



Fiscal Review Committee

Contract #: 44121

Tracking #: 33150-00315

1. Summary letter
2. Supplemental documentation form
3. Edison query in Excel
4. Amendment request form for amendment 2 (submitted on 5/25/2017)
5. STS endorsement
6. Original contract
7. Amendment 1
 - a. Amendment request
8. Supplemental Summary Sheet for Edison Record Reset, May 2017
9. Proposed amendment 2



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

BILL HASLAM
GOVERNOR

CANDICE MCQUEEN
COMMISSIONER

SUBMITTED VIA ELECTRONIC MAIL

TO: Fiscal Review Committee

FROM: Candice McQueen, Commissioner

DATE: May 18, 2017

RE: Request to appear before the fiscal review committee regarding non-competitive contract amendments for agency tracking #: 33150-00315

Please consider the enclosed request for a non-competitive contract amendment with R&A Solutions, Inc. dba RANDA. The existing contract for an educator management system (TNCompass) was originally procured through a formal competitive RFP process. This system provides support to aspiring and practicing educators throughout the life cycle of their career by allowing them to apply, monitor, and renew their licenses as well as monitor their evaluation data in one comprehensive database.

The purpose of this amendment is to enhance the functionality of the educator management system with additional supports incorporated into the licensure and evaluation portions. The additional functionality will allow the State to monitor and adhere to new policy requirements around licensure and expand support provided with the evaluation system. Specifically, this amendment enhances the educator licensure portion of the educator management system by adding an application programming interface (API) to pass data to another department data system, incorporating the collection of additional educator candidate data required by the State Board of Education, such as edTPA assessment data, into TNCompass. It will also expand teacher tables that support training and endorsements for educator licensure. Further, this amendment builds out features for operating the Instructional Partnership Initiative (IPI) using existing data in TNCompass and importing educator evaluation certification to append to existing educator records. Lastly, the amendment is creating a replacement for the Personnel Information Reporting System (PIRS) which incorporates existing data in TNCompass with additional data on salary reporting. A \$387,538.33 increase in maximum liability is needed to develop this additional capacity in the system and provide for maintenance and support; this amendment will not change the term of the contract.

Thank you for your consideration.

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Joanna Collins	*Contact Phone:	(615) 770-3869		
*Presenter's name(s):	Joanna Collins, Rene Diamond, Cliff Lloyd				
Edison Contract Number: <i>(if applicable)</i>	44121	RFS Number: <i>(if applicable)</i>	33150-00315		
*Original or Proposed Contract Begin Date:	November 17, 2014	*Current or Proposed End Date:	November 15, 2019		
Current Request Amendment Number: <i>(if applicable)</i>	2				
Proposed Amendment Effective Date: <i>(if applicable)</i>	August 14, 2017				
*Department Submitting:	Education				
*Division:	Teachers and Leaders				
*Date Submitted:	May 26, 2017				
*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:	Current: \$1,880,625.00 Proposed Increase: \$387,538.33 Total: \$2,268,163.33				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2015	FY:2016	FY:2017	FY: 2018	FY2019	FY
\$ 725,000.00	\$225,000.00	\$425,625.00	\$252,500.00	\$252,500.00	\$
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY:2015	FY: 2016	FY: 2017	FY: 2018	FY2019	FY
\$ 725,000.00	\$225,000.00	\$393,125.00	\$0.00	\$0.00	
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			N/A		

Supplemental Documentation Required for
Fiscal Review Committee

<p>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:</p>		N/A	
*Contract Funding Source/Amount:			
State:	\$1,398,823.33	Federal:	\$869,340.00
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
<p>Dates of All Previous Amendments or Revisions: <i>(if applicable)</i></p>		<p>Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i></p>	
November 7, 2016		Adding professional learning tracking capacity to TNCompass which required an adjustment in maximum liability	
Method of Original Award: <i>(if applicable)</i>		RFP	
<p>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>		<p>Estimated maximum liability for project pre-RFP: \$2,500,000.00. Final cost of contract determined during RFP process in which CPO ran the negotiations.</p>	
<p>*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>		<p>This amendment enables the State to build on an existing data system that was procured through a competitive RFP process. RANDA was the highest ranked in the RFP process, and subsequently built this data system. Amending their contract, which runs through 2019, is the most cost effective option for building on current functionalities. The only alternative to amending the contract, since we are unable to complete these tasks in-house, would be to seek a third party vendor for these services. Given RANDA’s working knowledge and current support of the data system, it is in the best interest of the State to have them make the needed adjustments, rather than seeking these modifications through a</p>	

Supplemental Documentation Required for
Fiscal Review Committee

	third party vendor.
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Unit	PO No.	Po	Supplier	Vendor Name	Contract	Contra	Line Amount	Td	Dept	Fund	Account	Unit	Receipt No	Receipt	Voucher	Unit Price	Merchandise Amt	BU Rec	Entry Status	Post Status
33101	0000062713	1	000008992	R & A Solutions Inc	0000000000000000000044121	1	25000.000		3315000000	25000	70803000	33101	0000079166	1	00293588	25000.00000	25000.000	33101	Postable	Posted
33101	0000062713	2	000008992	R & A Solutions Inc	0000000000000000000044121	2	275000.000		3315000000	25000	70899000	33101	0000079166	2	00293588	275000.00000	275000.000	33101	Postable	Posted
33101	0000065415	1	000008992	R & A Solutions Inc	0000000000000000000044121	2	200000.000		3315000000	25000	70899000	33101	0000081850	1	00304680	200000.00000	200000.000	33101	Postable	Posted
33101	0000067308	1	000008992	R & A Solutions Inc	0000000000000000000044121	2	225000.000		3315000000	25000	70899000	33101	0000083910	1	00312236	225000.00000	225000.000	33101	Postable	Posted
33101	0000073577	1	000008992	R & A Solutions Inc	0000000000000000000044121	3	225000.000		3310500000	25000	70803000	33101	0000091474	1	00340904	225000.00000	225000.000	33101	Postable	Posted
33101	0000077293	1	000008992	R & A Solutions Inc	0000000000000000000044121	4	225000.000		3310500000	25000	70803000	33101	0000096811	1	00363201	225000.00000	225000.000	33101	Postable	Posted
33101	0000083040	1	000008992	R & A Solutions Inc	0000000000000000000044121	4	20625.000		3310500000	25000	70803000	33101	0000103947	1	00390014	20625.00000	20625.000	33101	Postable	Posted
33101	0000083042	1	000008992	R & A Solutions Inc	0000000000000000000044121	4	65000.000		3310500000	25000	70803000	33101	0000103946	1	00390015	65000.00000	65000.000	33101	Postable	Posted
33101	0000083043	1	000008992	R & A Solutions Inc	0000000000000000000044121	4	82500.000		3310500000	25000	70803000	33101	0000103948	1	00390013	82500.00000	82500.000	33101	Postable	Posted
\$1,343,125.00																				

