  - ii. Security requirements shall include, but are not limited to:
    1. Encryption at rest for any data that includes personally identifiable information (PII) or FERPA protected information.
    2. Encryption in motion, including use of a secure sockets layer (SSL) encryption protocol between client devices and the testing servers.
    3. The establishment of a cyber-incident response and notification plan.
    4. Verifying data center vendor certifications, including alignment with; ISO27001, SOC2 Type 2 and FEDRAMP certifications.
    5. Access logging and intruder detection processes.
    6. Threat modelling and vulnerability assessments, including; malicious exploits, such as; Man in the Middle and SQL Injection risk assessments.
    7. Data disposition process.
    8. Employee and contractor vetting, and access control processes.
    9. User authentication processes.
    10. Role management and user authorization processes.
    11. Regular Third Party Penetration testing.
    12. All service housing personally identifiable Tennessee student information must reside in a data center located inside the United States.
    13. At the termination of this Contract, all Tennessee data must be sanitized in accordance with the National Institute of Standards & Technology (NIST) Special Publication 800-88, Guidelines for Media Sanitization.
- j. Capacity Planning
- i. The Contractor shall conduct capacity planning prior to commencement of service or service uplift to model demand and predict utilization across all components of the solution so that any potential deficiencies, resource constraints or capacity shortfalls can be identified and addressed prior to the commencement of the phase.
  - ii. Capacity planning shall include, but is not limited to;
    1. Broadband capacity into the Contractor's data center takes into account the performance of peerage between the Contractors' broadband vendor and carriers in use in Tennessee school districts.
    2. Filtering and edge device capacity in the Contactor's data center.
    3. Local area networking capacity within the Contractor's data center.
    4. Front end web server capacity.
    5. Caching and CDN capacity.
    6. Middle tier server capacity including asynchronous and batch processing processes.
    7. Data access tiers and data throughput capacity.
    8. Database storage capacity.
    9. Data backup capacity.
- k. Monitoring and Diagnostics
- i. The Contractor shall implement proactive exception alerting, real time monitoring and diagnostic capabilities for all components of the online solution.
  - ii. Monitoring and diagnostics shall include, but is not limited to:
    1. Logging of user access events.
    2. Logging of key user interaction events to support an audit trail if needed.
    3. Detailed logging of application errors and anomalies with stack and trace data to support diagnostics in the event of problems.
    4. Logging of all system and server-side errors and anomalies.
    5. Real time "health" monitoring of all key servers and compute resources.
    6. Proactive exception monitoring of all key servers and compute resources based on thresholds and key performance indicators with escalating exception notifications.
    7. Implementation of inline performance counters and other common diagnostic "hooks" in key application source code.
- l. Software Development Lifecycle



- i. The Contractor shall implement a methodical and structured software development lifecycle (SDLC) to minimize operational errors, improve transparency, drive inclusive decision making and ensure optimal quality assurance.
- ii. Development of an appropriate SDLC includes, but is not limited to:
  1. An appropriate environment strategy for all software development to clearly delineate software that is in production versus that which is under development.
  2. A rigorous change management policy to ensure the sanctity of the production environment and to minimize operational errors at critical times.
  3. Inclusive (Contractor and State) sign off and approval on all activities potentially impacting student experiences, including; infrastructure upgrades, rolling new code, functional enhancements or changes to existing systems.
  4. Robust quality assurance processes, including; code check-in rigor, usability testing, functional testing, scale and performance testing, code coverage testing and user acceptance testing by the State.
  5. Comprehensive bug lifecycle management.
- m. Penetration Testing
  - i. The Contractor agrees to submit to penetration testing conducted by a third party at the cost of the State for all end points associated with the online solution.
  - ii. Penetration testing will be conducted against all public endpoints associated with the website providing the service.
- n. Accessibility
  - i. The Contractor shall implement accessibility features for all student facing user interfaces that are intuitive to use, functionally robust and support at a minimum the accessibility requirements outlined in A.2. through A.24.

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 one million eight hundred eighty thousand six hundred twenty five and no cents (\$1,880,625.00). 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. is deleted in its entirety and replaced with the following:

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

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)*
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Annual Maintenance & Support; A.13	\$252,500.00 (\$225,000 for Educator Evaluation/Licensure, up to \$27,500 per year for PD/TASL component tracking which will be prorated in FY17 based on actual support provided.
License Fee; A.17	\$ 500,000.00
Subscription; A.17	\$ 0.00
Licensure Testing; A.19.b.	\$0.00 of Phase I of the Educator Management System (Actual Cost to be inserted before contract signing)
Evaluation Component Complete; A.19.c.	\$0.00 of Phase I of the Educator Management System(Actual Cost to be inserted before contract signing)
Licensure & Evaluation Integration; A.19.e.	\$0.00 of Phase I of the Educator Management System (Actual Cost to be inserted before contract signing)
Project Plan; A.20	\$0.00 of Phase I of the Educator Management System / upon submission and approval
Additional Work; A.16	\$0.00 of Phase I for the Educator Management System (Actual Cost to be inserted before contract signing)
Senior Project Manager (On-Site); A.7-A.10 and A.16	\$100.00/ per hour
Senior Project Manager (Off-Site); A.7-A.10 and A.16	\$95.00/ per hour
Project Manager (On-Site); A.7-A.10 and A.16	\$90.00/ per hour
Project Manager (Off-Site); A.7-A.10 and A.16	\$85.00/ per hour
Senior Business Analyst (On-Site); A.7-A.10 and A.16	\$105.00/ per hour
Senior Business Analyst (Off-Site); A.7-A.10 and A.16	\$100.00/ per hour
Business Analyst (On-Site); A.7-A.10 and A.16	\$100.00/ per hour
Business Analyst (Off-Site); A.7-A.10 and A.16	\$95.00/ per hour
Senior Developer (On-Site); A.7-A.10 and A.16	\$135.00/ per hour
Senior Developer (Off-Site); A.7-A.10 and A.16	\$125.00/ per hour
Developer (On-Site); A.7-A.10 and A.16	\$115.00/ per hour
Developer (Off-Site); A.7-A.10 and A.16	\$105.00/ per hour
Senior QA/Tester (On-Site); A.7-A.10 and A.16	\$75.00/ per hour
Senior QA/Tester (Off-Site); A.7-A.10 and A.16	\$65.00/ per hour



QA/Tester (On-Site); A.7-A.10 and A.16	\$65.00/ per hour
QA/Tester (Off-Site); A.7-A.10 and A.16	\$60.00/ per hour
Senior Technical Lead (On-Site); A.7-A.10 and A.16	\$95.00/ per hour
Senior Technical Lead (Off-Site); A.7-A.10 and A.16	\$85.00/ per hour
Technical Lead (On-Site); A.7-A.10 and A.16	\$75.00/ per hour
Technical Lead (Off-Site); A.7-A.10 and A.16	\$70.00/ per hour
Senior Systems Architect (On-Site); A.7-A.10 and A.16	\$165.00/ per hour
Senior Systems Architect (Off-Site); A.7-A.10 and A.16	\$155.00/ per hour
Systems Architect (On-Site); A.7-A.10 and A.16	\$155.00/ per hour
Systems Architect (Off-Site); A.7-A.10 and A.16	\$145.00/ per hour
Senior DBA (On-Site); A.7-A.10 and A.16	\$175.00/ per hour
Senior DBA (Off-Site); A.7-A.10 and A. 16	\$165.00 /per hour
DBA (On-Site); A.7-A.10 and A. 16	\$165.00/ per hour
DBA (Off-Site); A.7-A.10 and A. 16	\$155.00/ per hour
Senior Trainer (On-Site); A.7-A.10 and A. 16	\$65.00/ per hour
Senior Trainer (Off-Site); A.7-A.10 and A. 16	\$55.00/ per hour
Trainer (On-Site); A.7-A.10 and A. 16	\$55.00/ per hour
Trainer (Off-Site); A.7-A.10 and A. 16	\$50.00/per hour
Development of Professional Development Component; A.24	\$180,000.00 as broken down in development table in Attachment F.

\*NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within thirty (30) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

- c. The Contractor shall be compensated for changes requested pursuant to Scope of Services Section A. 16 and without a formal amendment of this contract based upon the payment rates detailed in the C.3 table above and as agreed provided that compensation to the Contractor for such "change order" work shall not exceed seven percent (7%) of the Phase I amount for the Educator Management System. If, at any point during the Contract period, the State determines that the cost of necessary "change order" work would exceed said maximum amount, the State may amend this Contract to address the need. The Contractor shall be compensated for additional work in an amount not to exceed the amount in C.3.b. table above and any additional amount will require an amendment to this Contract.



6. Contract section C5. 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:

Grace Jones  
Tennessee Department of Education  
Andrew Johnson Tower, 12<sup>th</sup> Floor  
710 James Robertson Parkway  
Nashville, TN 37243  
(615) 253-3169

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/Teachers and Leaders
- (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.

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:

Rene Diamond, Executive Director of Educator Effectiveness  
Tennessee Department of Education  
710 James Robertson Parkway  
Nashville, TN 37243  
Rene.Diamond@tn.gov  
Telephone # (615) 571-1868  
FAX # (615) 532-8312

The Contractor:

Marty Reed, Chief Executive Officer  
RANDA Solutions  
5000 Meridian Blvd., Suite 400  
Franklin, TN 37067  
Marty.Reed@randasolutions.com  
Phone: (615) 467-6387  
Direct #: (615) 915-5446  
Fax: (615) 613-0517

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

8. Contract Attachment F attached hereto is added as a new attachment.

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 November 7, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

R&A SOLUTIONS, INC. DBA RANDA:

R+A Solutions, Inc. d/b/a RANDA by [Signature] CEO 10/10/16  
SIGNATURE DATE

R + A Solutions, Inc. d/b/a RANDA by MARTIN P. REED, CEO  
PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION

Candice McQueen [Signature] 10/11/16  
DR. CANDICE MCQUEEN, COMMISSIONER DATE



## ATTACHMENT F PROJECT PLAN FOR TASL COMPONENT ADDITION TO TNCOMPASS

### TNCompass TASL Amendment (2016-07-21)

RANDA Solutions proposes the following contact amendment in order to provide services for new business requirements for the TNCompass application software. The software enhancements include continued service from the current RANDA project manager, business analyst, development, and quality assurance staff.

RANDA adheres to the principles and processes of agile software development and project management. As such, when improvements and new releases are introduced, all users seamlessly receive the updated versions (pending department approval if major user interface changes are involved). The guiding principles of our agile software development and project management processes are:

- Deliver and measure user satisfaction by rapidly delivering useful software,
- Embrace changes in requirements during any stage of development,
- Deliver working software in an iterative bi-weekly schedule,
- Define progress measures based on working software milestones,
- Encourage and enable direct connections and collaboration between business and technical team members,
- Communicate early and often with all stakeholders,
- Trust subject matter experts and technical experts, and
- Reiterate the design cycle to identify mistakes before they are implemented.

#### **Tennessee Academy for School Leaders**

The objective of the project is to include business rules in TNCompass to support and track professional learning for principals, assistant principals, and instructional supervisors mandated in the Tennessee Academy for School Leaders (TASL). The Tennessee Department of Education will be enabled to maintain a list of approved professional learning events and import TASL Academy events for cohorts. School leaders and directors of schools will be able to submit attendance or exemption requests to a work queue for approval by a district TASL configurator or state level TASL director. Professional development credits (PDCs) and CEO credits awarded or denied will be visible on the educator profile and may be used to advance or renew an instructional leader license. Report options are provided for transparency to TASL compliance for all school leaders in Tennessee.

#### **Description**

Include TASL processing in TNCompass in a way that largely mirrors the accrual of teacher Professional Development Points (PDPs) as a way of advancing and renewing administrator licenses. TNCompass is the targeted web application for this solution because it will provide an equivalent method for administrator and teacher credits and licensing throughout the state. Other features are unique to TASL business processes and are identified in the project scope below.

#### **Project Scope**

- Allow TASL event management for the department,
- Provide tools for administrators to self-report TASL event attendance,
- Create a web-based process for Professional Development Credit (PDC) and Chief Executive Officer (CEO) point award,
- Add/update TNCompass security roles for TASL permissions,
- Implement tools for LEAs to mandate and exempt TASL for specific administrators,
- Provide reports and charts for department and LEA staff,
- Create web-based data entry for forms related to TASL (Individual Professional Learning Plan), and
- Utilize existing TNCompass features as much as possible to provide ease of transition to new TASL system,



Update TNCompass user guides and materials for inclusion of TASL.

**Development Cost Table (non-recurring)**

Feature Area	Cost \$	Estimated delivery	Requirements notes/details
TASL event management	\$30,000.00	4 weeks from start date	Administrative tool that allows TDOE State users to manage all TASL events (add/edit/delete):  Event title Event type and designation of the event as TASL, TASL and CEO, or CEO only Availability window of events by start and end dates PDC values for each event Creation of TASL cohort with <b>name</b> and <b>number</b> Designation of Academy Event (awarded from cohort import only) Batch import of TASL events from Excel spreadsheet
Educator TASL attendance	\$20,000.00	8 weeks from start date	Create interface for educators to submit TASL event attendance and exemption requests:  The list of available events are driven from the TASL Event Management tool. Educators must attach and upload documentation to certify attendance. On Submission, educator must sign with electronic PIN. After completing submission, the request appears in the PDC and CEO work queue for approval or denial. Educator may request TASL exemption from district and use PIN to complete request (show TCA language). Director of Schools may submit TASL attendance with documentation to earn CEOs.



PDC, CEO, and exemption approval	\$40,000.00	12 weeks from start date	<p>Create workflow for approval and denial of PDCs, CEOs, and TASL exemptions:</p> <p>TASL configurator has access to view the work queue with <b>PDCs only</b> for their district and review attached certifying documentation.</p> <p>TASL director has access to view the work queue with <b>PDCs</b> and <b>CEOs</b> for all districts.</p> <p>Approvals and denials can be applied to individual events or multiple events.</p> <p>On approval, the TASL configurator and/or TASL director must sign with an electronic PIN.</p> <p>After approval, PDCs/CEOs are awarded to the administrator and the academic year/cycle is identified.</p> <p>TASL exemption requests submitted by TASL configurators may be viewed and approved or denied by authorized department staff.</p> <p>Director of Schools has same access level as TASL configurator</p>
TASL configurator	\$20,000.00	12 weeks from start date	<p>Provide ability for state and district administrators to designate a TASL Configurator assignment.</p> <p>TASL configurator role is permission driven and allows:</p> <ul style="list-style-type: none"> <li>Designate TASL mandated positions and educators</li> <li>Approve applications for PDCs</li> <li>Run reports</li> <li>Approve or deny exemption requests with reason</li> </ul> <p>These may overlap with existing users who have the District Configurator role</p> <p>Director of Schools has all available functionality</p>
TASL mandate/exemption by configurator	\$15,000.00	8 weeks from start date	<p>Management of staff for TASL mandate/exempt status:</p> <p>TASL configurator may select educator(s) to designate as TASL mandated for their District.</p> <p>TASL configurator may select educator(s) to create a request for TASL exemption.</p> <p>Electronic PIN entry is required to submit a TASL exemption request</p> <p>Educator may submit request to be TASL exempt to TASL configurator.</p>



Reporting	\$15,000.00	16 weeks from start date	<p>Selection of cycle start/end dates.</p> <p>Graph and Charting with filtering options.</p> <p>Report all TASL mandated positions and educators with summation of awarded PDCs and/or CEOs for each cycle.</p> <p>Report all TASL exempt educators with exemption status.</p> <p>+2 reports defined by the department.</p>
CEO display for Director of Schools	\$12,500.00	12 weeks from start date	<p>Display CEOs awarded by academic year on the director of schools profile page (<i>new TNCompass page</i>).</p> <p>Have option to view pending/denied CEOs by TASL cycle on the director of schools profile page.</p>
Educator licensure profile	\$10,000.00	8 weeks from start date	<p>Updates to TNCompass license profile page and transaction system:</p> <p>Display PDCs requested and awarded by academic year on educator profile.</p> <p>Have option to view pending/denied PDCs.</p> <p>Display the awarded PDCs in the TNCompass licensure transaction wizard.</p>
TASL Academy Cohort Import	\$10,000.00	12 weeks from start date	<p>Allow State Administrators to import the TASL Academy cohort from Excel and auto-assign PDCs and/or CEOs to attendees.</p>
Electronic PLP form	\$5,000.00	8 weeks from start date	<p>Web-based Individual Professional Learning Plan</p> <p>Business logic for the appropriate scenarios to show this option</p> <p>Creation of electronic individual professional learning plan for each TASL cycle (1-year). Web-based approach using fields provided in paper form.</p> <p>Educator will complete form and sign with an electronic PIN.</p>
Automation and Notifications	\$2,500.00	as related features are delivered	<p>Automation:</p> <p>Default all <b>principals</b> and <b>assistant principal</b> roles as mandated for TASL.</p> <p>Notifications:</p> <p>To educator when TASL PDCs are approved. To educator when TASL exemption is approved.</p>
User guide updates		as related features are delivered	



<b>Development</b>	<b>\$180,000.00</b>		
<b>Total Cost:</b>			

### Annual Maintenance and Support Cost Table (annual)

Funding - FY	Scope Covered / Reason for Extension	Cost
2017	TASL maintenance and support (November 2016 - June 2017)	<b>\$ 20,625.00</b>
2018	TASL maintenance and support	<b>\$ 27,500.00</b>
2019	TASL maintenance and support	<b>\$ 27,500.00</b>

*The proposed total cost for FY 2017 is \$200,625.00. The amendment includes an increase to the existing TNCompass contract for 2018 and 2019 by \$27,500.00 each year.*

### Process

Upon signing of a contract amendment, our first priority will be to schedule a kick-off meeting to begin the consultation process with department officials and project stakeholders to solidify our understanding and clearly define project requirements, timelines, data interfaces and other project details.

### Design Specification

We will utilize an Agile user story approach to define each requirement with acceptance criteria. In collaboration with RANDA Project Managers (PMs) and Technologists and department PMs, stakeholders and designated officials we will analyze how each requirement or use case fits into the overall architecture of your TNCompass application. We will illustrate the integration of each requirement in a graphic depiction of each system and sub-system and then create detailed mock-ups of User Interfaces (UI) in each sub-system, where UI is required. We create Detailed Data Interface (DDI) specifications, in collaboration with the TDOE's IT personnel, project managers and stakeholders to detail access of your existing data assets, detail data definitions and business rules for validation of data, quality control and a data integration plan. DDI specifications identify each data source, meta-data descriptions for all data that is to be utilized, interface requirements with each source system, data import and export protocols and how data is to be utilized for the TNCompass application. We will then detail the data processing and reporting schedule, data elements, Quality Assurance (QA)/Quality Control (QC) validation, report format, distribution and exception handling and any iterative development you require.

### Quality Management

We allocate key staff project team members for quality management oversight and implementation. We fully recognize that project quality standards are critical to project success. We staff a team of quality assurance (QA) analysts to conduct regular testing and collaborate regularly with the your project managers, stakeholders and officials to solicit and respond to feedback.

### Issue Management and Escalation

We manage issues and escalation following processes and requirements outlined in agreed upon documentation for issue management and escalation. We will continue with our current process for handling Tier 1, 2, and 3 support levels. RANDA maintains a team of QA and technical support analysts to respond to issues as they appear.

### Communication



RANDA incorporates communication requirements, as seen through our agile software development and project management process, into each (relevant) work tasking system to ensure compliance, speed, and transparency of development.

## Quality Assurance

RANDA's method for quality assurance is integral with agile software development. Throughout the development cycle, the QA team performs rigorous testing to prioritize code development targets. It is our policy to adhere to release standards required by the department project managers (PMs), stakeholders and officials and are responsive to your needs, whether you prefer more rapid releases with fewer changes or if you prefer less frequent releases with major upgrades rolled together.

We build and maintain a training/demo environment for production and testing purposes. This environment is populated with a sample data set to meet your specifications so that the software can be tested with real-world usage. The environment also allows the QA team, along with your project managers, stakeholders and designated UAT personnel, to test software modules and third-party component integration when needed. This technique allows your stakeholders, designated personnel and end users to play an integral role in developing new features and functions by experiencing how the software actually works. Department PMs, stakeholders and officials will work with the RANDA QA team to identify and prioritize targets for improvement.

With this approach, the role of the tester is to work as part of a cross-functional team with the business analysts, development team, and other testers. The QA team is involved in design definition and review. The group is responsible for the quality and accuracy of the sprint that is being released for the customer. A typical sprint duration is two weeks, which leads to a consistent rhythm of development. The sprint is designed, coded, and tested during the time allocation.

RANDA's QA activities during each sprint are as follows:

- **Test Condition preparation:** Test cases are written for each sprint item that has been planned. This technique allows for iterative testing by feature and not the entire project. Using these features tests, we test the integration points and business flows.
- **Execute test conditions:** As each sprint item is developed, it is turned over to QA for functional testing. The item is executed manually to ensure that it is working as expected based on previous design collaboration. Once the item has been verified in the QA environment, the item is marked as complete. For some items, an automated test case is then created and included in the Automated Regression Test Suite.
- **Integration Testing:** RANDA employs usage-model testing during which we run processing workloads that simulate real-world usage (e.g., through test data feeds). This tests our environment from a user perspective. Security is balanced against this real-world testing by populating the training environment with simulated data while following the parameters of real data from the client source.
- **Report Issue:** If an issue is found, a defect is opened and assigned to the project manager. The project manager will then assign the defect to the appropriate developer for resolution. Once the defect is resolved, it is assigned back to the QA team for verification and closure.
- **Acceptance Testing:** RANDA performs in-house black box acceptance testing to measure system performance against client specifications. We also perform User Acceptance Testing (UAT) in accordance with client specifications and policies to ensure that the product meets client needs. This testing can involve pilots across user subgroups as specified by client management. Test results are re-integrated into the development and release timeline based on client's analysis of the results' priority level.

## Implementation/Transition

System changes, following successful QA testing, are promoted into production as part of our agile software development and project management processes.

## Training

We will collaborate with the department PMs, stakeholders and officials to address all training requirements, to develop role-specific user guide content, help desk strategy, and any other required end user support and training. On-site training is available for department staff.

## Edison Contract Entry Record Status Reset Request

Request Date 5/12/2017

Edison Contract Record ID # 44121

### SECTION A – complete if the request does NOT involve a Summary Cover Sheet revision

Why was the record status set to Open?

Complete the schedule below to detail the exact changes made to the Edison record.  
(in lieu of completing the schedule, attach "before" and "after" Edison screen prints of revised fields)

EDISON FIELD ID	BEFORE REVISION ENTRY	POST REVISION ENTRY

### SECTION B – complete if the request involves a Summary Cover Sheet revision

Why is the Summary Cover Sheet revision necessary?

To accurately reflect funding sources changing—projects with the data system should be paid for by the team whose work is directly impacted.

Does the revised Summary Cover Sheet document following this page detail all and highlight each necessary change from the prior Summary Cover Sheet?

YES     NO

### SECTION C – complete for ALL requests

Are ALL Edison record changes (if any) compliant with the subject contract (as amended)?

CONFIRMED     NOT CONFIRMED

Signature of Fiscal Officer (who reviewed the subject Edison Record & approved this request)

Chris Foley

Digitally signed by Chris Foley  
DN: cn=Chris Foley, o=Tenn Dept of  
Education, ou=OCFO,  
email=chris.foley@tn.gov, c=US  
Date: 2017.05.15 08:41:07 -05'00'

Fiscal Officer Title

Chris Foley, Chief Financial Officer

**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>		33150-00315						
<b>Edison ID</b>		44121						
<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>
2015	331500000	ED00000731	114100	70803000	25000	EDRTTTSDRACTT11	84.395	\$25,000.00
2105	331500000	ED00000731	114100	70899000	25000	EDRTTTSDRACTT11	84.395	\$700,000.00
2016	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$225,000.00
2017	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$425,625.00
2017	3310500000	ED00001050	369100	70803000	25000	EDSLDSIES160CAO	84.372 A	\$27,840.00
2017	3310500000	ED00000030	265300	70803000	25000	n/a	n/a	\$118,000.00
2018	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$252,500.00
2019	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$106,660.00
<b>TOTAL</b>								<b>\$1,880,625.00</b>



## CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33150-00315	Edison ID 44121	Contract # n/a	Amendment # 2		
Contractor Legal Entity Name R&A Solutions, Inc. dba RANDA			Edison Vendor ID 0000008992		
Amendment Purpose & Effect(s) Increase maximum liability and update scope					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: November 15, 2019			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			<b>\$387,538.33</b>		
<b>Funding —</b>					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2015	\$0.00	\$725,000.00			\$725,000.00
2016	\$225,000.00	\$0.00			\$225,000.00
2017	\$543,625.00	\$27,840.00			\$571,465.00
2018	\$337,528.33	\$102,500.00			\$440,028.33
2019	\$292,670.00	\$14,000.00			\$306,670.00
<b>TOTAL:</b>	<b>\$1,398,823.33</b>	<b>\$869,340.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,268,163.33</b>
American Recovery and Reinvestment Act (ARRA) Funding: <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.  <div style="font-family: cursive; font-size: 1.2em; margin-top: 20px;">Chris Foley</div>			<p>CPO USE</p>		
Speed Chart (optional) Various		Account Code (optional) Various			

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

<b>RFS Number</b>		33150-00315						
<b>Edison ID</b>		44121						
<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>
2015	331500000	ED00000731	114100	70803000	25000	EDRTTTSDRACTT11	84.395	\$25,000.00
2015	331500000	ED00000731	114100	70899000	25000	EDRTTTSDRACTT11	84.395	\$700,000.00
2016	331050000	ED00000118	368100	70803000	25000	n/a	n/a	\$225,000.00
2017	331050000	ED00000118	368100	70803000	25000	n/a	n/a	\$425,625.00
2017	331050000	ED00001050	369100	70803000	25000	EDSLDSIES160CAO	84.372 A	\$25,000.00
2017	331050000	ED00001050	369100	70899000	25000	EDSLDSIES160CAO	84.372 A	\$2,840.00
2017	331050000	ED00000030	265300	70803000	25000	n/a	n/a	\$118,000.00
2018	331050000	ED00000118	368100	70803000	25000	n/a	n/a	\$293,663.33
2018	331050000	ED00001050	369100	70899000	25000	EDSLDSIES160CAO	84.372 A	\$56,500.00
2018	331050000	ED00000030	265300	70803000	25000	n/a	n/a	\$25,000.00
2018	331050000	ED00000069	365100	70803000	25000	n/a	n/a	\$1,470.00
2018	331110000	ED00001062	341100	70803000	25000	EDBROWNUNIVER1 6		\$25,000.00
2018	331110000	ED00001062	341100	70899000	25000	EDBROWNUNIVER1 6		\$21,000.00
2018	331450000	ED00000040	100000	70803000	25000	n/a	n/a	\$17,395.00
2019	331050000	ED00000118	368100	70803000	25000	n/a	n/a	\$263,260.00
2019	331050000	ED00001050	369100	70803000	25000	EDSLDSIES160CAO	84.372 A	\$14,000.00
2019	331050000	ED00000030	265300	70803000	25000	n/a	n/a	\$25,000.00
2019	331050000	ED00000069	365100	70803000	25000	n/a	n/a	\$1,470.00
2019	331450000	ED00000040	100000	70803000	25000	n/a		\$2,940.00
<b>TOTAL</b>								<b>\$2,268,163.33</b>

**AMENDMENT 2  
OF CONTRACT 44121**

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and R&A Solutions, Inc. dba RANDA, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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.2 is deleted in its entirety and replaced with the following:

A.2. Definitions:

<b>SYSTEM TERMS</b>	
<b>Term</b>	<b>Definition</b>
Annual or Subscription License	A software product license that incurs a reoccurring fee (could be monthly, quarterly, annually, etc.), that includes all product updates and maintenance and support services. Under this licensing model, all license rights to usage of the software product/system end with the termination of the agreement.
Application Programming Interface (API)	Set of clearly defined methods that allow various applications to communicate data with one another
Azure (Windows Azure)	Windows Azure is Microsoft's operating system for cloud computing. Azure was designed to facilitate the management of scalable Web applications over the Internet. The hosting and management environment is maintained at Microsoft data centers. Azure uses "Automated Service Management" to facilitate application upgrading without compromising performance. Automated Service Management provides features such as load balancing, caching, fault tolerance and redundancy that are included to ensure high availability. Windows Azure supports a wide variety of Microsoft and third-party standards, protocols, programming languages and platforms. Examples include XML (Extensible Markup Language), REST (representational state transfer), SOAP (Simple Object Access Protocol), Eclipse, Ruby, PHP and Python.
Cloud	<p>The "cloud" is comprised of the following essential characteristics:</p> <ul style="list-style-type: none"> <li>• <b>On-demand self-service.</b> A consumer can independently and unilaterally provision computing capabilities, such as compute time, network connectivity and storage, as needed automatically without requiring human interaction with each service's provider.</li> <li>• <b>Broad network access.</b> Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms.</li> <li>• <b>Resource pooling.</b> The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources, but may be able to specify location at a higher level of abstraction (e.g., country, state, region or datacenter). Examples of computing resources include storage, processing (computing), memory, network bandwidth, and virtual machines.</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Rapid elasticity.</b> Capabilities can be rapidly and elastically provisioned, in some cases automatically, to quickly scale out and rapidly released to quickly scale in. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be purchased in any quantity at any time.</li> <li>• <b>Measured Service.</b> Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, compute, bandwidth, active user accounts, etc.). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.</li> </ul> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
Common Education Data Standards (CEDS)	<p>A specified set of the most commonly used education data elements to support the effective exchange of data within and across states, as students transition between educational sectors and levels, and for federal reporting. This common vocabulary will enable more consistent and comparable data to be used throughout all education levels and sectors necessary to support improved student achievement.</p> <p>The standards are being developed by NCES <a href="http://nces.ed.gov">http://nces.ed.gov</a> with the assistance of a CEDS Stakeholder Group that includes representatives from states, districts, institutions of higher education, state higher education agencies, early childhood organizations, federal program offices, interoperability standards organizations, and key education associations and non-profit organizations.</p> <p>More information on CEDS can be found at <a href="http://nces.ed.gov/programs/ceds/">http://nces.ed.gov/programs/ceds/</a> .</p>
Ed-Fi Data Standard	<p>The Ed-Fi data standard consists of the Ed-Fi Unifying Data Model and a data exchange framework:</p> <ul style="list-style-type: none"> <li>• Ed-Fi Unifying Data Model – The Ed-Fi Unifying Data Model (UDM) <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Unifying-Data-Model-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Unifying-Data-Model-1.2.pdf</a> is an enterprise data model of K–12 education data. It is designed to capture the meaning and inherent structure in the most important information in the K–12 education enterprise, in order to facilitate information sharing of education data. The UDM is expressed using Unified Modeling Language (UML) class diagrams and is independent of any interchange mechanism, database storage structure or application interface. The UDM is aligned to the Common Education Data Standards.</li> <li>• Data exchange framework – The data exchange framework defines mechanisms for securely exchanging and storing data contained in the UDM, based on industry standard and vendor neutral approaches. The data exchange framework includes       <ul style="list-style-type: none"> <li>○ Ed-Fi XML Core Schema <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Core-1.2.xsd">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Core-1.2.xsd</a> .zip and Standard Interchange Schemas <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Standard-Interchange-Schema-Overview-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Standard-Interchange-Schema-Overview-1.2.pdf</a> built upon the core schema</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Ed-Fi Logical Database Model (LDM) <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Logical-Database-Model-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Logical-Database-Model-1.2.pdf</a> for implementing an Operational Data Store (ODS)</li> <li>○ Ed-Fi REST API Design Guidelines <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-REST-API-Design-Guidelines-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-REST-API-Design-Guidelines-1.2.pdf</a> .</li> </ul>
IaaS	<p>Cloud Infrastructure as a Service (IaaS). The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud physical infrastructure but has control over operating systems, storage, deployed applications, and possibly limited control of select networking components.</p> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
Interoperability	<p>A principle of using standardized data formats and data transport protocols to promote the effective exchange and utilization of data between two or more systems or system components. Interoperability is a core design principle for Tennessee Department of Education technology development and operations.</p>
Multihoming	<p>Refers to the condition of users affiliating with more than a single platform.</p>
Multitenancy	<p>A principle in software architecture where a single instance of the software runs on a server, serving multiple client organizations (tenants). Multitenancy is contrasted with a multi-instance architecture where separate software instances (or hardware systems) are set up for different client organizations. With a multitenant architecture, a software application is designed to virtually partition its data and configuration, and each client organization works with a customized virtual application instance. A key differentiator of "multitenancy" is a single schema shared among multiple tenants.</p>
On Premises Software	<p>On Premises Software is installed and run on computers on the premises (in the building) of the person or organization using the software, rather than at a remote facility, such as at a server farm or cloud somewhere on the internet. On-premises software is sometimes referred to as "shrinkwrap" software, and off-premises software is commonly called "software as a service" or "computing in the cloud".</p>
PaaS	<p>Cloud Platform as a Service (PaaS). The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.</p> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
Perpetual License	<p>A software product license acquired with a single, non-reoccurring fee, that grants continued customer usage of a particular software product/system without any limitation of time as long as the customer complies with all the relevant terms of the license</p>

	agreement. Under this model maintenance and support activities are typically separate items with non-perpetual terms.
SaaS	Cloud Software as a Service (SaaS). The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of provider-defined user-specific application configuration settings.  Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.
<b>EDUCATION TERMS</b>	
(HQ) Highly Qualified	A teacher who has met federal guidelines related to the highly qualified provision under ESEA including: (1) Holding a BA/BS (2) Demonstrating content knowledge (3) Meeting licensure requirements.
Administrator	General term used to refer to 1) school based administrators (principals, assistant principals) 2) LEA administrators (LEA staff)
Advancement	Progression from an initial to a professional level of the educator license.
Assistant Principal	Refers to any administrators that generally report to the lead administrator (principal)
CAEP	Council for the Accreditation of Educator Preparation
Candidate	A person enrolled in an educator preparation program
Certificate	A special certification issued by the Office of Educator Licensing and is not a teacher license
CEO	Refers to superintendent/director of schools. Required to earn CEO credits each year.
District Experience	Approved experience by a specific district for salary purposes
Education Testing Service (ETS)	Manages and administers PRAXIS examinations
Educator	The word educator is used to describe a group of individuals that need a license to work in the state of Tennessee. This group includes teachers, assistant principals, principals, superintendents, school administrators, school counselors, school psychologists, interventionists, and supervisors, etc.
Educator Personal Profile	The general demographic data for an educator; such as, name, address, phone numbers, emails, text preferences, race, ethnicity, date of birth and social security number (SSN).
EIS	Education Information System – pre-K thru 12 State data collection system
EPP	Educator Preparation Program
ESEA	Elementary and Secondary Education Act
External User	Currently an external user is identified as a member of the public who searches for an Educator.
Hold	Disciplinary action on an educator record that prohibits any further action being taken on the license record.
Initial	The first issuance of a license.
Instructional Partnership Initiative (IPI)	An approach to teacher learning that offers a unique approach to high quality professional development by way of personalized professional learning, built-in flexibility, and data-based collaboration. Teachers are paired by observation indicators to collaborate together.
Internal User	Currently an internal user is any user aside from the public.

IS	Information Services
LEA	Local Education Agency a.k.a School Districts
License Calendar	Validity period of the license type
PDC's	Professional development credits or hours
PLP	Professional learning plan. Must be completed by administrator to complete TASL academy to advance license.
Tennessee Academy for School Leaders (TASL)	Tennessee Academy for School Leaders (TASL) provides high-quality professional learning opportunities for principals, assistant principals, and instructional supervisors that are aligned with the Tennessee Instructional Leadership Standards (TILS). These educators are required to complete an academy to advance their license as well as earning 28 hours of professional learning credit every two years.
Work Based Learning (WBL)	An approach that connects classroom-based instruction to develop employability skills and collaborative activities with industry to allow students to further explore career options
<b>LICENSE TERMS</b>	
edTPA	Summative performance assessment used by educator preparation programs and that is required for all new educators in Tennessee starting in 2019
Licensing Specialist	State employee that processes and approves educator licenses for the TDOE.
NASDTEC	The National Association of State Directors of Teacher Education and Certification; national file received to update disciplinary action
National Board Certification	National Board Certified Teachers are highly accomplished educators who meet high and rigorous standards. National Board certified teachers have met these rigorous standards through intensive study, expert evaluation, self-assessment and peer review. National Board for Professional Teaching Standards offers 25 certificates that cover a variety of subject areas and student developmental levels.
OEL	Office of Educator Licensing
OEL Educator Record	The general data that describes the educational background, licenses, endorsements, specialties, PRAXIS exams, experience and electronic documents relevant to an Educator's record.
OEL Licensing Manager	Oversees the Office of Educator Licensing and all staff.
OEL Power User	An Office of Educator Licensing specialist who is charged with handling license status changes and disciplinary action on educator records in addition to normal office duties.
Pending (Work Queue)	User ability to place work in a pending status, i.e. pend till a specific document or when required documentation is provided.
Permit	An approval to teach but not a teacher license. A Permit application is submitted by the superintendent/director of schools stating an intent to employ an individual to fill a teaching vacancy when a licensed educator cannot be located.
PIRS	Personal Information Resource System which produces LEA reported experience and salary information on an annual basis
PPMO	Project Portfolio Management Office, Division of Information Services
PRAXIS	The Praxis Series; required assessments taken by teacher candidates as part of the certification process.
Principal	Refers to the lead administrator of a school
Professional Learning Credits	Points that must be earned by educators for the purpose of advancing or renewing a license. Credits may be earned in a variety of ways, including completing coursework, participating in seminars

	or conferences or achieving overall evaluation ratings of meeting expectations or higher.
Renewal	The repeated issuance of a license previously issued.
RTTT	Race to the Top; funding source for many TDOE system projects
SAS	Statistical Analysis System
Specialty	Amendment to a license.
State Experience	Experienced earned for working in a certified position in a Tennessee LEA or at the state level
Superintendent	Person in charge of the LEA, also known as Directors of Schools
TDOE	Tennessee Department of Education
Teach Tennessee	Accelerated teacher licensure program developed by TDOE
Teacher	Person in the classroom, leading instruction
Waiver	Exceptions to teach in Tennessee. An employment standard waiver can be issued by the TDOE if a teacher holding an Apprentice, Transitional or Professional License is scheduled to teach more than one course or more than two sections of one course outside the area of endorsement.
Work Queue	A work area per functional group that allows for work to be passed from one functional area to the other. i.e. Educator to EPP for Education Verification
<b>EVALUATION TERMS</b>	
Achievement Measure	This is a list of measures that is approved by the State Board of Education.
Achievement Scores	The appropriate score associated with the achievement measure.
Calculation Model	Evaluation Components and weights for a specific classification used to calculate a scale score.
Calculation weights	Individual weights assigned to an evaluation component.
Classification	A grouping of evaluation components for a specific school population.
Evaluation Components	Individual components used to build a calculation model.
Evaluation Record	The general data that captures the educator's evaluation experience; such as, school assignment(s), LEA assignment(s), grade level(s), subject level(s), rubric, license type and previous year effectiveness level.
GLADiS	A portfolio management system that allows non-tested subject areas to utilize the same framework as tested teachers in providing an assessment for evaluation.
Growth Measures	For tested teachers, the growth measure used in the evaluation is TVAAS, a statistical method that compares each student's actual growth to their projected growth. For teachers without individual TVAAS data for their grades and subjects, the growth measures will be school-wide TVAAS or other comparable measure
Master School Assignment	For teachers that teach in more than one school, this designation will be assigned by the LEA. This school will be who enters the choice of growth measure and achievement measure.
NIET	National Institute for Excellence in Teaching
Non-Tested Teacher	A teacher that does not have an individual growth score
Observation Form	The form that evaluators use to score rubric domains. The observation form should include all indicators for all associated domains.
Observation Score	The average of all indicators scored
Overall Level of Effectiveness Score	This is a 1 - 5 score calculated from the scale score.
Partial Year Exemption	Assigned to any Educator that does not have complete Evaluation data.
Refinement	Identification of where there is room for improvement in the classroom.