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	33150-00315	
1. Procuring Agency	Education	
2. Contractor	R&A Solutions, Inc, dba RANDA	
3. Edison contract ID #	44121	
4. Proposed amendment #	2	
5. Contract's Effective Date	November 17, 2014	
6. Current end date	November 15, 2019	
7. Proposed end date	November, 15, 2019	
8. Current Maximum Liability or Estimated Liability	\$ 1,880,625.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 2,268,163.33	
10. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>An amendment is needed to add funds to accommodate additional functionality and ongoing maintenance for items included in the initial scope. This amendment will build out the specific project plans for the previously proposed scope items which were detailed as a requirement in the original contract. Specifically, this amendment enhances the educator licensure portion of the educator management system by adding an application programming interface (API) to pass data to another department data system, incorporating the collection of additional educator candidate data required by the State Board of Education, such as edTPA assessment data, into TNCompass. It will also expand teacher tables that support training and endorsements for educator licensure. Further, this</p>	

Agency request tracking #	33150-00315
<p>amendment builds out features for operating the Instructional Partnership Initiative (IPI) using existing data in TNCompass and importing educator evaluation certification to append to existing educator records. Lastly, the amendment is creating a replacement for the Personnel Information Reporting System (PIRS) which incorporates existing data in TNCompass with additional data on salary reporting.</p>	
<p>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</p> <p>This amendment enables the State to build on an existing data system that was procured through a competitive RFP process. RANDA was the highest ranked in the RFP process, and subsequently built this data system. Amending their contract, which runs through 2019, is the most cost effective option for building on current functionalities. The only alternative to amending the contract, since we are unable to complete these tasks in-house, would be to seek a third party vendor for these services. Given RANDA's working knowledge and current support of the data system, it is in the best interest of the State to have them make the needed adjustments, rather than seeking these modifications through a third party vendor.</p> <p>Further, the existing contract includes a provision for additional work involving enhancements or modifications of deliverables under the scope. A formal contract amendment is needed for additional work/change orders that exceed 7% of the base amount of the educator management system. This provision applies here, as this additional work exceeds that amount.</p>	
<p>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p> <p><i>Candice McQueen</i> 5/25/17</p>	



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts
Department of Finance & Administration
E-mail : it.abc@tn.gov

FROM : Jaime Grimsley
E-mail : Jaime.Grimsley@tn.gov

DATE : 7/20/2016

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 33150-00315

STS Endorsement Signature & Date:

**Mark F. Bengel (by
Robert Fayne)**

Digitally signed by Mark F. Bengel (by Robert Fayne)
DN: cn=Mark F. Bengel (by Robert Fayne), o=Finance & Admin
Strategic Technology Solutions, ou=IT Planning & Governance,
email=robert.fayne@tn.gov, c=US
Date: 2016.08.18 14:49:13 -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.

Contracting Agency	Education
Agency Contact (name, phone, e-mail)	Jaime Grimsley, 615-483-2541, Jaime.Grimsley@tn.gov
<p>Attachments Supporting Request (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 type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) </p>	

Applicable RFS # 33150-00315

Information Systems Plan (ISP) Project Applicability

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.

IT Director/Staff Name Confirming (required): Cliff Lloyd/Paul Riddell

Applicable – Approved ISP Project# 1002971

Not Applicable

Subject Information Technology Service Description

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

Enhancement to existing TN Compass educator licensing system to include additional support for the Tennessee Academy for School Leaders (TASL). The application is delivered as a software as a service level agreement with the contractor. The scope of the project is:

- 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.



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 000008992		
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):			\$387,538.33		
Funding —					
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
TOTAL:	\$1,398,823.33	\$869,340.00	\$0.00	\$0.00	\$2,268,163.33
American Recovery and Reinvestment Act (ARRA) Funding: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional) Various		Account Code (optional) Various			

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

RFS Number		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	\$27,840.00
2017	331050000	ED00000030	343300	70803000	25000	n/a	n/a	\$118,000.00
2018	331050000	ED00000118	368100	70803000	25000	n/a	n/a	\$311,058.33
2018	331050000	ED00001050	369100	70803000	25000	EDSLDSIES160CAO	84.372 A	\$56,500.00
2018	331050000	ED00000030	343300	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		\$46,000.00
2019	331050000	ED00000118	368100	70803000	25000	n/a	n/a	\$266,200.00
2019	331050000	ED00001050	369100	70803000	25000	EDSLDSIES160CAO	84.372 A	\$14,000.00
2019	331050000	ED00000030	343300	70803000	25000	n/a	n/a	\$25,000.00
2019	331050000	ED00000069	365100	70803000	25000	n/a	n/a	\$1,470.00
TOTAL								\$2,268,163.33

**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:

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.
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"> • On-demand self-service. 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. • Broad network access. Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms. • Resource pooling. 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.

	<ul style="list-style-type: none"> • Rapid elasticity. 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. • Measured Service. 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. <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 http://nces.ed.gov 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 http://nces.ed.gov/programs/ceds/ .</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"> • Ed-Fi Unifying Data Model – The Ed-Fi Unifying Data Model (UDM) http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Unifying-Data-Model-1.2.pdf 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. • 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"> ○ Ed-Fi XML Core Schema http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Core-1.2.xsd .zip and Standard Interchange Schemas http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Standard-Interchange-Schema-Overview-1.2.pdf built upon the core schema

	<ul style="list-style-type: none"> ○ Ed-Fi Logical Database Model (LDM) http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Logical-Database-Model-1.2.pdf for implementing an Operational Data Store (ODS) ○ Ed-Fi REST API Design Guidelines http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-REST-API-Design-Guidelines-1.2.pdf .
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.
EDUCATION TERMS	
(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
LICENSE TERMS	
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
EVALUATION TERMS	
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"> 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"> a. Add new fiscal year b. Set fiscal year availability for LEA schedule creation c. Create a new schedule <ol style="list-style-type: none"> i. Add salary effective date ii. Add/edit salary schedule types (i.e. Teacher and Principals, Other Local, System Wide) iii. Add/edit/delete education levels to salary schedule types iv. Add/edit/delete years of experience v. Add salary dollar amounts to education level and experience matrix d. Copy a prior fiscal year schedule e. View only capability for prior fiscal year salary schedules
LEA Salary Management	12 weeks	<ol style="list-style-type: none"> 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"> a. View capability of existing schedule matrix and/or notification to create schedule b. Ability to copy new salary schedule from State minimum c. Ability to copy new salary schedule from prior fiscal year LEA schedule

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

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

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:

Service Description	Amount (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

*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.