Reinforcement	Identification of what is working well in the classroom
Rubric	A defined set of standards for an educator type
Rubric Domain	A defined set of indicators
Scale Score	A score calculated from; observation score, achievement measure and growth measure.
Tested Teacher	A teacher that has an individual growth score
TVAAS	Tennessee Value-Added Assessment System - A statistical analysis of achievement data that reveals academic growth over time for students and groups of students such as those in a grade level or in a school.

2. The following is added as Contract section A.26.

- A.26. The Contractor shall develop the application programming interface (API) of the EPP portal. Development of this component of the EPP portal includes:
- a. At minimum, ten methods as outlined by the State. Should any additional methods be included, the Contractor should provide a cost estimate of the development impact as well as any impact on the annual maintenance.
  - b. Documentation of API registration and definition of methods
  - c. All communication around changes in project plan and approval of work should be done with the Senior Project Manager on the Educator Licensure and Preparation team.
  - d. See attachment G for additional information on the API program development.

3. The following is added as Contract section A.27.

- A.27. Listed below are the minimum system requirements to build out functionality for the Personnel Information Reporting System (PIRS) component of TNCompass. See attachment H for additional information on the PIRS component development.

Feature Area	Estimated Delivery	Requirements
Salary Schedule Management	10 weeks	<ol style="list-style-type: none"> <li>1. Administrative tool that allows the State to create and manage a State minimum schedule for each fiscal year               <ol style="list-style-type: none"> <li>a. Add new fiscal year</li> <li>b. Set fiscal year availability for LEA schedule creation</li> <li>c. Create a new schedule                   <ol style="list-style-type: none"> <li>i. Add salary effective date</li> <li>ii. Add/edit salary schedule types (i.e. Teacher and Principals, Other Local, System Wide)</li> <li>iii. Add/edit/delete education levels to salary schedule types</li> <li>iv. Add/edit/delete years of experience</li> <li>v. Add salary dollar amounts to education level and experience matrix</li> </ol> </li> <li>d. Copy a prior fiscal year schedule</li> <li>e. View only capability for prior fiscal year salary schedules</li> </ol> </li> </ol>
LEA Salary Management	12 weeks	<ol style="list-style-type: none"> <li>1. Administrative tool that allows the LEA to copy a salary schedule from the State minimum or prior year schedule               <ol style="list-style-type: none"> <li>a. View capability of existing schedule matrix and/or notification to create schedule</li> <li>b. Ability to copy new salary schedule from State minimum</li> <li>c. Ability to copy new salary schedule from prior fiscal year LEA schedule</li> </ol> </li> </ol>

		<ul style="list-style-type: none"> <li>d. Set % increase of State salary</li> <li>e. Set % local portion above State salary Increase local salary by dollar amount</li> <li>f. Selection of education levels to copy</li> <li>f. Ability to delete schedule and auto-remove all educator assignments</li> </ul>
Personnel Salary Assignments	16 weeks	<ul style="list-style-type: none"> <li>1. Administrative feature that enables the LEA to make salary assignments for staffed personnel <ul style="list-style-type: none"> <li>a. Dashboard/view feature for LEA that displays educator assignments and indicates missing assignments</li> <li>b. Ability to add/edit a salary assignment for an educator <ul style="list-style-type: none"> <li>i. Select salary schedule</li> <li>ii. Select current status</li> <li>iii. Select regular/Federal</li> <li>iv. Enter paid months and days</li> <li>v. Enter # Teacher Supervises</li> <li>vi. Enter Contract \$</li> <li>vii. Enter Local / Federal Supplement dollars</li> </ul> </li> <li>c. Ability to edit/delete existing assignments</li> <li>d. Ability to enter secondary/additional assignment with percent of time in assignments</li> </ul> </li> </ul>
Staff assignments	16 weeks	<ul style="list-style-type: none"> <li>1. Allows the staffing and management of non-instructional personnel with educators licenses to satisfy requirements of T.C.A. § 49-5-402 <ul style="list-style-type: none"> <li>a. Enhancements to staff assignments feature, application views, and application query</li> <li>b. Addition of non-instructional designation for licensed personnel at LEA and school levels</li> <li>c. Enhancements to Excel import template feature for bulk loading non-instructional staff assignments</li> </ul> </li> </ul>
Permissions and settings	18 weeks	<ul style="list-style-type: none"> <li>1. Creation of permissions to control salary management feature access and availability <ul style="list-style-type: none"> <li>a. Addition of settings to control feature availability</li> <li>b. New State salary management permission</li> <li>c. New LEA salary management permission</li> <li>d. New non-instructional staffing permission to allow addition of non-instructional personnel in staff assignments feature</li> </ul> </li> </ul>
Licensure Experience	22 weeks	<ul style="list-style-type: none"> <li>1. Automates creation of experience records from salary data based on business rules of acceptable experience for licensure <ul style="list-style-type: none"> <li>a. Automated process to create educator experience records for use in license renewals</li> <li>b. New permission to edit historical experience</li> <li>c. Historical experience editing capability to correct data problems</li> </ul> </li> </ul>
Data Migration and Implementation	as related features are delivered	<ul style="list-style-type: none"> <li>1. Data services and operations to migrate historical data identified as necessary <ul style="list-style-type: none"> <li>a. Migration of domains for assignments, codes, salary schedule types, and education levels</li> <li>b. Migration of 2016-2017 salary schedules for State and LEAs</li> </ul> </li> </ul>

		c. Other identified data pertinent to items in this scope of work
Reporting	as related features are delivered	<ol style="list-style-type: none"> <li>1. Development and reports to satisfy reporting deadlines</li> <li>2. Report compatibility: <ol style="list-style-type: none"> <li>a. All reports compatible for excel and CSV export</li> <li>b. Reports may be generated for all LEAs</li> <li>c. Reports may be generated for individual LEAs</li> </ol> </li> <li>3. Reports to deliver: <ol style="list-style-type: none"> <li>a. December 1 report</li> <li>b. Year-end report</li> <li>c. LEA schedule status report</li> </ol> </li> </ol>
Training and user guides	as related features are delivered	<ol style="list-style-type: none"> <li>1. User guides available for download as PDFs</li> <li>2. Training site available with test user accounts and data</li> </ol>

4. The following is added as Contract section A.28.

- A.28. The Contractor shall integrate edTPA assessment data into TNCompass to be displayed on the educator licensure profile. This work includes:
- a. Provide a data import package that routinely executes at a specified interval for the delimited text file
  - b. Display a passed or failed status for the edTPA assessment on each exam record
  - c. Provide an edTPA import status on the administrative dashboard
  - d. All communication around changes in project plan and approval of work should be done with the Senior Project Manager on the Educator Licensure and Preparation team.
  - e. See attachment I for additional information on the edTPA component development.

5. The following is added as Contract section A.29.

- A.29. The Contractor shall design and develop functionality to support two EPP user workflows (and the associated database fields) to support the State and state board of education production of the Annual Reports and report cards on Educator Preparation. This work includes:
- a. Functionality for EPP data entry
    - i. Create the EPP completer data model and user interface for data entry which includes ability to validate data on entry and ability to batch import and validate completer data from a provided Excel file template.
  - b. Functionality for EPP final validation of completer data
    - i. Define and create a validation and EPP submission verification process
    - ii. The State will determine a date annually for closing data entry of educator candidate data by the EPP for Annual Reports and Report Card on Educator Preparation production.
  - c. Functionality for batch upload of missing completer data for large EPPs (flat file import)
  - d. Functionality for flat-file (such as an Excel file) export of completer data by a State TNCompass user.
  - e. Add additional data elements to be captured in TNCompass to the TNCompass/EPP Portal API to be passed to the EPP Portal for production of Annual Reports.
  - f. Additional data elements captured in TNCompass are listed below. Up to ten additional fields could be added and defined during the investigation and discovery process.
    - i. Endorsement obtained by:
      1. Program Completion
      2. Add-on endorsement
    - ii. Admitted on appeal
    - iii. Ethnicity
    - iv. Race
    - v. Gender
    - vi. Type of Program
    - vii. Type of Clinical Practice
    - viii. Degree Awarded

- ix. Degree Completion Date
- x. Mentor Teacher Last Name
- xi. Mentor Teacher First Name
- xii. Mentor Teacher License Number
- xiii. Program/Major GPA
- xiv. Undergraduate GPA
- xv. ACT Composite Score
- xvi. ACT Reading Score
- xvii. ACT Science Score
- xviii. ACT English Score
- xix. ACT Math Score
- xx. ACT Writing Score
- xxi. SAT Cumulative Score
- xxii. SAT Math Score
- xxiii. SAT Verbal (Critical Reading) Score
- xxiv. GRE Composite Score
- xxv. GRE Verbal Score
- xxvi. GRE Quantitative Score
- xxvii. Miller Analogies Test
- xxviii. Completer program information
  - 1. Program Code
  - 2. Program Type
    - a. Undergraduate
    - b. Post Baccalaureate
    - c. Degree
    - d. Non-Degree
- xxix. Clinical Type
  - 1. Internship
  - 2. Job Embedded
  - 3. Student Teaching

- g. All communication around changes in project plan and approval of work should be done with the Senior Project Manager on the Educator Licensure and Preparation team.
- h. See attachment J for additional information on the EPP annual reporting component development.

6. The following is added as Contract section A.30.

- A.30. The Contractor shall develop functionality of training tables into TNCompass for viewing and managing educator training certificates for work-based learning (WBL). This work includes:
- d. Creating the training certificate data model and website interface for TNCompass
  - e. Integration of the training certificate data with other educator credentials on the teacher dashboard
  - f. Migrate the historical training table(s) and domain data from legacy system/database.
  - g. Coordinate obsolescence of the legacy system/database with TDOE IT personnel.
  - h. Create workflows for the WBL certification and renewal process which includes the capability to utilize an existing excel import feature to mass import WBL certifications.
  - i. Migrate historical WBL certification data
  - j. Update existing permissions and features to control end-user access to data based on requirements.
  - k. See attachment K for additional information on the teacher training tables component development.
  - l. Work should not begin until all funding streams can be confirmed by State's fiscal officer.

7. The following is added as Contract section A.31.

- A.31. The Contractor shall design and develop functionality in TNCompass to support and track the Instructional Partnership Initiative (IPI). This work includes:
- a. Allow external IPI match algorithm results to be imported to TNCompass from an Excel file and repeated on a frequency determined by the State

- b. Create web-based data entry for indicated teacher matches/pairings and allow for corrections/revisions
    - i. TNCompass administrative page to support principal capability to view, propose, and confirm pending teacher matches.
    - ii. Update TNCompass evaluation page to display the paired teacher assignment.
  - c. Update system permissions for principals and other roles for access to IPI screens and information
    - i. State administrator can export pairings into Excel for all or selected participating schools which includes all target teachers and paired status.
  - d. Update TNCompass user guides and materials for inclusion of IPI.
  - e. See attachment L for additional information on the IPI component development.
8. The following is added as Contract section A.32.
- A.32. The Contractor shall incorporate educator certification data into TNCompass as part of the educator record. This work includes:
- a. Daily file import of CSV file containing observer credentialing status by license number for teacher and leader observers.
  - b. Creating a display of observer credentialing status on TNCompass dashboards.
  - c. Allowing for revisions to business rules to observation system for controlling the permission to conduct an observation of a teacher or leader based on 'active' evaluator credentials.
  - d. Creating a new report to export evaluator credentialing status out of TNCompass for troubleshooting/investigation of submitted data.
  - e. Providing a method of tracking year of initial certification
  - f. The Contractor will submit an updated scope of work to the State for approval before beginning the work.
9. 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 two million two hundred sixty eight thousand one hundred sixty three dollars and thirty three cents (\$2,268,163.33). 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.
10. Contract section C.3. is deleted in its entirety and replaced with the following:
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)*
Annual Maintenance & Support; A.13 (see a.- i. for annual individual component breakdown )  *Annual maintenance for new components in FY18 will be prorated based on actual support provided.	\$306,670.00
a. Educator Evaluation and Licensure	\$225,000.00
b. TASL	\$27,500.00
c. API	\$5,500.00
d. PIRS	\$25,000.00
e. edTPA	\$1,470.00
f. EPP Annual Reporting	\$8,500.00
g. Teacher training tables	\$4,200.00
h. IPI	\$4,500.00
i. Certification Data	No more than \$5,000 per year (based on final cost proposal from Contractor)
License Fee; A.17	\$ 500,000.00
Subscription; A.17	\$ 0.00
Licensure Testing; A.19.b.	\$0.00 of Phase I of the Educator Management System (Actual Cost to be inserted before contract signing)
Evaluation Component Complete; A.19.c.	\$0.00 of Phase I of the Educator Management System(Actual Cost to be inserted before contract signing)
Licensure & Evaluation Integration; A.19.e.	\$0.00 of Phase I of the Educator Management System (Actual Cost to be inserted before contract signing)
Project Plan; A.20	\$0.00 of Phase I of the Educator Management System / upon submission and approval
Additional Work; A.16	\$0.00 of Phase I for the Educator Management System (Actual Cost to be inserted before contract signing)
Senior Project Manager (On-Site); A.7-A.10 and A.16	\$100.00/ per hour
Senior Project Manager (Off-Site); A.7-A.10 and A.16	\$95.00/ per hour
Project Manager (On-Site); A.7-A.10 and A.16	\$90.00/ per hour
Project Manager (Off-Site); A.7-A.10 and A.16	\$85.00/ per hour

Senior Business Analyst (On-Site); A.7-A.10 and A.16	\$105.00/ per hour
Senior Business Analyst (Off-Site); A.7-A.10 and A.16	\$100.00/ per hour
Business Analyst (On-Site); A.7-A.10 and A.16	\$100.00/ per hour
Business Analyst (Off-Site); A.7-A.10 and A.16	\$95.00/ per hour
Senior Developer (On-Site); A.7-A.10 and A.16	\$135.00/ per hour
Senior Developer (Off-Site); A.7-A.10 and A.16	\$125.00/ per hour
Developer (On-Site); A.7-A.10 and A.16	\$115.00/ per hour
Developer (Off-Site); A.7-A.10 and A.16	\$105.00/ per hour
Senior QA/Tester (On-Site); A.7-A.10 and A.16	\$75.00/ per hour
Senior QA/Tester (Off-Site); A.7-A.10 and A.16	\$65.00/ per hour
QA/Tester (On-Site); A.7-A.10 and A.16	\$65.00/ per hour
QA/Tester (Off-Site); A.7-A.10 and A.16	\$60.00/ per hour
Senior Technical Lead (On-Site); A.7-A.10 and A.16	\$95.00/ per hour
Senior Technical Lead (Off-Site); A.7-A.10 and A.16	\$85.00/ per hour
Technical Lead (On-Site); A.7-A.10 and A.16	\$75.00/ per hour
Technical Lead (Off-Site); A.7-A.10 and A.16	\$70.00/ per hour
Senior Systems Architect (On-Site); A.7-A.10 and A.16	\$165.00/ per hour
Senior Systems Architect (Off-Site); A.7-A.10 and A.16	\$155.00/ per hour
Systems Architect (On-Site); A.7-A.10 and A.16	\$155.00/ per hour
Systems Architect (Off-Site); A.7-A.10 and A.16	\$145.00/ per hour
Senior DBA (On-Site); A.7-A.10 and A.16	\$175.00/ per hour
Senior DBA (Off-Site); A.7-A.10 and A.16	\$165.00 /per hour
DBA (On-Site); A.7-A.10 and A.16	\$165.00/ per hour
DBA (Off-Site); A.7-A.10 and A.16	\$155.00/ per hour
Senior Trainer (On-Site); A.7-A.10 and A.16	\$65.00/ per hour
Senior Trainer (Off-Site); A.7-A.10 and A.16	\$55.00/ per hour
Trainer (On-Site); A.7-A.10 and A.16	\$55.00/ per hour
Trainer (Off-Site); A.7-A.10 and A.16	\$50.00/per hour

Development of Professional Development Component; A.24	\$180,000.00 as broken down in development table in Attachment F.
Development of Educator Preparation Portal API component; A.26	\$27,840.00 as broken down in development table in Attachment G.
Development of Personnel Information Reporting System; A.27	\$118,000 as broken down in development table in Attachment H.
Development of EPP Annual Reporting, A.29	\$42,500.00 as broken down in development table in Attachment J
Development of Teacher Training Tables, A.30	\$21,000.00 as broken down in development table in Attachment K
Development of IPI component, A.31	\$46,000.00 as broken down in development table in Attachment L
Development of educator certification data, A.32	No more than \$25,000 based on final development table which must be approved by the State before beginning work; see Attachment M.

\*NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within thirty (30) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

- c. The Contractor shall be compensated for changes requested pursuant to Scope of Services Section A. 16 and without a formal amendment of this contract based upon the payment rates detailed in the C.3 table above and as agreed provided that compensation to the Contractor for such "change order" work shall not exceed seven percent (7%) of the Phase I amount for the Educator Management System. If, at any point during the Contract period, the State determines that the cost of necessary "change order" work would exceed said maximum amount, the State may amend this Contract to address the need. The Contractor shall be compensated for additional work in an amount not to exceed the amount in C.3.b. table above and any additional amount will require an amendment to this Contract.
6. Contract Attachment G attached hereto is added as a new attachment.
  7. Contract Attachment H attached hereto is added as a new attachment.
  8. Contract Attachment I attached hereto is added as a new attachment.
  9. Contract Attachment J attached hereto is added as a new attachment.
  10. Contract Attachment K attached hereto is added as a new attachment.
  11. Contract Attachment L attached hereto is added as a new attachment.
  12. Contract Attachment M attached hereto is added as a new attachment.

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 August 14, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

R&A SOLUTIONS, INC. DBA RANDA:

R&A Solutions, Inc. d/b/a RANDA by [Signature] President 7/18/17  
SIGNATURE DATE

R&A Solutions, Inc. d/b/a RANDA by MARTIN P. REED President  
PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION

Candice McQueen<sup>TC</sup> 7/19/17  
DR. CANDICE MCQUEEN, COMMISSIONER DATE

## TNCompass Ed Prep Portal API Amendment (2017-06-01)

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RANDA Solutions proposes the following contact amendment in order to provide services for new business requirements for the TNCompass application software. The software enhancements include continued service from the current RANDA project manager, business analyst, development, and quality assurance staff.

RANDA adheres to the principles and processes of agile software development and project management. As such, when improvements and new releases are introduced, all users seamlessly receive the updated versions (pending department approval if major user interface changes are involved). The guiding principles of our agile software development and project management processes are:

- Deliver and measure user satisfaction by rapidly delivering useful software,
- Embrace changes in requirements during any stage of development,
- Deliver working software in an iterative bi-weekly schedule,
- Define progress measures based on working software milestones,
- Encourage and enable direct connections and collaboration between business and technical team members,
- Communicate early and often with all stakeholders,
- Trust subject matter experts and technical experts, and
- Reiterate the design cycle to identify mistakes before they are implemented.

### **Educator Preparation Portal API**

The objective of the API is to develop a protocol to support the Tennessee Department of Education's initiative in the creation of the Educator Preparation Portal. The portal will retrieve various data sets from TNCompass for candidates who are recommended to receive practitioner teacher and occupational licenses from the Office of Educator Licensing and Preparation. The data sets include license numbers, license details, enrollment statuses, recommendations, teaching experience, staff assignments, educator evaluations and employer details to support the creation of the educator preparation provider annual report.

### **Project Scope**

- Development of the API to include ten methods predefined by the Tennessee Department of Education
- Documentation of API registration and definition of methods

**Development Cost Table (non-recurring)**

<b>Effort Area</b>	<b>Cost \$</b>	<b>Notes</b>
API Development (initial requirements)	\$9,300.00	Includes estimations for ten defined methods and caching for increased performance.
Security Access Control Development	\$9,300.00	
Project Management	\$3,800.00	
Business Analysis	\$840.00	
Deployment	\$3,100.00	Includes production and sandbox environments. The sandbox environment will be pre-populated with test data.
Testing	\$1,500.00	
<b>Development Total Cost</b>	<b>\$27,840.00</b>	

**Annual Maintenance and Support Cost Table (recurring)**

<b>Funding - FY</b>	<b>Scope Covered / Reason for Extension</b>	<b>Cost</b>
2018	Ed Prep Portal API maintenance and support	<b>\$ 5,500.00</b>
2019	Ed Prep Portal API maintenance and support	<b>\$ 5,500.00</b>

**PROJECT PLAN FOR PERSONNEL INFORMATION REPORTING SYSTEM IN TNCOMPASS****RANDA Solutions**

5000 Meridian Blvd., Suite 400, Franklin, TN 37067

## TNCompass PIRS Amendment (2017-06-01)

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RANDA Solutions proposes the following contact amendment in order to provide services for new business requirements for the TNCompass application software. The software enhancements include continued service from the current RANDA project manager, business analyst, development, and quality assurance staff.

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- Communicate early and often with all stakeholders,
- Trust subject matter experts and technical experts, and
- Reiterate the design cycle to identify mistakes before they are implemented.

### Personnel Information Reporting System

The project objective is to replace a legacy system and include business rules in TNCompass to support State law compliance with educator staff experience and salary data. On completion of the scope of work, the Tennessee Department of Education will be able to create and maintain a State-wide salary schedule, correct historical salary and experience records for educators, and comply with TCA §49-5-402. School districts will be enabled to copy previous salary schedules, set educator salary levels, make adjustments for local incentives, and view current educator salary reports. All data entered by school districts will be driven by the existing staff roster management features in TNCompass. For purposes of advancing an educator's teaching license, TNCompass will automatically display experience data in the electronic license application.

### Project Scope

- Allow creation of State minimum salary schedule by the department,
- Provide tools to allow State/LEAs to create and copy salary schedules from their prior schedule and/or State schedule,
- Give capability for State/LEAs to manage their local salary schedules (view, edit, delete),
- Provide tools to allow State/LEAs to manage their educator salary assignments (add additional, edit existing),
- Grant capability to record status for educators on military leave and retired,
- View capability of an educator's total salary for all assignments,
- Enhancements to existing TNCompass staff assignment feature to allow staffing of licensed, non-instructional employees,
- Enhancements to existing TNCompass permissions feature to control accessibility of salary data,
- Enhancements to auto-populate educator experience annually for use in licensure determination,
- Include editor to apply corrections to historical experience records (MLO and PIRS history),
- Add role-based and user specific permissions to control access to sensitive data, personnel records and State/LEA administrative functions,
- Migrate 2016-2017 salary schedule data, assignment codes, and positions from the existing PIRS application,
- Provide December 1 report for State/LEAs, and

- Provide year-end report for State/LEAs
- At conclusion of scope execution, the legacy reporting system (PIRS) is to be discontinued by TDOE business processes

**Development Cost Table (non-recurring)**

Feature Area	Cost \$	Estimated Delivery	Requirements notes/details
Salary Schedule Management	\$18,000.00	10 weeks ARO	Administrative tool that allows the State to create and manage a State minimum schedule for each fiscal year <ul style="list-style-type: none"> <li><input type="checkbox"/> Add new fiscal year</li> <li><input type="checkbox"/> Set fiscal year availability for LEA schedule creation</li> <li><input type="checkbox"/> Create a new schedule                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Add salary effective date</li> <li><input type="checkbox"/> Add/edit salary schedule types (i.e. Teacher and Principals, Other Local, System Wide)</li> <li><input type="checkbox"/> Add/edit/delete education levels to salary schedule types</li> <li><input type="checkbox"/> Add/edit/delete years of experience</li> <li><input type="checkbox"/> Add salary dollar amounts to education level and experience matrix</li> </ul> </li> <li><input type="checkbox"/> Copy a prior fiscal year schedule</li> <li><input type="checkbox"/> View only capability for prior fiscal year salary schedules</li> <li><input type="checkbox"/> Import capability for salary schedules</li> </ul>
LEA Salary Management	\$22,000.00	12 weeks ARO	Administrative tool that allows the LEA to copy a salary schedule from the State minimum or prior year schedule <ul style="list-style-type: none"> <li><input type="checkbox"/> View capability of existing schedule matrix and/or notification to create schedule</li> <li><input type="checkbox"/> Ability to copy new salary schedule from State minimum</li> <li><input type="checkbox"/> Ability to copy new salary schedule from prior fiscal year LEA schedule</li> <li><input type="checkbox"/> Set % increase of State salary</li> <li><input type="checkbox"/> Set % local portion above State salary</li> <li><input type="checkbox"/> Increase local salary by dollar amount</li> <li><input type="checkbox"/> Selection of education levels to copy</li> <li><input type="checkbox"/> Ability to delete schedule and auto-remove all educator assignments</li> <li><input type="checkbox"/> Import capability for salary schedules</li> <li><input type="checkbox"/> Capability to certify salary data reports</li> </ul>

<p>Personnel Salary Assignments</p>	<p>\$26,000.00</p>	<p>16 weeks ARO</p>	<p>Administrative feature that enables the LEA to make salary assignments for staffed personnel</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dashboard/view feature for LEA that displays educator assignments and indicates missing assignments</li> <li><input type="checkbox"/> Ability to add/edit a salary assignment for an educator             <ul style="list-style-type: none"> <li><input type="checkbox"/> Select salary schedule</li> <li><input type="checkbox"/> Select current status</li> <li><input type="checkbox"/> Select regular/Federal</li> <li><input type="checkbox"/> Enter paid months and days</li> <li><input type="checkbox"/> Enter # Teacher Supervises</li> <li><input type="checkbox"/> Enter Contract \$</li> <li><input type="checkbox"/> Enter Local / Federal Supplement dollars</li> </ul> </li> <li><input type="checkbox"/> Ability to edit/delete existing assignments</li> <li><input type="checkbox"/> Ability to enter secondary/additional assignment with percent of time in assignments</li> <li><input type="checkbox"/> Ability to set status of personnel on military leave, retired, or inactive for the December 1 report</li> <li><input type="checkbox"/> Ability to specify headcount for non-instructional users</li> <li><input type="checkbox"/> Import capability for salary assignments</li> </ul>
<p>Staff Assignments</p>	<p>\$14,000.00</p>	<p>16 weeks ARO</p>	<p>Allows the staffing and management of non-instructional personnel with educators licenses to satisfy requirements of TCA §49-5-402.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Enhancements to staff assignments feature, application views, and application queries</li> <li><input type="checkbox"/> Addition of non-instructional designation for licensed personnel at LEA and school levels</li> <li><input type="checkbox"/> Enhancements to Excel import template feature for bulk loading non-instructional staff assignments</li> </ul>
<p>Permissions and Settings</p>	<p>\$5,000.00</p>	<p>18 weeks ARO</p>	<p>Creation of permissions to control salary management feature access and availability</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Addition of settings to control feature availability</li> <li><input type="checkbox"/> New State salary management permission</li> <li><input type="checkbox"/> New LEA salary management permission</li> <li><input type="checkbox"/> New non-instructional staffing permission to allow addition of non-instructional personnel in staff assignments feature</li> </ul>
<p>Licensure Experience</p>	<p>\$6,000.00</p>	<p>22 weeks ARO</p>	<p>Automates creation of experience records from salary data based on business rules of acceptable experience for licensure</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Automated process to create educator experience records for use in license renewals</li> <li><input type="checkbox"/> New permission to edit historical experience</li> <li><input type="checkbox"/> Historical experience editing capability to correct data problems</li> </ul>

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Data Migration and Implementation	\$12,000.00	as related features are delivered	<p>Data services and operations to migrate historical data identified as necessary</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Migration of domains for assignments, codes, salary schedule types, and education levels</li> <li><input type="checkbox"/> Migration of 2016-2017 salary schedules for State and LEAs</li> <li><input type="checkbox"/> Other identified data pertinent to items in this scope of work</li> <li><input type="checkbox"/> Migration of Highly Qualified data (from MLO historical)</li> <li><input type="checkbox"/> Migration of Career Ladder data (from MLO historical)</li> </ul>
Reporting	\$15,000.00	as related features are delivered	<p>Development and reports to satisfy reporting deadlines</p> <p>Report compatibility:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> All reports compatible for excel and CSV export</li> <li><input type="checkbox"/> Reports may be generated for all LEAs</li> <li><input type="checkbox"/> Reports may be generated for individual LEAs</li> </ul> <p>Reports to deliver:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> December 1 report</li> <li><input type="checkbox"/> Year-end report</li> <li><input type="checkbox"/> ASR Non-licensed report</li> <li><input type="checkbox"/> LEA schedule status report</li> </ul>
Training and user guides		as related features are delivered	<ul style="list-style-type: none"> <li><input type="checkbox"/> User guides available for download as PDFs</li> <li><input type="checkbox"/> Training site available with test user accounts and data</li> </ul>
<b>Development Total Cost</b>	<b>\$118,000.00</b>		

**Annual Maintenance and Support Cost Table (recurring)**

Fiscal year	Scope Covered / Reason for Extension	Cost \$
2018	Salary Management maintenance and support	\$25,000
2019	Salary Management maintenance and support	\$25,000

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## TNCompass edTPA Amendment (06-01-2017)

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- Reiterate the design cycle to identify mistakes before they are implemented.

### TNCompass edTPA Integration

The Tennessee State Board of Education adopted edTPA, in addition to Praxis, as one of the required assessments for individuals applying for initial teacher licensure. Pearson administrates the assessment and reports the data to the Tennessee Department of Education utilizing the SFTP transfer of a delimited text file. The Tennessee Department of Education desires to have the edTPA assessment data in TNCompass and displayed as part of the educator licensure profile. Upon completion of the scope of work, TNCompass will continually import the delimited text file, display the assessment results on the licensure profile, and provide a passed or failed indication for each record.

### Project Scope

- Provide a data import package that routinely executes at a specified interval for the delimited text file
- Integrate edTPA assessment data into TNCompass
- Display a passed or failed status on each exam record
- Provide an edTPA import status on the administrative dashboard

**Development Cost Table (non-recurring)**

<b>Effort Area</b>	<b>Cost \$</b>	<b>Notes</b>
edTPA integration development	\$3,750.00	Includes turnkey development of user interface, user experience, and automation of import package
Project Management	\$1,000.00	
Business Analysis	\$1,050.00	
Deployment	\$1,250.00	
Testing	\$300.00	
<b>Development Total Cost</b>	<b>\$7,350.00</b>	<i>Funded by Tennessee SCORE and provided here for documentation only not included with Contract Amendment 2 funds</i>

**Annual Maintenance and Support Cost Table (recurring)**

<b>Funding - FY</b>	<b>Scope Covered / Reason for Extension</b>	<b>Cost</b>	<b>Notes</b>
2017	edTPA maintenance and support (March 2017 - June 2017)	<b>\$ 490.00</b>	<i>Funded by Tennessee SCORE and provided here for documentation only not included with Contract Amendment 2 funds</i>
2018	edTPA maintenance and support	<b>\$ 1,470.00</b>	
2019	edTPA maintenance and support	<b>\$ 1,470.00</b>	

## TNCompass EPP Annual Reports and Continuous Improvement Data Capture (06-01-2017)

RANDA Solutions proposes the following contact amendment in order to provide services for new business requirements for the TNCompass application software. The software enhancements include continued service from the current RANDA project manager, business analyst, development, and quality assurance staff.

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### Epp Annual Reports and Continuous Improvement Data Capture

The department needs a systematized process for Educator Preparation Providers (EPPs) to submit data for EPP Annual Reports, Report Card, and continuous improvement initiatives that are not collected as part of the process of recommending candidates for licensure.

Today, Educator Preparation Providers (EPPs) perform data entry in TNCompass for the purpose of recommending educator candidates for licensure. Additionally, a separate process exists for submission of program completer data by EPPs, as required by the state board of education, for the production of Annual Reports and Report Cards on Educator Preparation. Dual entry processes create an opportunity for misalignment of data, in this case between TNCompass, Annual Reports, and Report Cards, which requires additional department time and resources dedicated to matching data from different sources and performing quality assurance checks prior to production of the reports. Enabling EPP data entry of all completer data related to Annual Reports, Report Card, and EPP continuous improvement initiatives in TNCompass is vital to ensuring capture of all required data, data quality, and accurate reporting by the department.

### Project Scope

- Design and develop functionality to support two user workflows (and the associated database fields) for:
  - EPP data entry
  - EPP final validation of completer data (the department will determine a date annually for closing data entry of candidate data by the EPP for Annual Reports and Report Card on Educator Preparation)
- Create functionality for batch upload of missing completer data for large EPPs (flat file import)
- Add additional data elements to be captured in TNCompass to the TNCompass/EPP Portal API to be passed to the EPP Portal for production of Annual Reports.

**The additional data elements to be captured in TNCompass shall include:**

- Admitted on appeal
- Ethnicity
- Race

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- Gender
- Type of Program
- Type of Clinical Practice
- Degree Awarded
- Degree Completion Date
- Mentor Teacher Last Name
- Mentor Teacher First Name
- Mentor Teacher License Number
- Program/Major GPA
- Undergraduate GPA
- ACT Composite Score
- ACT Reading Score
- ACT Science Score
- ACT English Score
- ACT Math Score
- ACT Writing Score
- SAT Cumulative Score
- SAT Math Score
- SAT Verbal (Critical Reading) Score
- GRE Composite Score
- GRE Verbal Score
- GRE Quantitative Score
- Miller Analogies Test
- Completer program information (*This feature/set of fields would ship disabled, for the department to enable at a later date*):
  - Program Code
  - Program Type
    - Undergraduate
    - Post Bac
      - Degree
      - Non-Degree
    - Clinical Type
      - Internship
      - Job Embedded
      - Student Teaching

**Development Cost Table (non-recurring)**

<b>Effort Area</b>	<b>Cost \$</b>	<b>Notes</b>
EPP completer data entry	\$ 20,000.00	Create the EPP completer data model and user interface for data entry.  Includes the ability to validate the data on entry.  Includes the ability to batch import and validate completer data from a provided Excel file template.
EPP completer final validation	\$ 12,500.00	Define and create a validation and EPP submission verification process.
Enhancements to existing TNCompass Webservice API	\$ 10,000.00	Define and create new methods to be added to the existing TNCompass web services.
<b>Development Total Cost</b>	<b>\$ 42,500.00</b>	

**Annual Maintenance and Support Cost Table (recurring)**

<b>Funding - FY</b>	<b>Scope Covered / Reason for Extension</b>	<b>Cost</b>
2018	EPP Annual Reports and Continuous Improvement Data Capture Support and Maintenance	\$ 8,500.00
2019	EPP Annual Reports and Continuous Improvement Data Capture Support and Maintenance	\$ 8,500.00

## TNCompass Work-Based Learning (WBL) Certificates (06-01-2017)

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### Training Certificates

The scope of the project is to replace a legacy application referred to as the "training tables". The application's purpose is to allow Tennessee Department of Education staff to view and manage educator training certificates. Currently, the department uses the training tables to add work-based and service learning endorsements to educator licenses. The department also tracks certificates for Work-Based Learning (WBL), finance training, and Project Lead the Way (PLTW). Verification of training requirements completed by educators are used by the Career and Technical Education department to issue license endorsements. The WBL certificates and renewals are tracked in a Microsoft Access database; the department would like to migrate historical data into TNCompass as a longer-term solution and retire the legacy database.

### Project Scope

- Integrate training certificate history with the TNCompass educator profile (teacher dashboard).
- Add features to allow entry of new training certificates in TNCompass.
- Update existing permissions to handle role access and visibility of training certificate data.
- Migrate historical training table data and retire the legacy application.
- Build the Work-Based Learning certification process.
- Migrate historical Work-Based Learning data and retire the legacy Microsoft Access database.

**Development Cost Table (non-recurring)**

<b>Effort Area</b>	<b>Cost \$</b>	<b>Notes</b>
Educator training certificate development	\$5,500.00	Create the training certificate data model and website interface for TNCompass.  Integrate the training certificate data with other educator credentials (teacher dashboard)
Data migration (training table)	\$2,500.00	Migrate historical training table and domain data from legacy system/database.  Coordinate obsolescence of the legacy system/database with TDOE IT personnel.
Work-Based Learning (WBL)	\$8,000.00	Create workflows for the WBL certification and renewal processes. Includes the capability to utilize an existing excel import feature to mass import WBL certifications.
Data migration (WBL)	\$2,500.00	Migrate historical WBL certification data.  Coordinate obsolescence of the legacy system/database with TDOE IT personnel.
Role permissions and accessibility	\$2,500.00	Updates for existing permissions and features to control end-user access to data based on requirements.
<b>Development Total Cost</b>	<b>\$21,000.00</b>	

**Annual Maintenance and Support Cost Table (recurring)**

<b>Funding - FY</b>	<b>Scope Covered / Reason for Extension</b>	<b>Cost</b>
2018	Training Certificates (prorated August 2017-June 2018)	<b>\$ 3,850.00</b>
2019	Training Certificates	<b>\$ 4,200.00</b>

## TNCompass IPI Amendment (2017-06-01)

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### Instructional Partnership Initiative (IPI)

The objective of the project is to include business rules and web-based features in TNCompass to support and track the department's Instructional Partnership Initiative (IPI).

### Description

Include IPI tools and functions in TNCompass in a way that provides convenience and value for administrators, evaluators and educators that are already working in the system for required duties for licensure and evaluation. TNCompass is the targeted web application for this solution because it will provide a tighter integration of evaluation data and instructional partnering throughout the state. The existing management of staff in TNCompass may be used by the IPI process to save valuable time for district administrators and principals. The 3rd party algorithm for building match sets being used by the department will be utilized for this project in order to provide cost savings.

### Project Scope

- Allow external IPI match algorithm results to be imported into TNCompass from an Excel file and repeated on a frequency determined by the department,
- Create web-based data entry for indication of teacher matches/pairing and allow for corrections/revisions,
- Update system permissions for principals and other roles for access to IPI screens and information, and
- Update TNCompass user guides and materials for inclusion of IPI.

### Development Cost Table (non-recurring)

TNCompass enhancements to provide web-based features, import for algorithm results by third party, and principal administration. This option excludes the capability for TNCompass to automatically calculate the target teachers and available matches based on staff changes. TDOE state administrators can generate Excel exports and reports.

Feature Area for Option	Cost \$	Estimated delivery	Requirements notes/details
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Excel Import of target teacher algorithm results	25,000.00	10 weeks after receipt of PO	State administrative interface to import staff list of treatment schools with teacher match algorithm results; Treatment schools are implied by imported data for target teachers
User interface (new area) to allow principals to select and save teacher matches based on the up-to-date imported algorithm results	17,500.00	12 weeks after receipt of PO	TNCompass administrative page to support the principal capability to view, propose, and confirm pending teacher matches.  Update TNCompass evaluation page to display the paired teacher assignment.
Web-based Excel data export for all teacher pairings (state-wide and LEA/School specific)	3,500.00	12 weeks after receipt of PO	State administrator can export pairings into Excel for all or selected treatment schools; includes all target teachers and their pairing status
<b>Development Total Cost:</b>	<b>\$46,000.00</b>		

**Annual Maintenance and Support Cost Table (recurring)**

<b>Funding - FY</b>	<b>Scope Covered / Reason for Extension</b>	<b>Cost</b>
2018	TNCompass IPI maintenance and support (prorated August 2017-June 2018)	<b>\$ 4,125.00</b>
2019	TNCompass IPI maintenance and support	<b>\$ 4,500.00</b>

## TNCompass Evaluator Certification Data (06-01-2017)

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### Evaluator Certification

The scope of the project is to incorporate evaluator certification data from a 3rd party vendor into TNCompass as part of the educator record. The presence of certification data for an individual will permit them to conduct observations.

### Project Scope

- Daily file import of CSV file containing observer credentialing status by license number for teacher and leader observers.
- Creating a display of observer credentialing status on TNCompass dashboards.
- Allowing for revisions to business rules to observation system for controlling the permission to conduct an observation of a teacher or leader based on 'active' evaluator credentials.
- Creating a new report to export evaluator credentialing status out of TNCompass for troubleshooting/investigation of submitted data.
- Providing a method of tracking year of initial certification.
- The Contractor will submit an updated scope of work to the State for approval before beginning the work.

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**Development Cost Table (non-recurring)**

<b>Effort Area</b>	<b>Cost \$</b>	<b>Notes</b>
Evaluator certification	\$25,000.00	Includes items listed in the Project Scope section above.
<b>Development Total Cost</b>	<b>\$25,000.00</b>	

**Annual Maintenance and Support Cost Table (recurring)**

<b>Funding - FY</b>	<b>Scope Covered / Reason for Extension</b>	<b>Cost</b>
2018	Educator Certification (prorated August 2017-June 2018)	<b>\$ 4,583.33</b>
2019	Educator Certification	<b>\$ 5,000.00</b>

## Edison Contract Entry Record Status Reset Request

Request Date	2/23/2018
Edison Contract Record ID #	44121

### SECTION A – complete if the request does NOT involve a Summary Cover Sheet revision

Why was the record status set to Open?