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:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

TENNESSEE DEPARTMENT OF EDUCATION

DR. CANDICE MCQUEEN, COMMISSIONER

DATE

TNCompass Ed Prep Portal API Amendment (2017-03-02)

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)

Effort Area	Cost \$	Notes
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	
Development Total Cost	\$27,840.00	

Annual Maintenance and Support Cost Table (annual)

Funding - FY	Scope Covered / Reason for Extension	Cost
2017	Ed Prep Portal API maintenance and support (March 2017 - June 2017)	\$ 1,850.00
2018	Ed Prep Portal API maintenance and support	\$ 5,500.00
2019	Ed Prep Portal API maintenance and support	\$ 5,500.00

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 PIRS Amendment (2017-01-10)

RANDA Solutions proposes the following contract 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.

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

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"> <input type="checkbox"/> Add new fiscal year <input type="checkbox"/> Set fiscal year availability for LEA schedule creation <input type="checkbox"/> Create a new schedule <ul style="list-style-type: none"> <input type="checkbox"/> Add salary effective date <input type="checkbox"/> Add/edit salary schedule types (i.e. Teacher and Principals, Other Local, System Wide) <input type="checkbox"/> Add/edit/delete education levels to salary schedule types <input type="checkbox"/> Add/edit/delete years of experience <input type="checkbox"/> Add salary dollar amounts to education level and experience matrix <input type="checkbox"/> Copy a prior fiscal year schedule <input type="checkbox"/> View only capability for prior fiscal year salary schedules
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"> <input type="checkbox"/> View capability of existing schedule matrix and/or notification to create schedule <input type="checkbox"/> Ability to copy new salary schedule from State minimum <input type="checkbox"/> Ability to copy new salary schedule from prior fiscal year LEA schedule <input type="checkbox"/> Set % increase of State salary <input type="checkbox"/> Set % local portion above State salary <input type="checkbox"/> Increase local salary by dollar amount <input type="checkbox"/> Selection of education levels to copy <input type="checkbox"/> Ability to delete schedule and auto-remove all educator assignments

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

Data Migration and Implementation	\$12,000.00	as related features are delivered	Data services and operations to migrate historical data identified as necessary <input type="checkbox"/> Migration of domains for assignments, codes, salary schedule types, and education levels <input type="checkbox"/> Migration of 2016-2017 salary schedules for State and LEAs <input type="checkbox"/> Other identified data pertinent to items in this scope of work
Reporting	\$15,000.00	as related features are delivered	Development and reports to satisfy reporting deadlines Report compatibility: <input type="checkbox"/> All reports compatible for excel and CSV export <input type="checkbox"/> Reports may be generated for all LEAs <input type="checkbox"/> Reports may be generated for individual LEAs Reports to deliver: <input type="checkbox"/> December 1 report <input type="checkbox"/> Year-end report <input type="checkbox"/> LEA schedule status report
Training and user guides		as related features are delivered	<input type="checkbox"/> User guides available for download as PDFs <input type="checkbox"/> Training site available with test user accounts and data
Development Total Cost	\$118,000.00		

Annual Maintenance and Support Cost Table (annual)

Fiscal year	Scope Covered / Reason for Extension	Cost \$
2017	Salary Management maintenance and support (Q1-Q2 2017)	\$10,400
2018	Salary Management maintenance and support	\$25,000
2019	Salary Management maintenance and support	\$25,000

The proposed total cost for FY 2017 is \$128,400.00. The amendment includes an increase to the existing TNCompass contract for 2018 and 2019 by \$25,000.00 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

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points and business flows.

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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 edTPA Amendment (03-02-2017)

RANDA Solutions proposes the following contract 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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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 administers 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)

Effort Area	Cost \$	Notes
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	
Development Total Cost	\$7,350.00	

Annual Maintenance and Support Cost Table (annual)

Funding - FY	Scope Covered / Reason for Extension	Cost
2017	edTPA maintenance and support (March 2017 - June 2017)	\$ 490.00
2018	edTPA maintenance and support	\$ 1470.00
2019	edTPA maintenance and support	\$ 1470.00

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.

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analysts to conduct regular testing and collaborate regularly with the your project managers, stakeholders and officials to solicit and respond to feedback.

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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 EPP Annual Reports and Continuous Improvement Data Capture (04-21-2017)

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

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

- 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)

Effort Area	Cost \$	Notes
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.
Development Total Cost	\$ 42,500.00	

Annual Maintenance and Support Cost Table (annual)

Funding - FY	Scope Covered / Reason for Extension	Cost
2017	EPP Annual Reports and Continuous Improvement Data Capture (May 2017 - June 2017)	\$ 1,416.00
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 Training Certificates (04-21-2017)

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

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)

Effort Area	Cost \$	Notes
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.
Development Total Cost	\$21,000.00	

Annual Maintenance and Support Cost Table (annual)

Funding - FY	Scope Covered / Reason for Extension	Cost
2017	Training Certificates (May 2017 - June 2017)	\$ 700.00
2018	Training Certificates	\$ 4,200.00
2019	Training Certificates	\$ 4,200.00

TNCompass IPI Amendment (2017-03-21)

RANDA Solutions proposes the following contract 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.

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

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
Development Total Cost:	\$46,000.00		

Annual Maintenance and Support Cost Table (annual)

Funding - FY	Scope Covered / Reason for Extension	Cost
2018	TNCompass IPI maintenance and support	\$ 4,500.00
2019	TNCompass IPI maintenance and support	\$ 4,500.00

The proposed total cost for FY 2017 is \$46,000.00. The amendment includes an increase to the existing TNCompass contract for 2018 and 2019 by \$4,500.00 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.

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agspr@spr.gov

APPROVED	
CHIEF PROCUREMENT OFFICER	DATE

Agency request tracking #	33150-00315
1. Procuring Agency	Education
2. Contractor	R&A Solutions, Inc, dba RANDA
3. Edison contract ID #	44121
4. Proposed amendment #	1
5. Contract's Effective Date	November 17, 2014
6. Current end date	November 15, 2019
7. Proposed end date	November, 15, 2019
8. Current Maximum Liability or Estimated Liability	\$ 1,625,000.00
9. Proposed Maximum Liability or Estimated Liability	\$ 1,880,625.00
10. Office for Information Resources Pre-Approval Endorsement Request <i>- information technology service (N/A to THDA)</i>	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
11. eHealth Pre-Approval Endorsement Request <i>- health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Human Resources Pre-Approval Endorsement Request <i>- state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
13. Explain why the proposed amendment is needed An amendment is needed to (1) update scope items to include additional functionality needed for educator management system; (2) add funds to accommodate this additional functionality. Specifically, this amendment will allow the State to add Tennessee Academy for School Leaders (TASL) records to the educator management system and tie educators' existing license and evaluation records.	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	

Agency request tracking #	33150-00315
<p>This amendment enables the State to build on an existing data system that was procured through a competitive RFP process. RANDA was the highest ranked in the RFP process, and subsequently built this data system. Amending their contract, which runs through 2019, is the most cost effective option for building on current functionalities. The only alternative to amending the contract, since we are unable to complete these tasks in-house, would be to seek a third party vendor for these services. Given RANDA's working knowledge and current support of the data system, it is in the best interest of the State to have them make the needed adjustments, rather than seeking these modifications through a third party vendor.</p> <p>Further, the existing contract includes a provision for additional work involving enhancements or modifications of deliverables under the scope. A formal contract amendment is needed for additional work/change orders that exceed 7% of the base amount of the educator management system. This provision applies here, as this additional work slightly exceeds that amount (10% change).</p>	
<p>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p> <p>Candice McQueen <i>jc</i> 8/15/16</p>	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33150-00315	Edison ID 44121	Contract # n/a	Amendment # 1
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: YES NO **End Date:** November 15, 2019

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$255,625.00**

Funding —					
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	\$425,625.00	\$0.00			\$425,625.00
2018	\$252,500.00	\$0.00			\$252,500.00
2019	\$252,500.00	\$0.00			\$252,500.00
TOTAL:	\$1,155,625.00	\$725,000.00	\$0.00	\$0.00	\$1,880,625.00

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

<p>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.</p> <div style="text-align: center; margin-top: 20px;"> <p>Digitally signed by Chris Foley DN: cn=Chris Foley, o=Tenn Dept of Education, ou=OCFO, email=chris.foley@tn.gov, c=US Date: 2016.09.14 13:39:03 -05'00'</p> </div>	<p><i>CPO USE</i></p>
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Speed Chart (optional) Various	Account Code (optional) Various
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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
TOTAL								\$1,880,625.00



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"> • On-demand self-service. 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. • Broad network access. Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms. • Resource pooling. 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. • Rapid elasticity. 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.



	<ul style="list-style-type: none"> • Measured Service. 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. <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 http://nces.ed.gov 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 http://nces.ed.gov/programs/ceds/ .</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"> • Ed-Fi Unifying Data Model – The Ed-Fi Unifying Data Model (UDM) http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Unifying-Data-Model-1.2.pdf 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. • 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"> ○ Ed-Fi XML Core Schema http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Core-1.2.xsd .zip and Standard Interchange Schemas http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Standard-Interchange-Schema-Overview-1.2.pdf built upon the core schema ○ Ed-Fi Logical Database Model (LDM) http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Logical-Database-Model-1.2.pdf for implementing an Operational Data Store (ODS) ○ Ed-Fi REST API Design Guidelines http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-REST-API-Design-Guidelines-1.2.pdf .
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.
EDUCATION TERMS	
(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.
LICENSE TERMS	
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
EVALUATION TERMS	
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"> 1.1.1. Event title 1.1.2. Event type and designation of the event as TASL, TASL and CEO, or CEO only 1.1.3. Availability window of events by start and end dates 1.1.4. PDC values for each event 1.1.5. Creation of TASL cohort with name and number 1.1.6. Designation of Academy Event (awarded from



		<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 principals and assistant principal 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, 12th 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 name and number 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 PDCs only for their district and review attached certifying documentation.</p> <p>TASL director has access to view the work queue with PDCs and CEOs 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"> Designate TASL mandated positions and educators Approve applications for PDCs Run reports Approve or deny exemption requests with reason <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 principals and assistant principal 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	



Development	\$180,000.00		
Total Cost:			

Annual Maintenance and Support Cost Table (annual)

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

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.



CONTRACT

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

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

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA # 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
TOTAL:	\$900,000.00	\$725,000.00	\$0.00	\$0.00	\$1,625,000.00

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

Speed Chart (optional) Various	Account Code (optional) Various
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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	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
TOTAL								\$1,625,000.00



**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">• On-demand self-service. 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.• Broad network access. Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms.• Resource pooling. 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.



	<ul style="list-style-type: none">• Rapid elasticity. 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.• Measured Service. 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. <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 http://nces.ed.gov 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 http://nces.ed.gov/programs/ceds/.</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">• Ed-Fi Unifying Data Model – The Ed-Fi Unifying Data Model (UDM) http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Unifying-Data-Model-1.2.pdf 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.• 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">○ Ed-Fi XML Core Schema http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Core-1.2.xsd .zip and Standard Interchange Schemas http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Standard-Interchange-Schema-Overview-1.2.pdf built upon the core schema○ Ed-Fi Logical Database Model (LDM) http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-Logical-Database-Model-



	<p>1.2.pdf for implementing an Operational Data Store (ODS)</p> <ul style="list-style-type: none"> Ed-Fi REST API Design Guidelines http://www.ed-fi.org/assets/2013/11/Public-Ed-Fi-REST-API-Design-Guidelines-1.2.pdf .
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.
EDUCATION TERMS	
(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
LICENSE TERMS	
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
EVALUATION TERMS	
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
Licensure Business Requirements	
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
Licensure Functional Requirements	
1.0	Communication Requirements
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
2.0	License Type Requirements
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
3.0	Certificate Type Requirements
3.1	Business rules specific to each Certificate type (Permit and Waivers)



#	Description
	3.1.2 Application Process
3.2	Online printing of Certificate
4.0	National Board Certification Requirements
4.1	Business rules specific to National Board Certification
	4.1.1 Application (Proof) Process
5.0	Educator Personal Profile Data
5.1	Demographic Data
5.2	History of Personal Profile Data
5.3	Online printing of Personal Profile
6.0	OEL Educator Record Data
6.1	Licenses
6.2	Endorsements
6.3	Specialties
6.4	Education
6.5	Exams/PRAxis
6.6	Experience
	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
6.7	HQ
6.8	Professional Learning Credits
6.9	Documentation (scanned, uploaded, etc...)
6.10	Evaluation Scores – Interpretation to be based on license type and license status
	6.9.1 (Interpretation of) Overall Level of Effectiveness Score
	6.9.2 (Interpretation of) Growth Measure
6.11	Disciplinary Action (Hold)
6.12	History of OEL Educator Record Data
6.13	Online printing of OEL Educator Record
7.0	Educator Requirements
7.1	Creating Educator Personal Profile