To update the funding streams for the contract. Different teams are paying for different work and the summary sheet and Edison should be updated to reflect that.

Complete the schedule below to detail the exact changes made to the Edison record.  
(in lieu of completing the schedule, attach “before” and “after” Edison screen prints of revised fields)

EDISON FIELD ID	BEFORE REVISION ENTRY	POST REVISION ENTRY

### SECTION B – complete if the request involves a Summary Cover Sheet revision

Why is the Summary Cover Sheet revision necessary?

We are adding in new funding streams to cover work in the contract.

Does the revised Summary Cover Sheet document following this page detail all and highlight each necessary change from the prior Summary Cover Sheet?

YES     NO

### SECTION C – complete for ALL requests

Are ALL Edison record changes (if any) compliant with the subject contract (as amended)?

CONFIRMED     NOT CONFIRMED

Signature of Fiscal Officer (who reviewed the subject Edison Record & approved this request)

Chris Foley

Digitally signed by Chris Foley  
DN: cn=Chris Foley, o=Tenn Dept of  
Education, ou=OCFO,  
email=chris.foley@tn.gov, c=US  
Date: 2018.03.07 12:26:20 -06'00'

Fiscal Officer Title

Chris Foley, CFO



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 33150-00315	<b>Edison ID</b> 44121	<b>Contract #</b> n/a	<b>Amendment #</b> 2		
<b>Contractor Legal Entity Name</b> R&A Solutions, Inc. dba RANDA			<b>Edison Vendor ID</b> 000008992		
<b>Amendment Purpose &amp; Effect(s)</b> Increase maximum liability and update scope					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> November 15, 2019			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$387,538.33</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2015	\$0.00	\$725,000.00			\$725,000.00
2016	\$225,000.00	\$0.00			\$225,000.00
2017	\$468,725.00	\$27,840.00			\$496,565.00
2018	\$412,428.33	\$102,500.00			\$514,928.33
2019	\$292,670.00	\$14,000.00			\$306,670.00
<b>TOTAL:</b>	<b>\$1,398,823.33</b>	<b>\$869,340.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,268,163.33</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>CPO USE</i>		
<b>Speed Chart</b> (optional) Various		<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>	33150-00315
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<b>Edison ID</b>	44121
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<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>
2015	3315000000	ED00000731	114100	70803000	25000	EDRTTSDRACTT11	84.395	\$25,000.00
2015	3315000000	ED00000731	114100	70899000	25000	EDRTTSDRACTT11	84.395	\$700,000.00
2016	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$225,000.00
2017	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$425,625.00
2017	3310500000	ED00001050	369100	70803000	25000	EDSLDSIES160CAO	84.372 A	\$25,000.00
2017	3310500000	ED00001050	369100	70899000	25000	EDSLDSIES160CAO	84.372 A	\$2,840.00
2017	3310500000	ED00000030	265300	70803000	25000	n/a	n/a	\$43,100.00
2018	3310103000	ED00000574	527500	70803000	25000	n/a	n/a	\$78,000.00
2018	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$293,663.33
2018	3310500000	ED00001050	369100	70899000	25000	EDSLDSIES160CAO	84.372 A	\$56,500.00
2018	3310500000	ED00000030	265300	70803000	442500 0	n/a	n/a	\$21,900.00
2018	3310500000	ED00000069	365100	70803000	25000	n/a	n/a	\$1,470.00
2018	3311100000	ED00001062	341100	70803000	25000	EDBROWNUNIVER1 6		\$25,000.00
2018	3311100000	ED00001062	341100	70899000	25000	EDBROWNUNIVER1 6		\$21,000.00
2018	3314500000	ED00000040	100000	70803000	25000	n/a	n/a	\$17,395.00
2019	3310500000	ED00000118	368100	70803000	25000	n/a	n/a	\$263,260.00
2019	3310500000	ED00001050	369100	70803000	25000	EDSLDSIES160CAO	84.372 A	\$14,000.00
2019	3310500000	ED00000030	265300	70803000	25000	n/a	n/a	\$25,000.00
2019	3310500000	ED00000069	365100	70803000	25000	n/a	n/a	\$1,470.00
2019	3314500000	ED00000040	100000	70803000	25000	n/a		\$2,940.00

TOTAL

\$2,268,163.33



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 33150-00315	<b>Edison ID</b> 44121	<b>Contract #</b> n/a	<b>Amendment #</b> 3		
<b>Contractor Legal Entity Name</b> R&A Solutions, Inc. dba RANDA			<b>Edison Vendor ID</b> 0000008992		
<b>Amendment Purpose &amp; Effect(s)</b> Increase maximum liability and update scope					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> November 15, 2019			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>\$128,200.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2015	\$0.00	\$725,000.00			\$725,000.00
2016	\$225,000.00	\$0.00			\$225,000.00
2017	\$468,725.00	\$27,840.00			\$496,565.00
2018	\$412,428.33	\$102,500.00			\$514,928.33
2019	\$420,870.00	\$14,000.00			\$434,870.00
<b>TOTAL:</b>	<b>\$1,527,023.33</b>	<b>\$869,340.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,396,363.33</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>CPO USE</i>	
<b>Speed Chart</b> (optional) Various		<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**

RFS Number		33150-00315						
Edison ID		44121						
Fiscal Year	Department ID	Speedchart Number	Program Code	Account Code	Fund	Project/ Grant Code	CFDA #	Amount
2015	331500000	ED00000731	114100	70803000	25000	EDRTTTSDRACTT11	84.395	\$25,000.00
2015	331500000	ED00000731	114100	70899000	25000	EDRTTTSDRACTT11	84.395	\$700,000.00
2016	331050000	ED00000118	368100	70803000	25000	n/a	n/a	\$225,000.00
2017	331050000	ED00000118	368100	70803000	25000	n/a	n/a	\$425,625.00
2017	331050000	ED00001050	369100	70803000	25000	EDSLDSIES160CAO	84.372 A	\$25,000.00
2017	331050000	ED00001050	369100	70899000	25000	EDSLDSIES160CAO	84.372 A	\$2,840.00
2017	331050000	ED00000030	265300	70803000	25000	n/a	n/a	\$118,000.00
2018	331050000	ED00000118	368100	70803000	25000	n/a	n/a	\$293,663.33
2018	331050000	ED00001050	369100	70899000	25000	EDSLDSIES160CAO	84.372 A	\$56,500.00
2018	331050000	ED00000030	265300	70803000	25000	n/a	n/a	\$25,000.00
2018	331050000	ED00000069	365100	70803000	25000	n/a	n/a	\$1,470.00
2018	331110000	ED00001062	341100	70803000	25000	EDBROWNUNIVER1 6		\$25,000.00
2018	331110000	ED00001062	341100	70899000	25000	EDBROWNUNIVER1 6		\$21,000.00
2018	331450000	ED00000040	100000	70803000	25000	n/a	n/a	\$17,395.00
2019	331050000	ED00000118	368100	70803000	25000	n/a	n/a	\$353,460.00
2019	331050000	ED00001050	369100	70803000	25000	EDSLDSIES160CAO	84.372 A	\$14,000.00
2019	331050000	ED00000030	265300	70803000	25000	n/a	n/a	\$49,000.00
2019	331050000	ED00000069	365100	70803000	25000	n/a	n/a	\$15,470.00
2019	331450000	ED00000040	100000	70803000	25000	n/a		\$2,940.00
<b>TOTAL</b>								<b>\$2,396,363.33</b>

**AMENDMENT 3  
OF CONTRACT 44121**

This Amendment is made and entered by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and R&A Solutions, Inc. dba RANDA, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, 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.2 is deleted in its entirety and replaced with the following:

A.2. Definitions:

<b>SYSTEM TERMS</b>	
<b>Term</b>	<b>Definition</b>
Annual or Subscription License	A software product license that incurs a reoccurring fee (could be monthly, quarterly, annually, etc.), that includes all product updates and maintenance and support services. Under this licensing model, all license rights to usage of the software product/system end with the termination of the agreement.
Application Programming Interface (API)	Set of clearly defined methods that allow various applications to communicate data with one another
Azure (Windows Azure)	Windows Azure is Microsoft's operating system for cloud computing. Azure was designed to facilitate the management of scalable Web applications over the Internet. The hosting and management environment is maintained at Microsoft data centers. Azure uses "Automated Service Management" to facilitate application upgrading without compromising performance. Automated Service Management provides features such as load balancing, caching, fault tolerance and redundancy that are included to ensure high availability. Windows Azure supports a wide variety of Microsoft and third-party standards, protocols, programming languages and platforms. Examples include XML (Extensible Markup Language), REST (representational state transfer), SOAP (Simple Object Access Protocol), Eclipse, Ruby, PHP and Python.
Cloud	<p>The "cloud" is comprised of the following essential characteristics:</p> <ul style="list-style-type: none"> <li>• <b>On-demand self-service.</b> A consumer can independently and unilaterally provision computing capabilities, such as compute time, network connectivity and storage, as needed automatically without requiring human interaction with each service's provider.</li> <li>• <b>Broad network access.</b> Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms.</li> <li>• <b>Resource pooling.</b> The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources, but may be able to specify location at a higher level of abstraction (e.g., country, state, region or datacenter). Examples of computing resources include storage, processing (computing), memory, network bandwidth, and virtual machines.</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Rapid elasticity.</b> Capabilities can be rapidly and elastically provisioned, in some cases automatically, to quickly scale out and rapidly released to quickly scale in. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be purchased in any quantity at any time.</li> <li>• <b>Measured Service.</b> Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, compute, bandwidth, active user accounts, etc.). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.</li> </ul> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
Common Education Data Standards (CEDs)	<p>A specified set of the most commonly used education data elements to support the effective exchange of data within and across states, as students transition between educational sectors and levels, and for federal reporting. This common vocabulary will enable more consistent and comparable data to be used throughout all education levels and sectors necessary to support improved student achievement.</p> <p>The standards are being developed by NCES <a href="http://nces.ed.gov">http://nces.ed.gov</a> with the assistance of a CEDs Stakeholder Group that includes representatives from states, districts, institutions of higher education, state higher education agencies, early childhood organizations, federal program offices, interoperability standards organizations, and key education associations and non-profit organizations.</p> <p>More information on CEDs can be found at <a href="http://nces.ed.gov/programs/ceds/">http://nces.ed.gov/programs/ceds/</a> .</p>
Ed-Fi Data Standard	<p>The Ed-Fi data standard consists of the Ed-Fi Unifying Data Model and a data exchange framework:</p> <ul style="list-style-type: none"> <li>• Ed-Fi Unifying Data Model – The Ed-Fi Unifying Data Model (UDM) <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Unifying-Data-Model-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Unifying-Data-Model-1.2.pdf</a> is an enterprise data model of K–12 education data. It is designed to capture the meaning and inherent structure in the most important information in the K–12 education enterprise, in order to facilitate information sharing of education data. The UDM is expressed using Unified Modeling Language (UML) class diagrams and is independent of any interchange mechanism, database storage structure or application interface. The UDM is aligned to the Common Education Data Standards.</li> <li>• Data exchange framework – The data exchange framework defines mechanisms for securely exchanging and storing data contained in the UDM, based on industry standard and vendor neutral approaches. The data exchange framework includes       <ul style="list-style-type: none"> <li>○ Ed-Fi XML Core Schema <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Core-1.2.xsd">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Core-1.2.xsd</a> .zip and Standard Interchange Schemas <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Standard-Interchange-Schema-Overview-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Standard-Interchange-Schema-Overview-1.2.pdf</a> built upon the core schema</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Ed-Fi Logical Database Model (LDM) <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Logical-Database-Model-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Logical-Database-Model-1.2.pdf</a> for implementing an Operational Data Store (ODS)</li> <li>○ Ed-Fi REST API Design Guidelines <a href="http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-REST-API-Design-Guidelines-1.2.pdf">http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-REST-API-Design-Guidelines-1.2.pdf</a> .</li> </ul>
IaaS	<p>Cloud Infrastructure as a Service (IaaS). The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud physical infrastructure but has control over operating systems, storage, deployed applications, and possibly limited control of select networking components.</p> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
Interoperability	<p>A principle of using standardized data formats and data transport protocols to promote the effective exchange and utilization of data between two or more systems or system components. Interoperability is a core design principle for Tennessee Department of Education technology development and operations.</p>
Multihoming	<p>Refers to the condition of users affiliating with more than a single platform.</p>
Multitenancy	<p>A principle in software architecture where a single instance of the software runs on a server, serving multiple client organizations (tenants). Multitenancy is contrasted with a multi-instance architecture where separate software instances (or hardware systems) are set up for different client organizations. With a multitenant architecture, a software application is designed to virtually partition its data and configuration, and each client organization works with a customized virtual application instance. A key differentiator of "multitenancy" is a single schema shared among multiple tenants.</p>
On Premises Software	<p>On Premises Software is installed and run on computers on the premises (in the building) of the person or organization using the software, rather than at a remote facility, such as at a server farm or cloud somewhere on the internet. On-premises software is sometimes referred to as "shrinkwrap" software, and off-premises software is commonly called "software as a service" or "computing in the cloud".</p>
PaaS	<p>Cloud Platform as a Service (PaaS). The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.</p> <p>Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.</p>
Perpetual License	<p>A software product license acquired with a single, non-reoccurring fee, that grants continued customer usage of a particular software product/system without any limitation of time as long as the customer complies with all the relevant terms of the license</p>

	agreement. Under this model maintenance and support activities are typically separate items with non-perpetual terms.
SaaS	Cloud Software as a Service (SaaS). The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of provider-defined user-specific application configuration settings.  Consult the NIST (National Institute of Science and Technology) Special Publication 800-146 for further definition and details.
TNCompass	The name of the Educator Evaluation and Licensure system
User Guides	Handbook that demonstrates how to use the TNCompass system for internal and external users
<b>EDUCATION TERMS</b>	
(HQ) Highly Qualified	A teacher who has met federal guidelines related to the highly qualified provision under ESEA including: (1) Holding a BA/BS (2) Demonstrating content knowledge (3) Meeting licensure requirements.
Administrator	General term used to refer to 1) school based administrators (principals, assistant principals) 2) LEA administrators (LEA staff)
Advancement	Progression from an initial to a professional level of the educator license.
Assistant Principal	Refers to any administrators that generally report to the lead administrator (principal)
CAEP	Council for the Accreditation of Educator Preparation
Candidate	A person enrolled in an educator preparation program
Certificate	A special certification issued by the Office of Educator Licensing and is not a teacher license
CEO	Refers to superintendent/director of schools. Required to earn CEO credits each year.
Director of Schools	Leader of the LEA, also referred to as Superintendents.
District Experience	Approved experience by a specific district for salary purposes
Education Testing Service (ETS)	Manages and administers PRAXIS examinations
Educator	The word educator is used to describe a group of individuals that need a license to work in the state of Tennessee. This group includes teachers, assistant principals, principals, superintendents, school administrators, school counselors, school psychologists, interventionists, and supervisors, etc.
Educator Personal Profile	The general demographic data for an educator; such as, name, address, phone numbers, emails, text preferences, race, ethnicity, date of birth and social security number (SSN).
EIS	Education Information System – pre-K thru 12 State data collection system
EPP	Educator Preparation Program
ESEA	Elementary and Secondary Education Act
External User	Currently an external user is identified as a member of the public who searches for an Educator.
Hold	Disciplinary action on an educator record that prohibits any further action being taken on the license record.
Initial	The first issuance of a license.

Instructional Partnership Initiative (IPI)	An approach to teacher learning that offers a unique approach to high quality professional development by way of personalized professional learning, built-in flexibility, and data-based collaboration. Teachers are paired by observation indicators to collaborate together.
Instructional Supervisor	LEA level employee who supports both administrators and teachers in implementing the educational mission of the LEA
Internal User	Currently an internal user is any user aside from the public.
IS	Information Services
LEA	Local Education Agency a.k.a School Districts
License Calendar	Validity period of the license type
PDP's	Professional development points
PLP	Professional learning plan. Must be completed by administrator to complete TASL academy to advance license.
Tennessee Academy for School Leaders (TASL)	Tennessee Academy for School Leaders (TASL) provides high-quality professional learning opportunities for principals, assistant principals, and instructional supervisors that are aligned with the Tennessee Instructional Leadership Standards (TILS). These educators are required to complete an academy to advance their license as well as earning 28 hours of professional learning credit every two years.
Work Based Learning (WBL)	An approach that connects classroom-based instruction to develop employability skills and collaborative activities with industry to allow students to further explore career options
<b>LICENSE TERMS</b>	
Disciplinary Holds	Flag on an Educator's License due to pending or active disciplinary action at the LEA level
edTPA	Summative performance assessment used by educator preparation programs and that is required for all new educators in Tennessee starting in 2019
Licensing Specialist	State employee that processes and approves educator licenses for the TDOE.
NASDTEC	The National Association of State Directors of Teacher Education and Certification; national file received to update disciplinary action
National Board Certification	National Board Certified Teachers are highly accomplished educators who meet high and rigorous standards. National Board certified teachers have met these rigorous standards through intensive study, expert evaluation, self-assessment and peer review. National Board for Professional Teaching Standards offers 25 certificates that cover a variety of subject areas and student developmental levels.
OEL	Office of Educator Licensing
OEL Educator Record	The general data that describes the educational background, licenses, endorsements, specialties, PRAXIS exams, experience and electronic documents relevant to an Educator's record.
OEL Licensing Manager	Oversees the Office of Educator Licensing and all staff.
OEL Power User	An Office of Educator Licensing specialist who is charged with handling license status changes and disciplinary action on educator records in addition to normal office duties.
Pending (Work Queue)	User ability to place work in a pending status, i.e. pend till a specific document or when required documentation is provided.
Permit	An approval to teach but not a teacher license. A Permit application is submitted by the superintendent/director of schools stating an intent to employ an individual to fill a teaching vacancy when a licensed educator cannot be located.

PIRS	Personal Information Resource System which produces LEA reported experience and salary information on an annual basis
PPMO	Project Portfolio Management Office, Division of Information Services
PRAXIS	The Praxis Series; required assessments taken by teacher candidates as part of the certification process.
Principal	Refers to the lead administrator of a school
Professional Learning Credits	Points that must be earned by educators for the purpose of advancing or renewing a license. Credits may be earned in a variety of ways, including completing coursework, participating in seminars or conferences or achieving overall evaluation ratings of meeting expectations or higher.
Renewal	The repeated issuance of a license previously issued.
RTTT	Race to the Top; funding source for many TDOE system projects
SAS	Statistical Analysis System
Specialty	Amendment to a license.
State Experience	Experienced earned for working in a certified position in a Tennessee LEA or at the state level
Superintendent	Person in charge of the LEA, also known as Directors of Schools
TDOE	Tennessee Department of Education
Teach Tennessee	Accelerated teacher licensure program developed by TDOE
Teacher	Person in the classroom, leading instruction
Waiver	Exceptions to teach in Tennessee. An employment standard waiver can be issued by the TDOE if a teacher holding an Apprentice, Transitional or Professional License is scheduled to teach more than one course or more than two sections of one course outside the area of endorsement.
Work Queue	A work area per functional group that allows for work to be passed from one functional area to the other. i.e. Educator to EPP for Education Verification
<b>EVALUATION TERMS</b>	
Achievement Measure	This is a list of measures that is approved by the State Board of Education.
Achievement Scores	The appropriate score associated with the achievement measure.
Calculation Model	Evaluation Components and weights for a specific classification used to calculate a scale score.
Calculation weights	Individual weights assigned to an evaluation component.
Classification	A grouping of evaluation components for a specific school population.
Evaluation Components	Individual components used to build a calculation model.
Evaluation Record	The general data that captures the educator's evaluation experience; such as, school assignment(s), LEA assignment(s), grade level(s), subject level(s), rubric, license type and previous year effectiveness level.
GLADiS	A portfolio management system that allows non-tested subject areas to utilize the same framework as tested teachers in providing an assessment for evaluation.
Growth Measures	For tested teachers, the growth measure used in the evaluation is TVAAS, a statistical method that compares each student's actual growth to their projected growth. For teachers without individual TVAAS data for their grades and subjects, the growth measures will be school-wide TVAAS or other comparable measure
Instructional Supervisor	LEA staff that support the LEA strategic plan and implementation of support to educators
Master School Assignment	For teachers that teach in more than one school, this designation will be assigned by the LEA. This school will be who enters the choice of growth measure and achievement measure.