#	Description
	7.1.1 Demographic Data
7.2	Editing Educator Personal Profile
	7.2.1 Demographic Data
7.3	Viewing Educator Personal Profile
	7.3.1 Demographic Data
	7.3.2 History of Educator Personal Profile
7.4	Viewing OEL Educator Record
	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
7.5	Edit Professional Learning Credits
7.6	Upload Documents to OEL Educator Record
7.7	Send Email
7.8	Provide Educator on-line access
8.0	OEL Licensing Specialist Requirements
8.1	Creating Educator Personal Profile
	8.1.1 Demographic Data
8.2	Editing Educator Personal Profile
	8.2.1 Demographic Data
8.3	Viewing Educator Personal Profile
	8.3.1 Demographic Data
	8.3.2 History of Educator Personal Profile
8.4	Creating OEL Educator Record
	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
	8.5	Editing OEL Educator Record
	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
	8.6	Viewing OEL Educator Record
	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	Evaluation Scores – Interpretation to be based on license type and license status
	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
	8.7	Send Email
	8.7.1	Template
	8.7.2	Free form
	8.8	Text
	8.8.1	Send
	8.9	Send Letter



#	Description	
	8.9.1	Template
	8.9.2	Free form
	8.10	Ability to store notes in Educator Record
	8.11	Provide OEL Licensing Specialist Work Queue
9.0	OEL Licensing Power User Requirements	
	9.1	OEL Admin Process
	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
	9.2	Provide OEL Licensing Power User Work Queue
	9.3	Provide access to Provide OEL Licensing Specialist Work Queue
	9.4	Creating Educator Personal Profile
	9.4.1	Demographic Data
	9.5	Editing Educator Personal Profile
	9.5.1	Demographic Data
	9.6	Viewing Educator Personal Profile
	9.6.1	Demographic Data
	9.6.2	History of Educator Personal Profile
	9.7	Creating OEL Educator Record
	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
	9.8	Editing OEL Educator Record
	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
9.9	Viewing OEL Educator Record
	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...)
	9.9.10 Evaluation Scores – Interpretation to be based on license type and license status
	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
9.10	Send Email
	9.10.1 Template
	9.10.2 Free form
9.11	Text
	9.11.1 Send
9.12	Letter
	9.12.1 Template
	9.12.2 Free form
9.13	Ability to store notes in Educator Record
10.0	OEL Licensing Manager Requirements
10.1	OEL Power User Process
	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	Evaluation Scores – Interpretation to be based on license type and license status
	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
10.10	Send Email	
	10.10.1	Template
	10.10.2	Free form
10.11	Text	
	10.11.1	Send Text
10.12	Letter	
	10.12.1	Template
	10.12.2	Free form
10.13	Ability to store notes in Educator Record	
11.0	LEA Requirements	
11.1	LEA HR	
	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
	11.2	LEA "Other"
	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
12.0	EPP Requirements
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
13.0	Data / System Requirements



#	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
13.17	Allow saving of partial / non-completed application	
13.18	Allow receipt of electronic documents	
13.19	Maintain a Data History	
	13.19.1	OEL Educator Record
	13.19.2	Educator Personal Profile
	13.19.3	Exam (Exam Level)
	13.19.3.1	Passing Scores
13.20	Maintain a Record Audit Trail	
	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
13.21	Allow multiple options for searching for an Educator	
	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
13.22	Allow Public access to Search	
	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	System must provide real time updates	
13.24	Only one user may edit a record at a time	
	13.25.1	Educator Personal Profile Data
	13.25.2	OEL Educator Record Data
14.0	Documentation Requirements	
	14.1	On-line upload of Educator documents
	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	Document Type Requirements (includes Certificates and National Board)
	14.2.1	Application Type (License Type)
	14.2.2	Miscellaneous Type
	14.3	Display of Upload Results
	14.4	Link documents to correct Educator
	14.5	Storage of Educator Documentation
	14.5.1	Application Type
	14.5.2	Miscellaneous Type
	14.6	Purging of License applications
	14.6.1	Application Type
	14.6.2	Miscellaneous Type
	14.7	Archiving of License applications
	14.7.1	Application Type
	14.7.2	Miscellaneous Type



#	Description	
14.8	Export of Report data	
	14.8.1	CSV
	14.8.2	PDF
	14.8.3	XLS
14.9	Provide a checklist of required documentation (i.e. application being submitted)	
14.10	All document types will be identified by unique identifier (see FileNet documentation – Attachment B)	
14.11	Automated process to add emails to OEL Educator (documentation) Record	
14.12	Process for Adding Documents	
14.13	Process for Editing Existing Documents	
15.0	Work Queue Requirements (to be under one queue, FIFO)	
15.1	OEL Licensing Specialist	
	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	OEL Licensing Power User	
	15.2.1	Operational Activities
	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	Disciplinary Action
	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
15.3	OEL Licensing Manager	
	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
15.4	EPP (Education Program Provider)	
	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
15.5	LEA HR	
	15.3.1	Renewal Verification
	15.3.1.1	Non Instructional Educators
15.6	LEA Other	
	15.3.1	Renewal Verification
	15.3.1.1	Non Instructional Educators
16.0	File Import Requirements	
16.1	Teacher Experience Import (PIRS)	
	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
Evaluation Business Requirements	
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	
Evaluation Functional Requirements		
1.0	Educator Evaluation Record Requirements	
	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
2.0	Educator Evaluation Record User Requirements
2.1	Educator
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
2.2	Observer
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
2.3	School Administrator – all user requirements are school specific, i.e. Principals and Assistant Principals cannot see other schools.
	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
2.4	District Administrator
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
2.5	State Administrator
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
3.0	Calculation Model Requirements – See Attachment A for more detail.
	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.
3.1	Evaluation Components



#	Description
	Evaluation Component requirements will need to be configurable based on current and future business requirements. Current components are below:
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	Classification
3.3	Calculation Weights
4.0	Scale Score Determination Requirements
	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.
5.0	Overall Level of Effectiveness Score Determination Requirements



#	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.
6.0	File Import Requirements
6.1	SAS File
6.1.1	Individual File
6.1.2	School Wide File
6.1.3	System (LEA) Wide File
6.2	GLADIS File
6.2.1	Individual File
6.3	LEA Evaluation Components
6.4	Certified Observers
7.0	Data Conversion
7.1	SQL to SQL
8.0	Communication Requirements
8.1	Must provide Email
8.1.1	Send
8.1.2	Confirmation of Delivery
8.1.3	Print
9.0	System/Data Requirements
9.1	Store Master School Assignment
9.1.1	Educator may have more than one active School Assignment
9.1.2	LEA
9.2	Store Grade Level
9.3	Store Subject Area
9.4	Store Observer Information
9.5	Ability to store Observation Notes
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	Produce Ad-hoc Reports
9.7	Log all User Activities
9.7.1	Creation
9.7.2	Modification
9.7.3	Disable



#	Description
9.8	Link from Licensure module to Evaluation module
9.9	Accept electronic signatures
9.10	Maintain a Data History
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	Maintain a Record Audit Trail
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	Allow saving of partial Observation
9.13	Allow multiple options for Searching
9.13.1	First Name
9.13.2	Last Name
9.13.3	School
9.13.4	LEA
9.14	System must provide real time updates
9.15	Only one user may edit a record at a time
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
IT System Administration / (Overall) System Requirements	
1.0	System must meet all Licensure System Administration Requirements
2.0	System must meet all Educator System Administration Requirements
3.0	System must meet all Interface requirements
	System must account for the inclusion, and be easily expandable, for future modules:
3.1	EPP
3.2	Professional Development
3.3	Recruitment, Recognition and Retention



#	Description
3.4	Teach Tennessee

#	Description
IT System Administration / (Overall) System Requirements	
1.0	IT Licensure System Administrator Function
1.1	System Component Configuration
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
	1.2	Business Rule Configuration	
	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
		1.3	Reporting
		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
		1.4	Run Queries
		2.0	Evaluation IT System Administrator Function
		2.1	System Component Configuration
		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
	2.2	Business Rule Configuration	
		2.2.1	Observation Forms
		2.2.1.1	Create
		2.2.1.2	Modify
		2.2.1.3	Delete
	2.3	Reporting	
		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
	2.4	Run Queries	
3.0	System Interface Requirements		
	3.1	Cisco Phone System	
	3.2	EIS (linking for Educator record in EIS)	
	3.3	EPP (Future module)	
	3.4	Recruitment, Recognition and Retention (Future module)	
	3.5	Professional Development (Future module)	
	3.6	Teach Tennessee (Future Model)	

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
A Submission by phone only	<p>Critical business impact:</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	<p>Moderate business impact:</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>



C	Minimum business impact:	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 ASM. 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 DNN user management. Access to data within the database is trimmed based on DNN 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, 10th 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
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/, 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/.
- c. Office of Tennessee Recovery Act Management Directives (posted on the Internet at 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, 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 db/a RANDA by [Signature] 11/6/2014
 CONTRACTOR SIGNATURE DATE

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

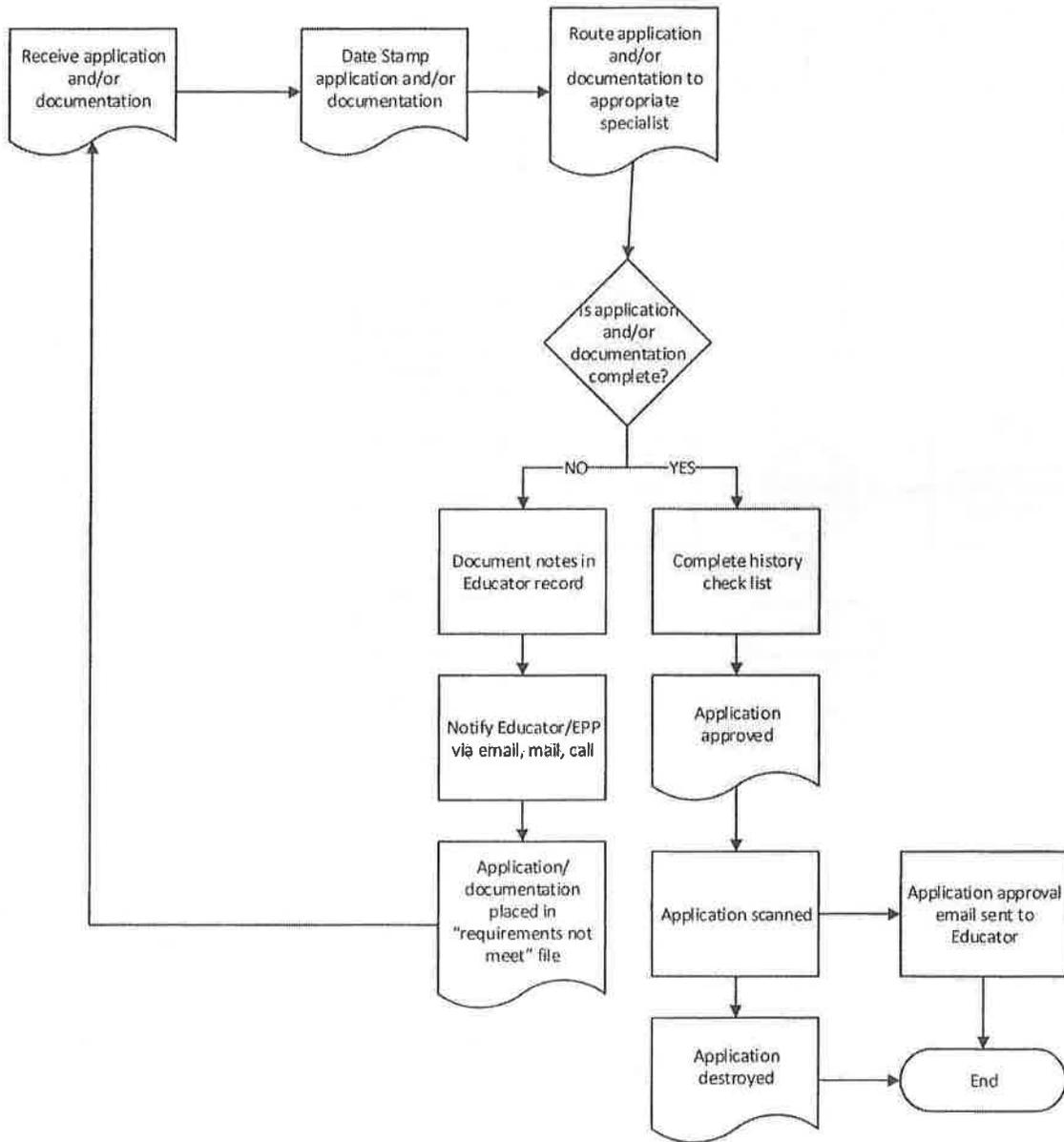
TENNESSEE DEPARTMENT OF EDUCATION:

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



ATTACHMENT A (page 1) CURRENT LICENSURE WORKFLOWS

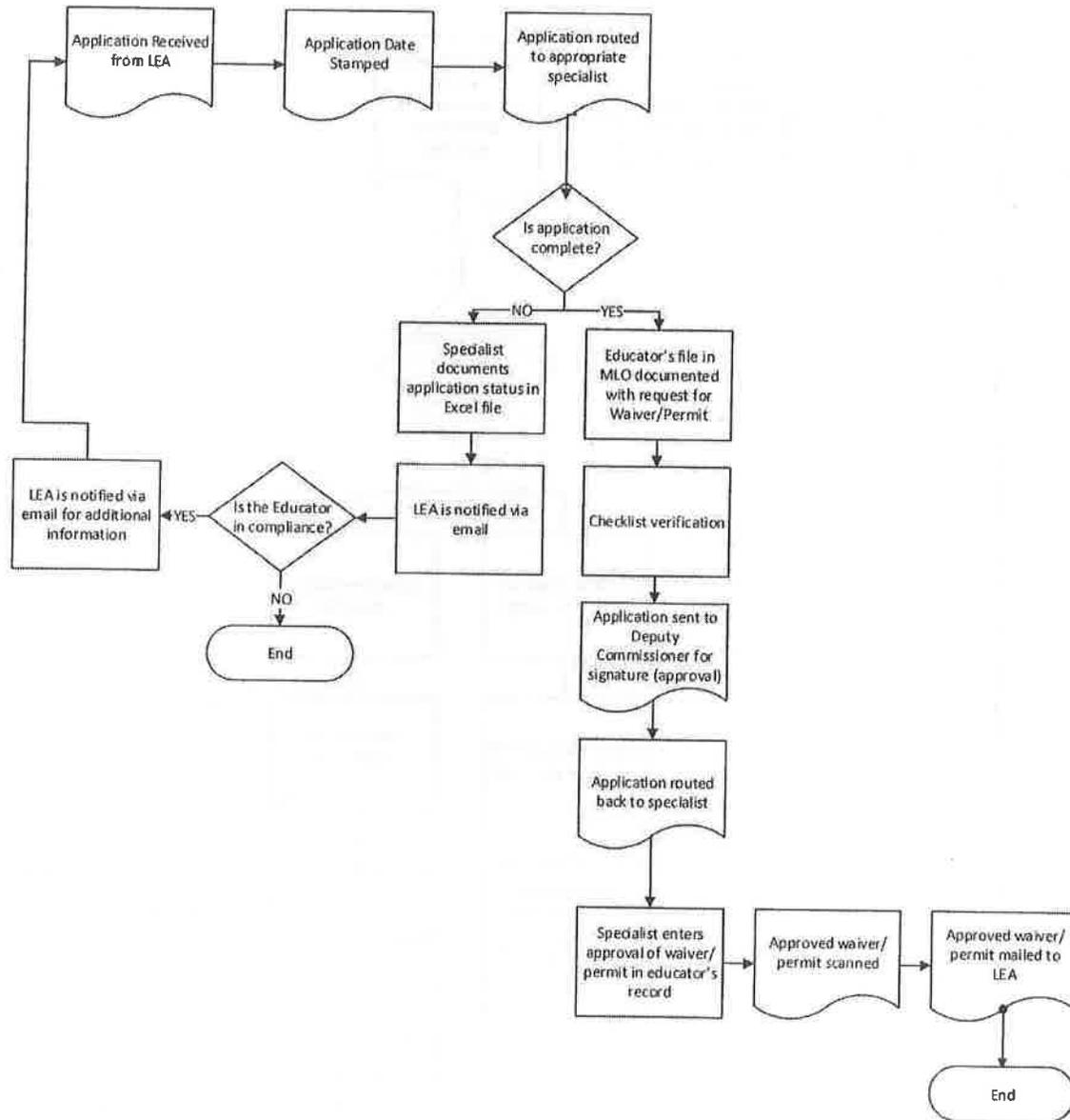
LICENSURE WORKFLOW





ATTACHMENT A (page 2) CURRENT LICENSURE WORKFLOWS

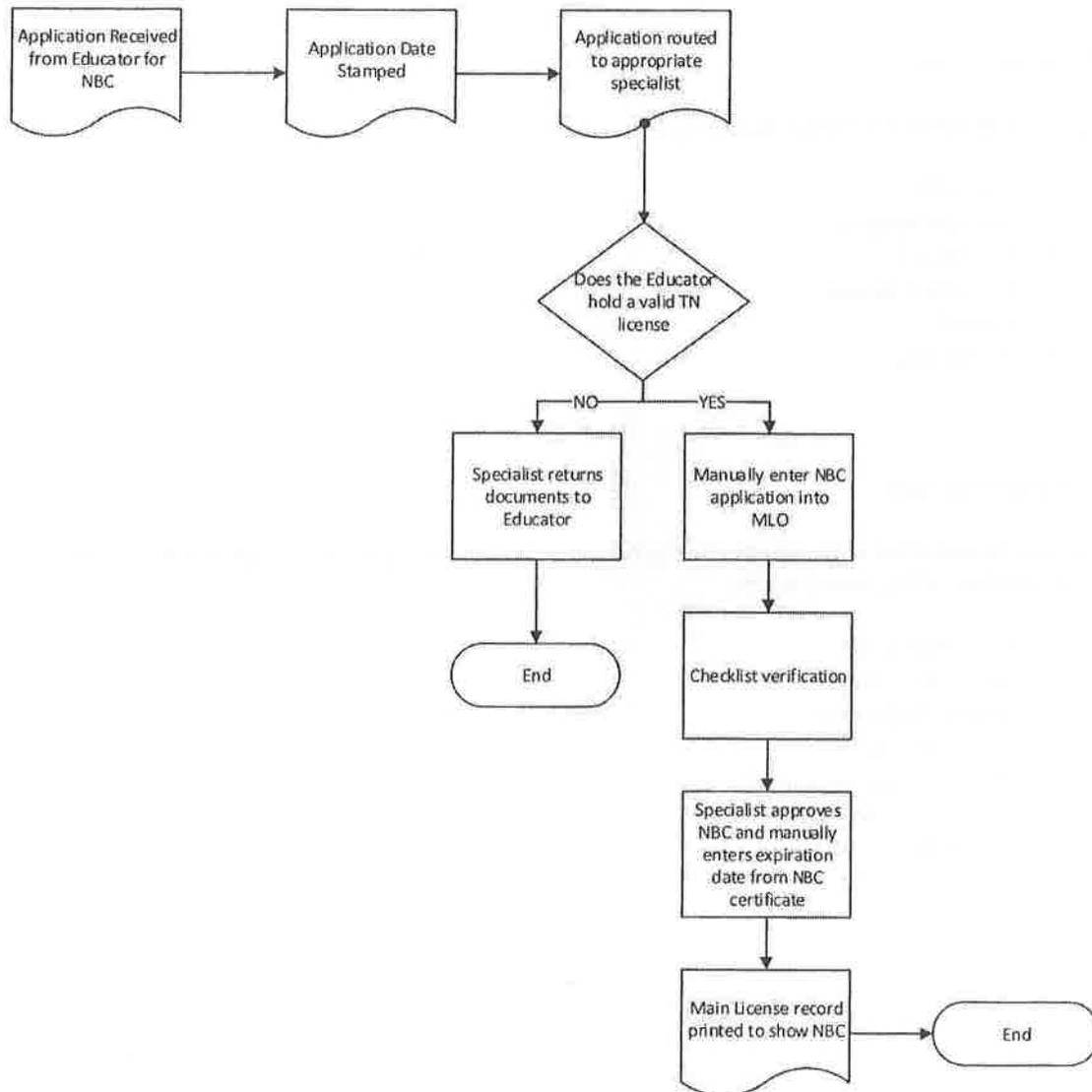
WAIVERS/PERMITS WORKFLOW





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

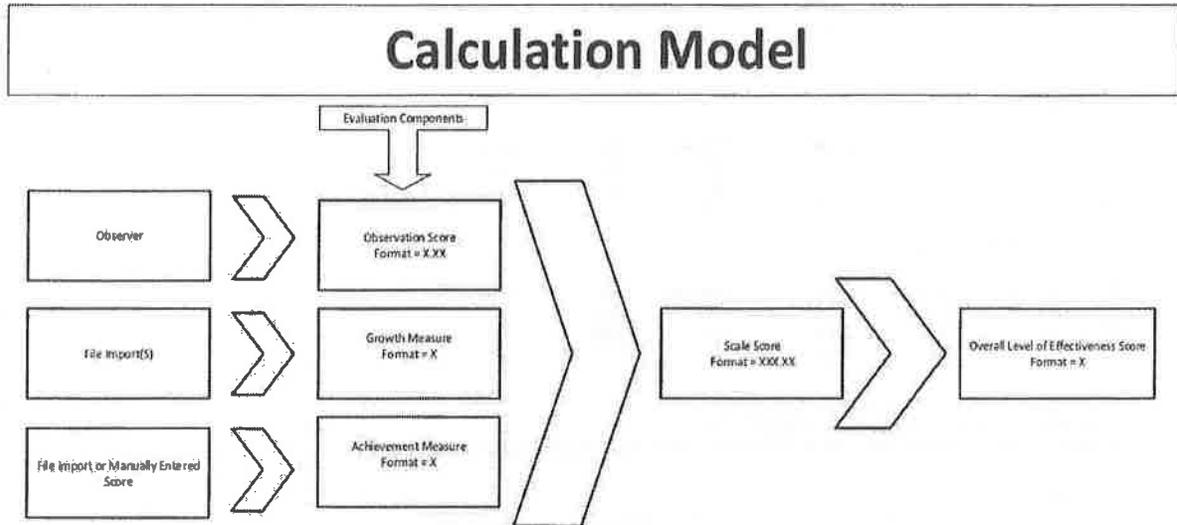
Licensee System Type is the school districts however, for the most part this will be not applicable except in the instance of a system request.

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

A) State Model

Classification	Obser.	Growth	Achieve.	SS	Prof
TT	50%	35%	15%		
NTT	60%	25%	15%		