NIET	National Institute for Excellence in Teaching
Non-Tested Teacher	A teacher that does not have an individual growth score
Nullification	The process through which an educator can invalidate their Level of Overall Effectiveness (LOE)
Observation Form	The form that evaluators use to score rubric domains. The observation form should include all indicators for all associated domains.
Observation Score	The average of all indicators scored
Overall Level of Effectiveness Score	This is a 1 - 5 score calculated from the scale score.
Partial Year Exemption	Assigned to any Educator that does not have complete Evaluation data.
Portfolio	Student Growth Portfolio Models; a growth model which measures student growth between two points in time (point A to point B) for a representative sample of students in a classroom submitted by educators.
Refinement	Identification of where there is room for improvement in the classroom.
Reinforcement	Identification of what is working well in the classroom
Rubric	A defined set of standards for an educator type
Rubric Domain	A defined set of indicators
Scale Score	A score calculated from; observation score, achievement measure and growth measure.
Tested Teacher	A teacher that has an individual growth score
TVAAS	Tennessee Value-Added Assessment System - A statistical analysis of achievement data that reveals academic growth over time for students and groups of students such as those in a grade level or in a school.

2. The following is added as Contract section A.33.
- A.33. The Contractor shall update TNCompass to reflect changes to the Portfolio scoring functionality which includes:
- The ability for the system to store a non-numeric/null value(s) for the Portfolio score
  - Update TNCompass display text for Educators with Portfolio scores
  - Add business rules to the LOE scoring routine to ignore Portfolio component with non-numeric/null value(s)
  - Accommodate data update requests to remove Portfolio scores and set Educator SubType to Non-Tested Teacher
  - Complete development deliverables in Attachment N.
3. The following is added as Contract section A.34.
- A.34. The Contractor shall create an Educator Nullification option for each educator in TNCompass to select. Other developments to support the Nullification process include:
- Update TNCompass reports to reflect a Nullification selection
  - Carry forward Educator PDP's from 16-17 Academic Year
  - Update User Guides to show Nullification text and process
  - Update administrative edit feature to allow adding/removing Educator Nullification
  - Complete development deliverables in Attachment O.
4. The following is added as Contract section A.35.
- A.35. The Contractor shall create a new Educator type for Instructional Supervisor in TNCompass which includes:
- Create a new role for Instructional Supervisor
  - Create a new Evaluation Record for Instructional Supervisor

- c. Update reports to include Instructional Supervisor role
  - d. Update the Level of Effectiveness calculation routine to include the Instructional Supervisor
  - e. Complete development deliverables in Attachment P.
5. The following is added as Contract section A.36.
- A.36. The Contractor shall create a workflow to allow districts to submit Disciplinary Holds for Educator Licenses. This workflow should allow Director of Schools and those designated to be able to request a hold and submit evidence. The State Board Attorney and/or other authorized staff will have the ability to review and respond to the requests in a TNCompass work queue. Additional components include:
- a. Create the submission wizard user interface
  - b. Create a new permission for access to the wizard
  - c. Create the Disciplinary Hold work queue for review
  - d. Create a new permission for access to the work queue
  - e. Implementation of the permissions for existing Directors of Schools or designated district staff
  - f. Complete development deliverables in Attachment Q.
6. The following is added as Contract section A.37.
- A.37. The Contractor shall make enhancements to the Personnel Information Reporting System through modification of business rules for the year-end data submission and update reporting. Enhancements include:
- a. Modify the submission of year end experience to allow 0 months and 0 days to be entered without an assignment code
  - b. Modify the year end grid to remove the Inactive Status column
  - c. Modify the year end submission pop up to remove the Inactive/Retired/Military status for the educators
  - d. Modify the year end report to remove the Inactive/Retired/Military status column from the report
  - e. Modify the year end experience report to display the district name, district number, report certification status, date certified, user that certified
  - f. Modify the December 1 report to include each Educator degree information
  - g. Complete development deliverables in Attachment Q.
7. 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 two million three hundred ninety six thousand three hundred sixty three dollars and thirty three cents (\$2,396,363.33). 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.
8. Contract section C.3. is deleted in its entirety and replaced with the following:

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

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)*
Annual Maintenance & Support; A.13 (see a.- n. for annual individual component breakdown )  *Annual maintenance for new components in FY19 will be prorated based on actual support provided.	\$326,870.00
a. Educator Evaluation and Licensure	\$225,000.00
b. TASL	\$27,500.00
c. API	\$5,500.00
d. PIRS	\$25,000.00
e. edTPA	\$1,470.00
f. EPP Annual Reporting	\$8,500.00
g. Teacher training tables	\$4,200.00
h. IPI	\$4,500.00
i. Certification Data	\$5,000.00
j. Portfolio Incomplete	\$2,500.00
k. Nullification of Level of Overall Effectiveness	\$6,200.00
l. Instructional Supervisor Rubric	\$5,500.00
m. Disciplinary Workflow	\$2,000.00
n. PIRS Enhancements	\$4,000.00
License Fee; A.17	\$ 500,000.00
Subscription; A.17	\$ 0.00
Licensure Testing; A.19.b.	\$0.00 of Phase I of the Educator Management System (Actual Cost to be inserted before contract signing)
Evaluation Component Complete; A.19.c.	\$0.00 of Phase I of the Educator Management System (Actual Cost to be inserted before contract signing)

Licensure & Evaluation Integration; A.19.e.	\$0.00 of Phase I of the Educator Management System (Actual Cost to be inserted before contract signing)
Project Plan; A.20	\$0.00 of Phase I of the Educator Management System / upon submission and approval
Additional Work; A.16	\$0.00 of Phase I for the Educator Management System (Actual Cost to be inserted before contract signing)
Senior Project Manager (On-Site); A.7-A.10 and A.16	\$100.00/ per hour
Senior Project Manager (Off-Site); A.7-A.10 and A.16	\$95.00/ per hour
Project Manager (On-Site); A.7-A.10 and A.16	\$90.00/ per hour
Project Manager (Off-Site); A.7-A.10 and A.16	\$85.00/ per hour
Senior Business Analyst (On-Site); A.7-A.10 and A.16	\$105.00/ per hour
Senior Business Analyst (Off-Site); A.7-A.10 and A.16	\$100.00/ per hour
Business Analyst (On-Site); A.7-A.10 and A.16	\$100.00/ per hour
Business Analyst (Off-Site); A.7-A.10 and A.16	\$95.00/ per hour
Senior Developer (On-Site); A.7-A.10 and A.16	\$135.00/ per hour
Senior Developer (Off-Site); A.7-A.10 and A.16	\$125.00/ per hour
Developer (On-Site); A.7-A.10 and A.16	\$115.00/ per hour
Developer (Off-Site); A.7-A.10 and A.16	\$105.00/ per hour
Senior QA/Tester (On-Site); A.7-A.10 and A.16	\$75.00/ per hour
Senior QA/Tester (Off-Site); A.7-A.10 and A.16	\$65.00/ per hour
QA/Tester (On-Site); A.7-A.10 and A.16	\$65.00/ per hour
QA/Tester (Off-Site); A.7-A.10 and A.16	\$60.00/ per hour
Senior Technical Lead (On-Site); A.7-A.10 and A.16	\$95.00/ per hour
Senior Technical Lead (Off-Site); A.7-A.10 and A.16	\$85.00/ per hour
Technical Lead (On-Site); A.7-A.10 and A.16	\$75.00/ per hour
Technical Lead (Off-Site); A.7-A.10 and A.16	\$70.00/ per hour
Senior Systems Architect (On-Site); A.7-A.10 and A.16	\$165.00/ per hour
Senior Systems Architect (Off-Site); A.7-A.10 and A.16	\$155.00/ per hour
Systems Architect (On-Site); A.7-A.10 and A.16	\$155.00/ per hour

Systems Architect (Off-Site); A.7-A.10 and A.16	\$145.00/ per hour
Senior DBA (On-Site); A.7-A.10 and A.16	\$175.00/ per hour
Senior DBA (Off-Site); A.7-A.10 and A.16	\$165.00 /per hour
DBA (On-Site); A.7-A.10 and A.16	\$165.00/ per hour
DBA (Off-Site); A.7-A.10 and A.16	\$155.00/ per hour
Senior Trainer (On-Site); A.7-A.10 and A.16	\$65.00/ per hour
Senior Trainer (Off-Site); A.7-A.10 and A.16	\$55.00/ per hour
Trainer (On-Site); A.7-A.10 and A.16	\$55.00/ per hour
Trainer (Off-Site); A.7-A.10 and A.16	\$50.00/per hour
Development of Professional Development Component; A.24	\$180,000.00 as broken down in development table in Attachment F.
Development of Educator Preparation Portal API component; A.26	\$27,840.00 as broken down in development table in Attachment G.
Development of Personnel Information Reporting System; A.27	\$118,000 as broken down in development table in Attachment H.
Development of EPP Annual Reporting, A.29	\$42,500.00 as broken down in development table in Attachment J
Development of Teacher Training Tables, A.30	\$21,000.00 as broken down in development table in Attachment K
Development of IPI component, A.31	\$46,000.00 as broken down in development table in Attachment L
Development of educator certification data, A.32	\$25,000 as broken down in development table in attachment M
Development of portfolio incomplete status, A.33	\$17,500 as broken down in development table in attachment N.
Development of nullification for level of overall effectiveness, A.34	\$31,000 as broken down in development table in attachment O.
Development of instructional supervisor rubric, A.35	\$27,500.00 as broken down in development table in attachment P.
Development of instructional supervisor rubric, A.36	\$12,000.00 as broken down in development table in attachment Q.
Development of Personnel Information Reporting System Enhancements, A.37	\$17,500 as broken down in development table in attachment R.

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

as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

- c. The Contractor shall be compensated for changes requested pursuant to Scope of Services Section A. 16 and without a formal amendment of this contract based upon the payment rates detailed in the C.3 table above and as agreed provided that compensation to the Contractor for such "change order" work shall not exceed seven percent (7%) of the Phase I amount for the Educator Management System. If, at any point during the Contract period, the State determines that the cost of necessary "change order" work would exceed said maximum amount, the State may amend this Contract to address the need. The Contractor shall be compensated for additional work in an amount not to exceed the amount in C.3.b. table above and any additional amount will require an amendment to this Contract.

9. 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:

Kaitlin Reynolds, Director of Data and Strategic Projects  
 Tennessee Department of Education  
 710 James Robertson Parkway  
 Nashville, TN 37243  
[Kaitlin.Reynolds@tn.gov](mailto:Kaitlin.Reynolds@tn.gov)  
 Telephone # (615) 630-0202  
 FAX # (615) 532-8312

The Contractor:

Marty Reed, Chief Executive Officer  
 RANDA Solutions  
 5000 Meridian Blvd., Suite 400  
 Franklin, TN 37067  
[Marty.Reed@randasolutions.com](mailto:Marty.Reed@randasolutions.com)  
 Phone: (615) 467-6387  
 Direct #: (615) 915-5446  
 Fax: (615) 613-0517

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

- 10. Contract Attachment N attached hereto is added as a new attachment.
- 11. Contract Attachment O attached hereto is added as a new attachment.
- 12. Contract Attachment P attached hereto is added as a new attachment.
- 13. Contract Attachment Q attached hereto is added as a new attachment.
- 14. Contract Attachment R attached hereto is added as a new attachment.

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 January 15, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**R&A SOLUTIONS, INC. DBA RANDA:**

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**SIGNATURE**

**DATE**

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

**TENNESSEE DEPARTMENT OF EDUCATION**

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**DR. CANDICE MCQUEEN, COMMISSIONER**

**DATE**



## **TNCompass Portfolio Evaluation Updates (08-09-2018)**

RANDA Solutions proposes the following contract amendment to provide emergency business rule integration to the 2017-2018 school year teacher and instructional leader level of effectiveness determination. The software enhancements include continued service from the current RANDA project manager, business analyst, development, and quality assurance staff.

RANDA adheres to the principles and processes of agile software development and project management. As such, when improvements and new releases are introduced, all users seamlessly receive the updated versions (pending department approval if major user interface changes are involved). The guiding principles of our agile software development and project management processes are:

- Deliver and measure user satisfaction by rapidly delivering useful software,
- Embrace changes in requirements during any stage of development,
- Deliver working software in an iterative bi-weekly schedule,
- Define progress measures based on working software milestones,
- Encourage and enable direct connections and collaboration between business and technical team members,
- Communicate early and often with all stakeholders,
- Trust subject matter experts and technical experts, and
- Reiterate the design cycle to identify mistakes before they are implemented.

### **Summary**

In the 2017-2018 school year, portfolio scores may contain the letter "i" for incomplete. Teacher level of effectiveness will not calculate when the portfolio score contains a non-numeric value.

### **Project Scope**

- Updates to TNCompass to store a non-numeric/null value(s) for the portfolio score
- Update TNCompass display text for educators with portfolio scores
- Add business rules to the LOE scoring routine to ignore portfolio component with non-numeric/null value(s)
- Data update requests to remove portfolio scores and set EducatorSubType to Non-Tested Teacher



### Development Cost Table (non-recurring)

Feature Area	Cost \$	Estimated Delivery	Requirements notes/details
Store incomplete portfolio indicator	\$5,000.00	4 weeks ARO	Modify the import routines to store the "i" character from the imported file
Update display text on evaluations	\$2,500.00	4 weeks ARO	Update evaluations that use the portfolio component to display an alternate text when the portfolio score is an 'i'
Update LOE component scoring to ignore "i" value	\$5,000.00	4 weeks ARO	Update the LOE scoring method to not calculate the LOE score when the portfolio value is 'i'
Data edit requests to remove portfolio scores	\$5,000.00	4 weeks ARO	Weekly spreadsheets will be given to RANDA to remove educator portfolio scores. The educators subtype will be changed to Non-Tested Teacher so an LOE can be generated.
<b>Development Total Cost</b>	<b>\$17,500.00</b>		

### Annual Maintenance and Support Cost Table (recurring)

Fiscal year	Scope Covered / Reason for Extension	Cost \$
2019	Maintenance and Support (will prorate)	\$2,500.00
<del>2020</del>	<del>Maintenance and Support</del>	<del>\$2,500.00</del>



## **Process**

Upon signing of a contract amendment, our first priority will be to schedule a kick-off meeting to begin the consultation process with department officials and project stakeholders to solidify our understanding and clearly define project requirements, timelines, data interfaces and other project details.

## **Design Specification**

We will utilize an Agile user story approach to define each requirement with acceptance criteria. In collaboration with RANDA Project Managers (PMs) and Technologists and department PMs, stakeholders and designated officials we will analyze how each requirement or use case fits into the overall architecture of your TNCompass application. We will illustrate the integration of each requirement in a graphic depiction of each system and sub-system and then create detailed mock-ups of User Interfaces (UI) in each sub-system, where UI is required. We create Detailed Data Interface (DDI) specifications, in collaboration with the TDOE's IT personnel, project managers and stakeholders to detail access of your existing data assets, detail data definitions and business rules for validation of data, quality control and a data integration plan. DDI specifications identify each data source, meta-data descriptions for all data that is to be utilized, interface requirements with each source system, data import and export protocols and how data is to be utilized for the TNCompass application. We will then detail the data processing and reporting schedule, data elements, Quality Assurance (QA)/Quality Control (QC) validation, report format, distribution and exception handling and any iterative development you require.

## **Quality Management**

We allocate key staff project team members for quality management oversight and implementation. We fully recognize that project quality standards are critical to project success. We staff a team of quality assurance (QA) analysts to conduct regular testing and collaborate regularly with your project managers, stakeholders and officials to solicit and respond to feedback.

## **Issue Management and Escalation**

We manage issues and escalation following processes and requirements outlined in agreed upon documentation for issue management and escalation. We will continue with our current process for handling Tier 1, 2, and 3 support levels. RANDA maintains a team of QA and technical support analysts to respond to issues as they appear.



## Communication

RANDA incorporates communication requirements, as seen through our agile software development and project management process, into each (relevant) work tasking system to ensure compliance, speed, and transparency of development.

## Quality Assurance

RANDA's method for quality assurance is integral with agile software development. Throughout the development cycle, the QA team performs rigorous testing to prioritize code development targets. It is our policy to adhere to release standards required by the department project managers (PMs), stakeholders and officials and are responsive to your needs, whether you prefer more rapid releases with fewer changes or if you prefer less frequent releases with major upgrades rolled together.

We build and maintain a training/demo environment for production and testing purposes. This environment is populated with a sample data set to meet your specifications so that the software can be tested with real-world usage. The environment also allows the QA team, along with your project managers, stakeholders and designated UAT personnel, to test software modules and third-party component integration when needed. This technique allows your stakeholders, designated personnel and end users to play an integral role in developing new features and functions by experiencing how the software actually works. Department PMs, stakeholders and officials will work with the RANDA QA team to identify and prioritize targets for improvement.

With this approach, the role of the tester is to work as part of a cross-functional team with the business analysts, development team, and other testers. The QA team is involved in design definition and review. The group is responsible for the quality and accuracy of the sprint that is being released for the customer. A typical sprint duration is two weeks, which leads to a consistent rhythm of development. The sprint is designed, coded, and tested during the time allocation.

RANDA's QA activities during each sprint are as follows:

- **Test Condition preparation:** Test cases are written for each sprint item that has been planned. This technique allows for iterative testing by feature and not the entire project. Using these features tests, we test the integration points and business flows.
- **Execute test conditions:** As each sprint item is developed, it is turned over to QA for functional testing. The item is executed manually to ensure that it is working as expected based on previous design collaboration. Once the item has been verified in the QA environment, the item is marked as complete. For some items, an automated test case is then created and included in the Automated Regression Test Suite.



- **Integration Testing:** RANDA employs usage-model testing during which we run processing workloads that simulate real-world usage (e.g., through test data feeds). This tests our environment from a user perspective. Security is balanced against this real-world testing by populating the training environment with simulated data while following the parameters of real data from the client source.
- **Report Issue:** If an issue is found, a defect is opened and assigned to the project manager. The project manager will then assign the defect to the appropriate developer for resolution. Once the defect is resolved, it is assigned back to the QA team for verification and closure.
- **Acceptance Testing:** RANDA performs in-house black box acceptance testing to measure system performance against client specifications. We also perform User Acceptance Testing (UAT) in accordance with client specifications and policies to ensure that the product meets client needs. This testing can involve pilots across user subgroups as specified by client management. Test results are re-integrated into the development and release timeline based on client's analysis of the results' priority level.

### **Implementation/Transition**

System changes, following successful QA testing, are promoted into production as part of our agile software development and project management processes.

### **Training**

We will collaborate with the department PMs, stakeholders and officials to address all training requirements, to develop role-specific user guide content, help desk strategy, and any other required end user support and training. On-site training is available for department staff.



## **TNCompass Nullify 17-18 Level of Effectiveness for TNReady Problems (07-18-2018)**

RANDA Solutions proposes the following contract amendment to provide emergency business rule integration to the 2017-2018 school year teacher and instructional leader level of effectiveness determination. The software enhancements include continued service from the current RANDA project manager, business analyst, development, and quality assurance staff.

RANDA adheres to the principles and processes of agile software development and project management. As such, when improvements and new releases are introduced, all users seamlessly receive the updated versions (pending department approval if major user interface changes are involved). The guiding principles of our agile software development and project management processes are:

- Deliver and measure user satisfaction by rapidly delivering useful software,
- Embrace changes in requirements during any stage of development,
- Deliver working software in an iterative bi-weekly schedule,
- Define progress measures based on working software milestones,
- Encourage and enable direct connections and collaboration between business and technical team members,
- Communicate early and often with all stakeholders,
- Trust subject matter experts and technical experts, and
- Reiterate the design cycle to identify mistakes before they are implemented.

### **Summary**

In the 2017-2018 school year, the delivery of TNReady assessments experienced issues that warranted policy change to support the nullification of teacher effectiveness scores.

### **Project Scope**

- Create a educator Nullification option for each educator to select
- Update TNCompass reports to reflect a Nullification selection
- Carry forward educator PDP's from 16-17 Academic Year
- Update User Guides to show Nullification text and process
- Update Administrative Edit feature to allow adding/removing educator nullification



### Development Cost Table (non-recurring)

Feature Area	Cost \$	Estimated Delivery	Requirements notes/details
Create the nullification for educators process	\$10,000.00	4 weeks ARO	Update the educator PIN section to allow selection of Nullification. Update display text when nullification is selected
Update Observation Pacing to treat Nullified LOE like a PYE	\$8,000.00	4 weeks ARO	Update to pacing logic to treat nullification year as a PYE and look back to prior year(s) LOE.
Update reports to include Nullification	\$2,500.00	4 weeks ARO	Update reports to display a column that included users that nullified the LOE for the 17-18 AY.
Carry forward PDP's earned from 16-17 AY for Educator Licensure when 17-18 LOE is nullified	\$8,000.00	4 weeks ARO	Update the logic to use an educators 16-17 PDP's earned for the 17-18 PDP's when the LOE is nullified.
Update Administrative edit feature to allow adding/removing Nullification	\$2,500.00	8 weeks ARO	Modify the Admin edit feature to add/remove nullification with required documentation
User Guide updates		As related features are developed.	Update user guides to inform educators on how to nullify the LOE
<b>Development Total Cost</b>	<b>\$31,000.00</b>		



## Annual Maintenance and Support Cost Table (recurring)

Fiscal year	Scope Covered / Reason for Extension	Cost \$
2019	Maintenance and Support (will prorate)	\$6,200.00
<del>2020</del>	<del>Maintenance and Support</del>	<del>\$6,200.00</del>

### Process

Upon signing of a contract amendment, our first priority will be to schedule a kick-off meeting to begin the consultation process with department officials and project stakeholders to solidify our understanding and clearly define project requirements, timelines, data interfaces and other project details.

### Design Specification

We will utilize an Agile user story approach to define each requirement with acceptance criteria. In collaboration with RANDA Project Managers (PMs) and Technologists and department PMs, stakeholders and designated officials we will analyze how each requirement or use case fits into the overall architecture of your TNCompass application. We will illustrate the integration of each requirement in a graphic depiction of each system and sub-system and then create detailed mock-ups of User Interfaces (UI) in each sub-system, where UI is required. We create Detailed Data Interface (DDI) specifications, in collaboration with the TDOE's IT personnel, project managers and stakeholders to detail access of your existing data assets, detail data definitions and business rules for validation of data, quality control and a data integration plan. DDI specifications identify each data source, meta-data descriptions for all data that is to be utilized, interface requirements with each source system, data import and export protocols and how data is to be utilized for the TNCompass application. We will then detail the data processing and reporting schedule, data elements, Quality Assurance (QA)/Quality Control (QC) validation, report format, distribution and exception handling and any iterative development you require.

### Quality Management

We allocate key staff project team members for quality management oversight and implementation. We fully recognize that project quality standards are critical to project success. We staff a team of quality assurance (QA) analysts to conduct regular testing and collaborate



regularly with the your project managers, stakeholders and officials to solicit and respond to feedback.

### **Issue Management and Escalation**

We manage issues and escalation following processes and requirements outlined in agreed upon documentation for issue management and escalation. We will continue with our current process for handling Tier 1, 2, and 3 support levels. RANDA maintains a team of QA and technical support analysts to respond to issues as they appear.

### **Communication**

RANDA incorporates communication requirements, as seen through our agile software development and project management process, into each (relevant) work tasking system to ensure compliance, speed, and transparency of development.

### **Quality Assurance**

RANDA's method for quality assurance is integral with agile software development. Throughout the development cycle, the QA team performs rigorous testing to prioritize code development targets. It is our policy to adhere to release standards required by the department project managers (PMs), stakeholders and officials and are responsive to your needs, whether you prefer more rapid releases with fewer changes or if you prefer less frequent releases with major upgrades rolled together.

We build and maintain a training/demo environment for production and testing purposes. This environment is populated with a sample data set to meet your specifications so that the software can be tested with real-world usage. The environment also allows the QA team, along with your project managers, stakeholders and designated UAT personnel, to test software modules and third-party component integration when needed. This technique allows your stakeholders, designated personnel and end users to play an integral role in developing new features and functions by experiencing how the software actually works. Department PMs, stakeholders and officials will work with the RANDA QA team to identify and prioritize targets for improvement.

With this approach, the role of the tester is to work as part of a cross-functional team with the business analysts, development team, and other testers. The QA team is involved in design definition and review. The group is responsible for the quality and accuracy of the sprint that is being released for the customer. A typical sprint duration is two weeks, which leads to a consistent rhythm of development. The sprint is designed, coded, and tested during the time allocation.



RANDA's QA activities during each sprint are as follows:

- **Test Condition preparation:** Test cases are written for each sprint item that has been planned. This technique allows for iterative testing by feature and not the entire project. Using these features tests, we test the integration points and business flows.
- **Execute test conditions:** As each sprint item is developed, it is turned over to QA for functional testing. The item is executed manually to ensure that it is working as expected based on previous design collaboration. Once the item has been verified in the QA environment, the item is marked as complete. For some items, an automated test case is then created and included in the Automated Regression Test Suite.
- **Integration Testing:** RANDA employs usage-model testing during which we run processing workloads that simulate real-world usage (e.g., through test data feeds). This tests our environment from a user perspective. Security is balanced against this real-world testing by populating the training environment with simulated data while following the parameters of real data from the client source.
- **Report Issue:** If an issue is found, a defect is opened and assigned to the project manager. The project manager will then assign the defect to the appropriate developer for resolution. Once the defect is resolved, it is assigned back to the QA team for verification and closure.
- **Acceptance Testing:** RANDA performs in-house black box acceptance testing to measure system performance against client specifications. We also perform User Acceptance Testing (UAT) in accordance with client specifications and policies to ensure that the product meets client needs. This testing can involve pilots across user subgroups as specified by client management. Test results are re-integrated into the development and release timeline based on client's analysis of the results' priority level.

### **Implementation/Transition**

System changes, following successful QA testing, are promoted into production as part of our agile software development and project management processes.

### **Training**

We will collaborate with the department PMs, stakeholders and officials to address all training requirements, to develop role-specific user guide content, help desk strategy, and any other required end user support and training. On-site training is available for department staff.



## **TNCompass Instructional Supervisor Evaluation (07-18-2018)**

RANDA Solutions proposes the following contract amendment to provide TNCompass business rule integration for the 2018-2019 school year. The software enhancements include continued service from the current RANDA project manager, business analyst, development, and quality assurance staff.

RANDA adheres to the principles and processes of agile software development and project management. As such, when improvements and new releases are introduced, all users seamlessly receive the updated versions (pending department approval if major user interface changes are involved). The guiding principles of our agile software development and project management processes are:

- Deliver and measure user satisfaction by rapidly delivering useful software,
- Embrace changes in requirements during any stage of development,
- Deliver working software in an iterative bi-weekly schedule,
- Define progress measures based on working software milestones,
- Encourage and enable direct connections and collaboration between business and technical team members,
- Communicate early and often with all stakeholders,
- Trust subject matter experts and technical experts, and
- Reiterate the design cycle to identify mistakes before they are implemented.

### **Summary**

In the 2018-2019 school year, TDOE will be adding an Instructional Supervisor role with a corresponding evaluation and rubric.

### **Project Scope**

- Create a new educator type for Instructional Supervisor
- Create a new role for Instructional Supervisor
- Create a new evaluation model for Instructional Supervisor
- Update reports to include Instructional Supervisor role
- Update the level of effectiveness calculation routine to include the Instructional Supervisor



**Development Cost Table (non-recurring)**

Feature Area	Cost \$	Estimated Delivery	Requirements notes/details
Develop the rubric	\$5,000.00	4 weeks ARO	Build the rubric for District Staff roles
Update selected evaluation models to support the rubric	\$8,000.00	8 weeks ARO	Update all evaluation models to support non-educator staffed roles with the Instructional Supervisor rubric
Create non-educator evaluations to support the new rubric with possible evaluation component add-on's	\$12,000.00	10 weeks ARO	Create the non-educator evaluation for District Staff roles that will be observed on the new rubric
Role permissions and accessibility	\$2,500.00	10 weeks ARO	Update existing permission to allow district roles to access and evaluate District Staff
<b>Development Total Cost</b>	<b>\$27,500.00</b>		

**Annual Maintenance and Support Cost Table (recurring)**

Fiscal year	Scope Covered / Reason for Extension	Cost \$
2019	Maintenance and Support (will prorate)	\$5,500.00
<del>2020</del>	<del>Maintenance and Support</del>	<del>\$5,500.00</del>



## **Process**

Upon signing of a contract amendment, our first priority will be to schedule a kick-off meeting to begin the consultation process with department officials and project stakeholders to solidify our understanding and clearly define project requirements, timelines, data interfaces and other project details.

## **Design Specification**

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## **Quality Management**

We allocate key staff project team members for quality management oversight and implementation. We fully recognize that project quality standards are critical to project success. We staff a team of quality assurance (QA) analysts to conduct regular testing and collaborate regularly with the your project managers, stakeholders and officials to solicit and respond to feedback.

## **Issue Management and Escalation**

We manage issues and escalation following processes and requirements outlined in agreed upon documentation for issue management and escalation. We will continue with our current process for handling Tier 1, 2, and 3 support levels. RANDA maintains a team of QA and technical support analysts to respond to issues as they appear.

## **Communication**



RANDA incorporates communication requirements, as seen through our agile software development and project management process, into each (relevant) work tasking system to ensure compliance, speed, and transparency of development.

## Quality Assurance

RANDA's method for quality assurance is integral with agile software development. Throughout the development cycle, the QA team performs rigorous testing to prioritize code development targets. It is our policy to adhere to release standards required by the department project managers (PMs), stakeholders and officials and are responsive to your needs, whether you prefer more rapid releases with fewer changes or if you prefer less frequent releases with major upgrades rolled together.

We build and maintain a training/demo environment for production and testing purposes. This environment is populated with a sample data set to meet your specifications so that the software can be tested with real-world usage. The environment also allows the QA team, along with your project managers, stakeholders and designated UAT personnel, to test software modules and third-party component integration when needed. This technique allows your stakeholders, designated personnel and end users to play an integral role in developing new features and functions by experiencing how the software actually works. Department PMs, stakeholders and officials will work with the RANDA QA team to identify and prioritize targets for improvement.

With this approach, the role of the tester is to work as part of a cross-functional team with the business analysts, development team, and other testers. The QA team is involved in design definition and review. The group is responsible for the quality and accuracy of the sprint that is being released for the customer. A typical sprint duration is two weeks, which leads to a consistent rhythm of development. The sprint is designed, coded, and tested during the time allocation.

RANDA's QA activities during each sprint are as follows:

- **Test Condition preparation:** Test cases are written for each sprint item that has been planned. This technique allows for iterative testing by feature and not the entire project. Using these features tests, we test the integration points and business flows.
- **Execute test conditions:** As each sprint item is developed, it is turned over to QA for functional testing. The item is executed manually to ensure that it is working as expected based on previous design collaboration. Once the item has been verified in the QA environment, the item is marked as complete. For some items, an automated test case is then created and included in the Automated Regression Test Suite.
- **Integration Testing:** RANDA employs usage-model testing during which we run processing workloads that simulate real-world usage (e.g., through test data feeds). This



tests our environment from a user perspective. Security is balanced against this real-world testing by populating the training environment with simulated data while following the parameters of real data from the client source.

- **Report Issue:** If an issue is found, a defect is opened and assigned to the project manager. The project manager will then assign the defect to the appropriate developer for resolution. Once the defect is resolved, it is assigned back to the QA team for verification and closure.
- **Acceptance Testing:** RANDA performs in-house black box acceptance testing to measure system performance against client specifications. We also perform User Acceptance Testing (UAT) in accordance with client specifications and policies to ensure that the product meets client needs. This testing can involve pilots across user subgroups as specified by client management. Test results are re-integrated into the development and release timeline based on client's analysis of the results' priority level.

### **Implementation/Transition**

System changes, following successful QA testing, are promoted into production as part of our agile software development and project management processes.

### **Training**

We will collaborate with the department PMs, stakeholders and officials to address all training requirements, to develop role-specific user guide content, help desk strategy, and any other required end user support and training. On-site training is available for department staff.



## **TNCompass Disciplinary Hold Request Wizard and Workflow (08-15-2018)**

RANDA Solutions proposes the following contract amendment to provide TNCompass business rule integration for the 2018-2019 school year. The software enhancements include continued service from the current RANDA project manager, business analyst, development, and quality assurance staff.

RANDA adheres to the principles and processes of agile software development and project management. As such, when improvements and new releases are introduced, all users seamlessly receive the updated versions (pending department approval if major user interface changes are involved). The guiding principles of our agile software development and project management processes are:

- Deliver and measure user satisfaction by rapidly delivering useful software,
- Embrace changes in requirements during any stage of development,
- Deliver working software in an iterative bi-weekly schedule,
- Define progress measures based on working software milestones,
- Encourage and enable direct connections and collaboration between business and technical team members,
- Communicate early and often with all stakeholders,
- Trust subject matter experts and technical experts, and
- Reiterate the design cycle to identify mistakes before they are implemented.

### **Summary**

The Office of Educator Licensing and Preparation would like to create a workflow to allow districts to submit disciplinary holds for educator licenses. At the conclusion of the scope of work, Superintendents and those designated will be able to request a hold and submit evidence. The State Board Attorney will have the ability to review and respond to the requests in a TNCompass work queue.

### **Project Scope**

- Create the submission wizard user interface
- Create a new permission for access to the wizard
- Create the disciplinary hold work queue for review
- Create a new permission for access to the work queue
- Implementation of the permissions for existing superintendents or designated district staff



### Development Cost Table (non-recurring)

Feature Area	Cost \$	Estimated Delivery	Requirements notes/details
Create Add Hold Wizard	\$2,500.00	10weeks ARO	Create the wizard to allow superintendent and designee roles to submit a hold request on an educator license with required documentation.
Create data types & Configuration	\$3,500.00	10weeks ARO	<ul style="list-style-type: none"> <li>• Creation of a new transaction type - Hold Request</li> <li>• Creation of a new data element - Hold Request Documentation</li> <li>• Configuration of transaction type and data element with language, role permissions, and allowed attachment types</li> </ul>
Email notifications	\$1,500.00	10 weeks ARO	Notification and new template for approved/unapproved hold requests to the Superintendent.
Role permissions and accessibility	\$1,500.00	10 weeks ARO	Updates for existing permission and feature to control end-user access to the wizard and work queue
Training webinar	\$2,000.00	10 weeks ARO	Two 1.5 hour webinars for Superintendents with software demonstrations and Q&A.
User guides and help documentation		As related features are developed.	
<b>Development Total Cost</b>	<b>\$12,000.00</b>		

### Annual Maintenance and Support Cost Table (recurring)

Fiscal year	Scope Covered / Reason for Extension	Cost \$
2019	Maintenance and Support	\$2,000.00



Fiscal year	Scope Covered / Reason for Extension	Cost \$
<del>2020</del>	<del>Maintenance and Support</del>	<del>\$2,000.00</del>

## Process

Upon signing of a contract amendment, our first priority will be to schedule a kick-off meeting to begin the consultation process with department officials and project stakeholders to solidify our understanding and clearly define project requirements, timelines, data interfaces and other project details.

## Design Specification

We will utilize an Agile user story approach to define each requirement with acceptance criteria. In collaboration with RANDA Project Managers (PMs) and Technologists and department PMs, stakeholders and designated officials we will analyze how each requirement or use case fits into the overall architecture of your TNCompass application. We will illustrate the integration of each requirement in a graphic depiction of each system and sub-system and then create detailed mock-ups of User Interfaces (UI) in each sub-system, where UI is required. We create Detailed Data Interface (DDI) specifications, in collaboration with the TDOE's IT personnel, project managers and stakeholders to detail access of your existing data assets, detail data definitions and business rules for validation of data, quality control and a data integration plan. DDI specifications identify each data source, meta-data descriptions for all data that is to be utilized, interface requirements with each source system, data import and export protocols and how data is to be utilized for the TNCompass application. We will then detail the data processing and reporting schedule, data elements, Quality Assurance (QA)/Quality Control (QC) validation, report format, distribution and exception handling and any iterative development you require.

## Quality Management

We allocate key staff project team members for quality management oversight and implementation. We fully recognize that project quality standards are critical to project success. We staff a team of quality assurance (QA) analysts to conduct regular testing and collaborate regularly with the your project managers, stakeholders and officials to solicit and respond to feedback.



## **Issue Management and Escalation**

We manage issues and escalation following processes and requirements outlined in agreed upon documentation for issue management and escalation. We will continue with our current process for handling Tier 1, 2, and 3 support levels. RANDA maintains a team of QA and technical support analysts to respond to issues as they appear.

## **Communication**

RANDA incorporates communication requirements, as seen through our agile software development and project management process, into each (relevant) work tasking system to ensure compliance, speed, and transparency of development.

## **Quality Assurance**

RANDA's method for quality assurance is integral with agile software development. Throughout the development cycle, the QA team performs rigorous testing to prioritize code development targets. It is our policy to adhere to release standards required by the department project managers (PMs), stakeholders and officials and are responsive to your needs, whether you prefer more rapid releases with fewer changes or if you prefer less frequent releases with major upgrades rolled together.

We build and maintain a training/demo environment for production and testing purposes. This environment is populated with a sample data set to meet your specifications so that the software can be tested with real-world usage. The environment also allows the QA team, along with your project managers, stakeholders and designated UAT personnel, to test software modules and third-party component integration when needed. This technique allows your stakeholders, designated personnel and end users to play an integral role in developing new features and functions by experiencing how the software actually works. Department PMs, stakeholders and officials will work with the RANDA QA team to identify and prioritize targets for improvement.

With this approach, the role of the tester is to work as part of a cross-functional team with the business analysts, development team, and other testers. The QA team is involved in design definition and review. The group is responsible for the quality and accuracy of the sprint that is being released for the customer. A typical sprint duration is two weeks, which leads to a consistent rhythm of development. The sprint is designed, coded, and tested during the time allocation.

RANDA's QA activities during each sprint are as follows:



- **Test Condition preparation:** Test cases are written for each sprint item that has been planned. This technique allows for iterative testing by feature and not the entire project. Using these features tests, we test the integration points and business flows.
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- **Integration Testing:** RANDA employs usage-model testing during which we run processing workloads that simulate real-world usage (e.g., through test data feeds). This tests our environment from a user perspective. Security is balanced against this real-world testing by populating the training environment with simulated data while following the parameters of real data from the client source.
- **Report Issue:** If an issue is found, a defect is opened and assigned to the project manager. The project manager will then assign the defect to the appropriate developer for resolution. Once the defect is resolved, it is assigned back to the QA team for verification and closure.
- **Acceptance Testing:** RANDA performs in-house black box acceptance testing to measure system performance against client specifications. We also perform User Acceptance Testing (UAT) in accordance with client specifications and policies to ensure that the product meets client needs. This testing can involve pilots across user subgroups as specified by client management. Test results are re-integrated into the development and release timeline based on client's analysis of the results' priority level.

### **Implementation/Transition**

System changes, following successful QA testing, are promoted into production as part of our agile software development and project management processes.

### **Training**

We will collaborate with the department PMs, stakeholders and officials to address all training requirements, to develop role-specific user guide content, help desk strategy, and any other required end user support and training. On-site training is available for department staff.

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## TNCompass Salary Assignment Enhancements (08-21-2018)

RANDA Solutions proposes the following contract amendment to provide TNCompass business rule integration for the 2018-2019 school year. The software enhancements include continued service from the current RANDA project manager, business analyst, development, and quality assurance staff.

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- Deliver and measure user satisfaction by rapidly delivering useful software,
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- Communicate early and often with all stakeholders,
- Trust subject matter experts and technical experts, and
- Reiterate the design cycle to identify mistakes before they are implemented.