AP/P	50%	35%	15%		

B) TEM, Memphis Model

Classification	Obser.	Growth	Achieve.	SS	Prof
TT	40%	35%	15%	5%	5%
NTT	48%	25%	25%	6%	6%
AP/P	50%	35%	15%		

C) ASD, Achievement School District

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>					

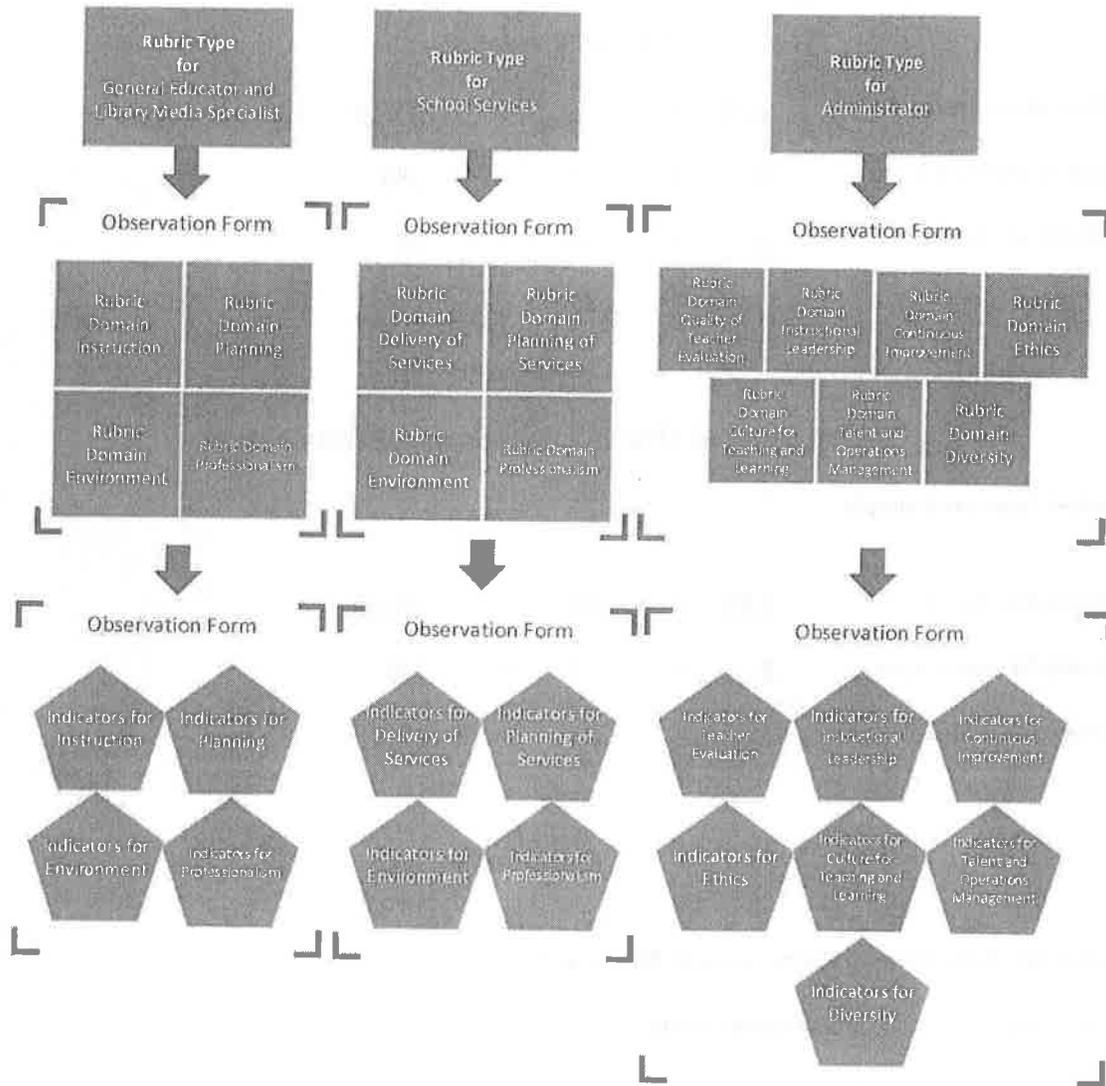
Converting Scale Score to Overall Level of Effectiveness

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

RFS Number	33150-00315
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Edison ID	44121
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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
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
TOTAL								\$1,880,625.00