## Summary

For the 2019 Fiscal Year, the Tennessee Department of Education Office of Local Finance desires to enhance business rules and reports to the *Salary Reporting* module in TNCompass. Having fully completed the first version of scope of work during the 2018 fiscal year, RANDA Solutions has collected requirements for continued enhancements and proposes the following to modify business rules for the year-end data submission, update reports, and change data management and stewardship for charter school districts.

## Project Scope

- Modify the submission of year end experience to allow 0 months and 0 days to be entered without an assignment code
- Modify the year end grid to remove the Inactive Status column
- Modify the year end submission pop up to remove the Inactive/Retired/Military status for the educators
- Modify the Year End report to remove the Inactive/Retired/Military status column from the report
- Modify the Year End experience report to display the District Name, District Number, Is report certified? Y/N, Date Certified, User that certified
- Modify the December 1 report to include each educator degree information
- Change the salary data management and stewardship so that an LEA can report data for their charter schools



### Development Cost Table (non-recurring)

Feature Area	Cost \$	Estimated Delivery	Requirements notes/details
Data Collection, Reporting, and Business Rules	\$20,000.00	10-14 Weeks ARO	<ul style="list-style-type: none"> <li>• Modify the Year End report               <ul style="list-style-type: none"> <li>○ Remove the Inactive Status column from the Year End report</li> </ul> </li> <li>• Modify the Year End grid view and user interface               <ul style="list-style-type: none"> <li>○ Update the year end grid to remove the Inactive status column. Remove the status from the year end reporting pop up.</li> </ul> </li> <li>• Modify the Year End Experience Report               <ul style="list-style-type: none"> <li>○ Add District name, number to the report</li> <li>○ Add Certified By column to the report</li> <li>○ Add Date certified column to the report</li> <li>○ Add Is the report Certified? Y/N column to the report</li> </ul> </li> <li>• Modify the December 1 report               <ul style="list-style-type: none"> <li>○ Add educator degree column to the report</li> </ul> </li> <li>• Modify the Year End submission process               <ul style="list-style-type: none"> <li>○ Allow 0 months, 0 Days to be entered without an assignment code to mark the record complete.</li> </ul> </li> </ul>
<b>Development Total Cost</b>	<b>\$20,000.00</b>		

### Annual Maintenance and Support Cost Table (recurring)

Fiscal year	Scope Covered / Reason for Extension	Cost \$
2019	Maintenance and Support (will prorate)	\$4,000.00
<del>2020</del>	<del>Maintenance and Support</del>	<del>\$4,000.00</del>



## **Process**

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## **Design Specification**

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## Implementation/Transition

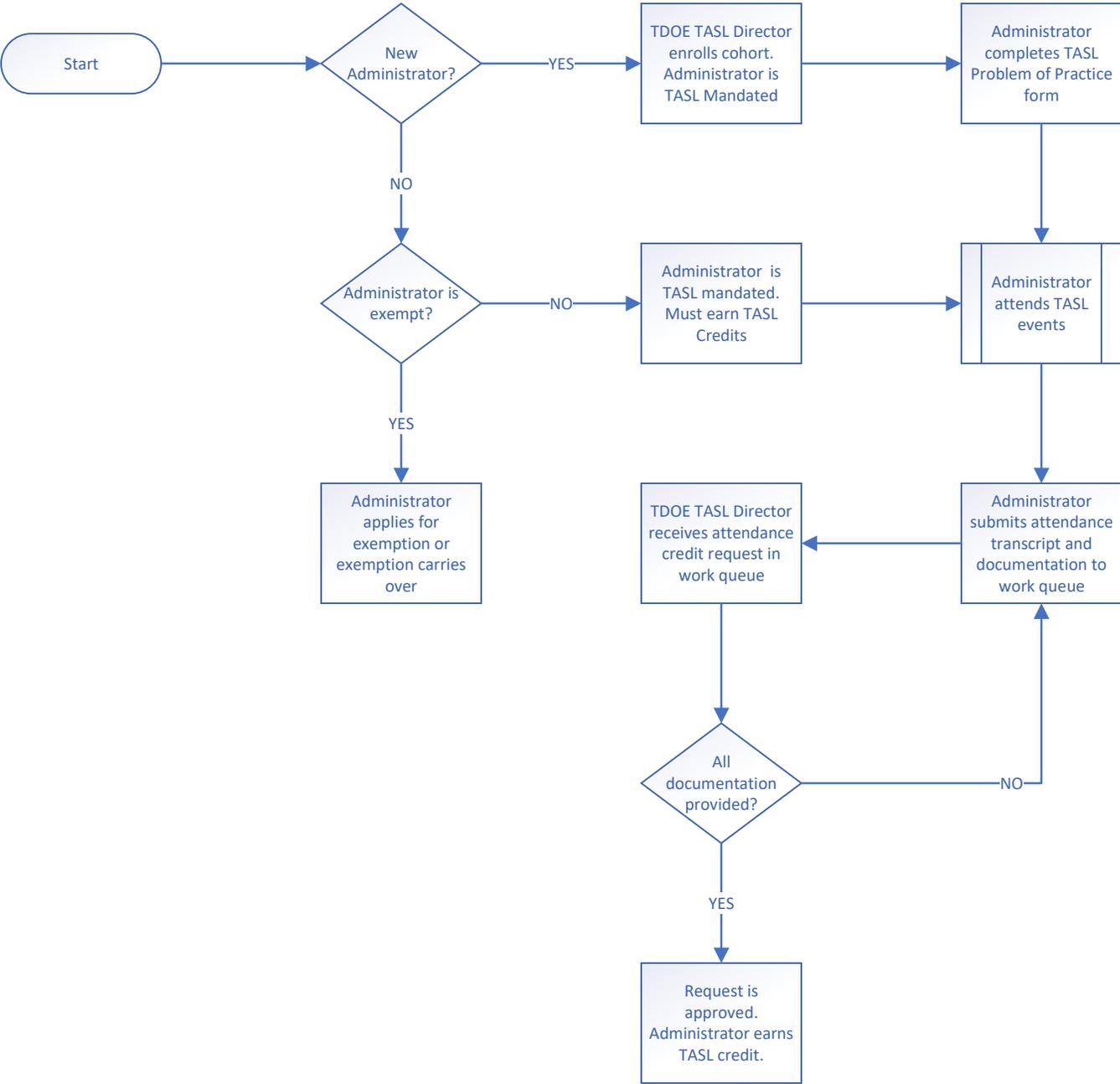
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## Training

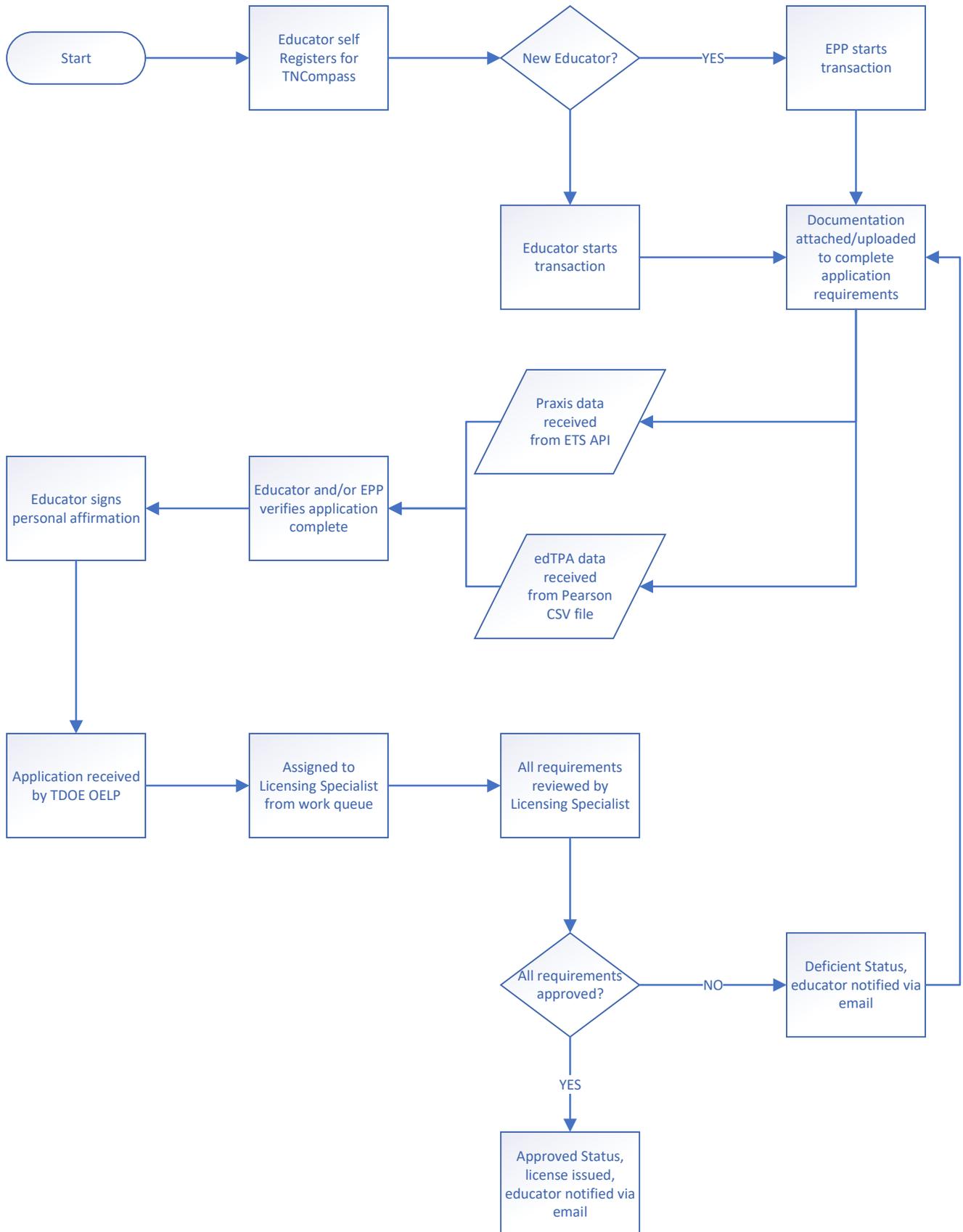


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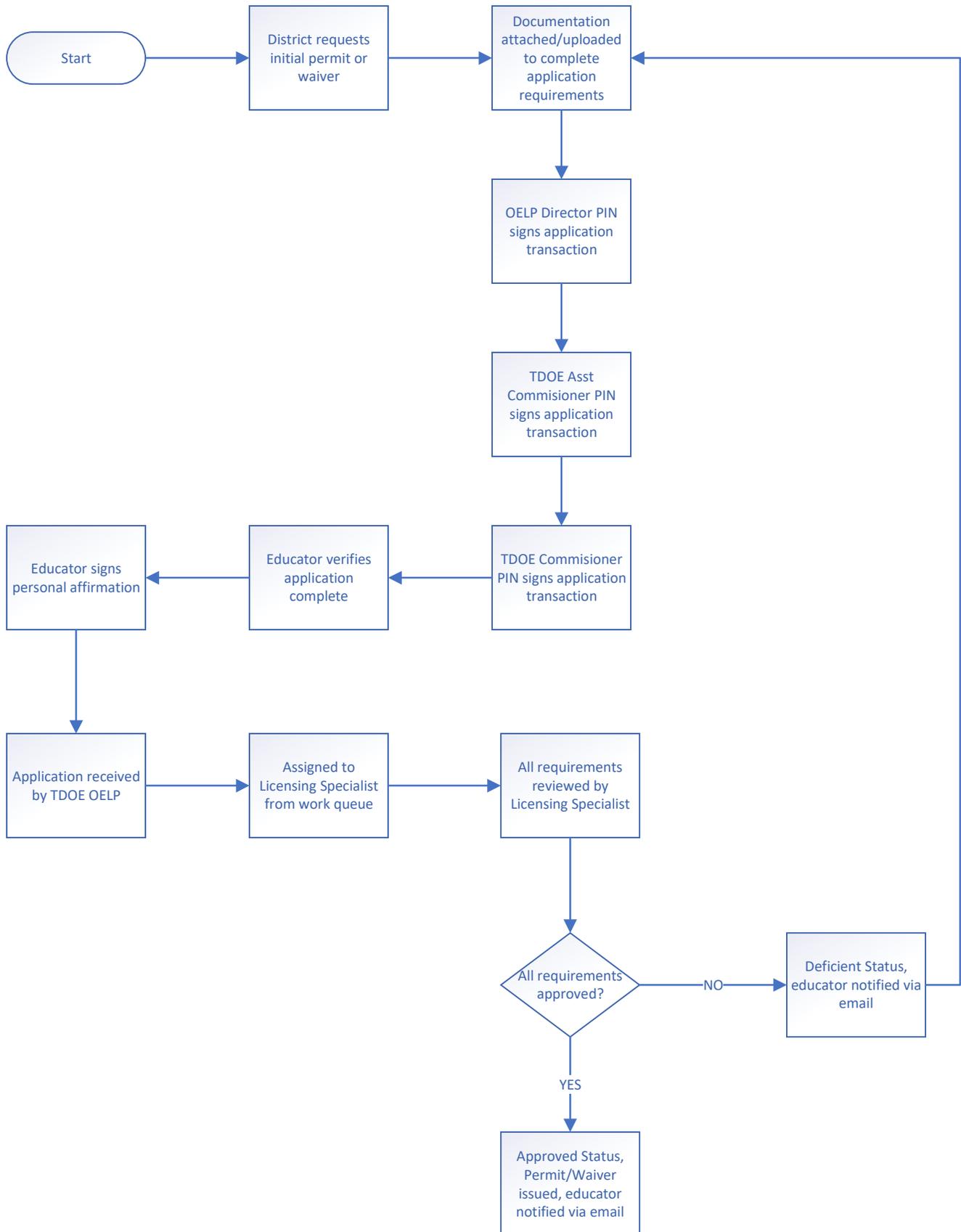
TNCompass TASL Workflow



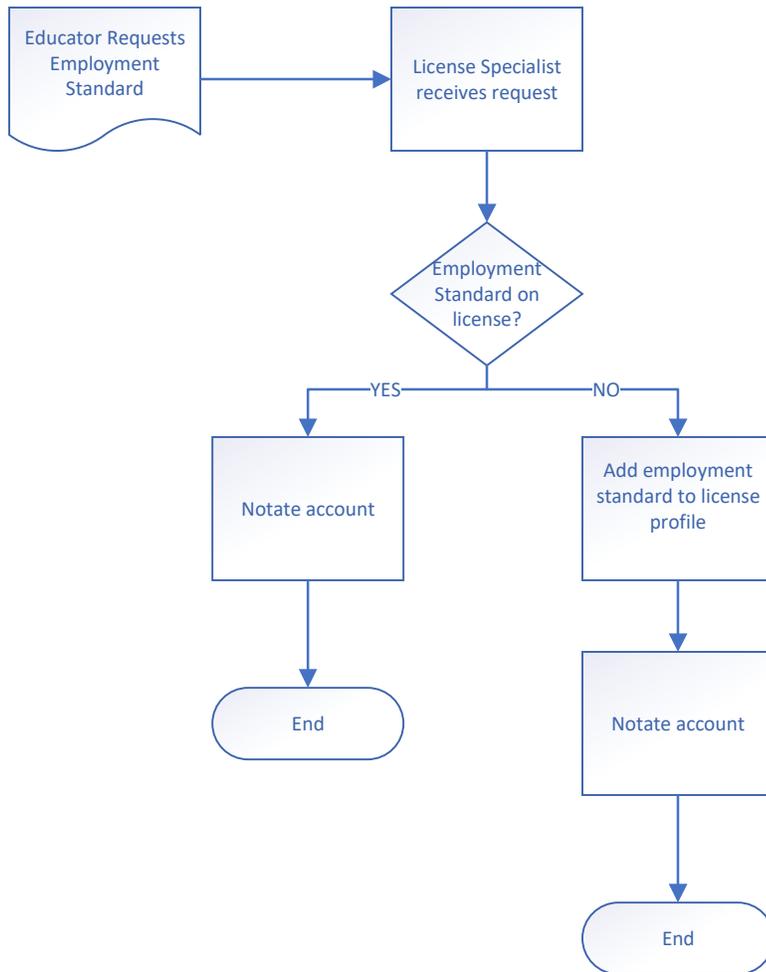
# TNCompass Licensure Workflow



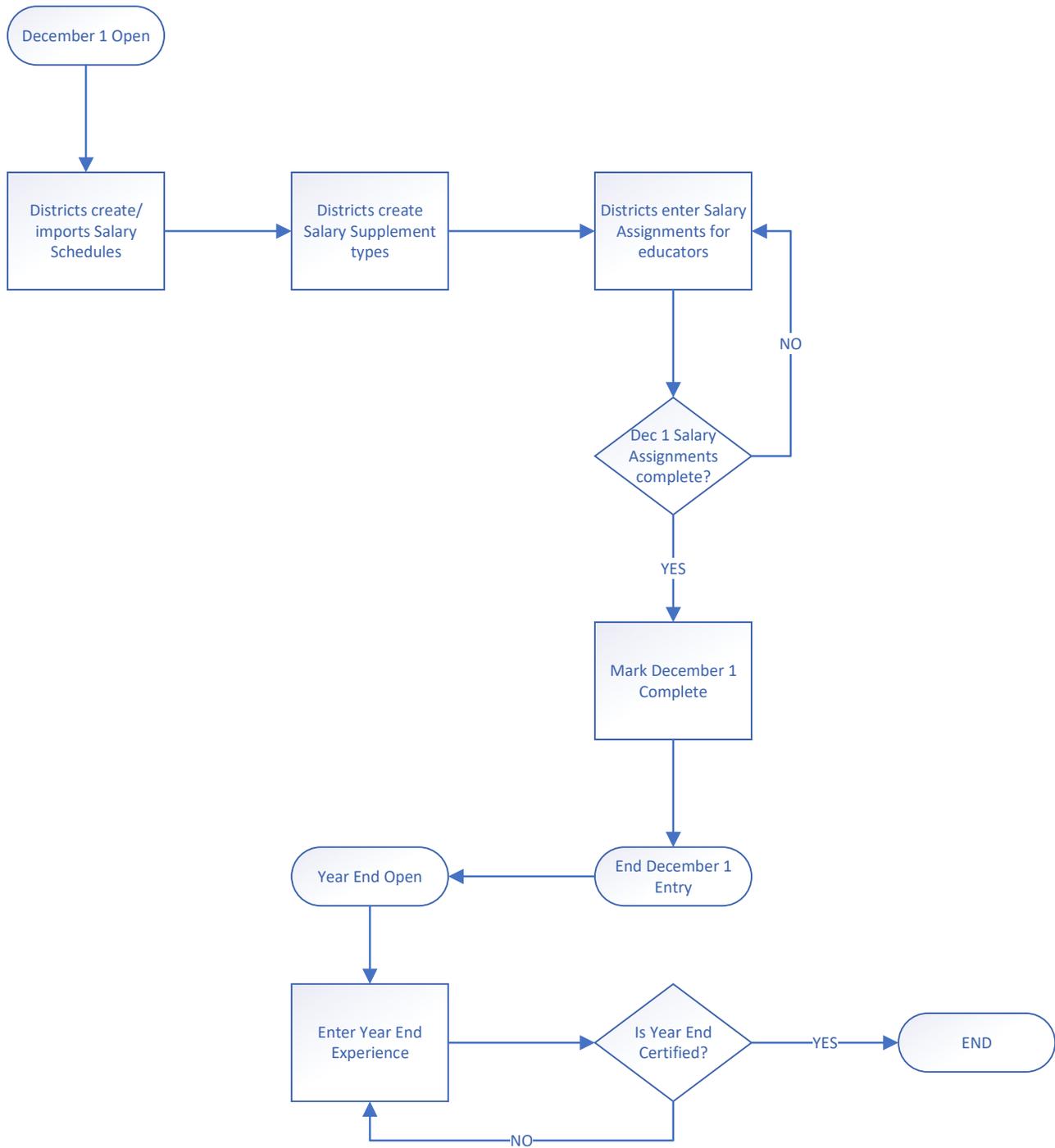
# TNCompass Permits/Waivers Workflow



# TNCompass Training Tables (Employment Standards)



# TNCompass Salary Assignment (PIRS) Workflow



# TNCompass EPP Annual Reporting (Completer Data Capture)

