



**Memphis Merit Academy
AGENDA
05.20.2021 Board Meeting**

Date and Time

Thursday, May, 20, 2021 at 5:30PM

Location

Memphis Merit Academy Charter School

Physical Location: 4775 American Way, Memphis, TN 38118

Virtual Stream of Meeting for COVID accommodations: <https://memphismeritacademy-org.zoom.us/j/5122515257>

Topic: Memphis Merit Academy Board Meeting

Join Zoom Meeting Available of live meeting for COVID-19 accommodations and physical location at 4775 American Way, Memphis, TN, 38118

<https://memphismeritacademy-org.zoom.us/j/5122515257>

Meeting ID: 512 251 5257

One tap mobile

+13126266799,,5122515257# US (Chicago)

+19292056099,,5122515257# US (New York)

PUBLIC COMMENT AT MEMPHIS MERIT ACADEMY BOARD MEETINGS - An opportunity for the public to address the Board will be provided at the conclusion of the agenda. Members of the public who wish to speak on any item are requested to identify themselves and indicate on which agenda item they wish to speak. The Board will provide an opportunity for the public to speak for a maximum of three (3) minutes, unless granted additional time at the discretion of the Board. Testimony shall be limited in content to matters pertaining to Memphis Merit Academy. The Board may not take any action on matters discussed during the public testimony period that are not listed on the agenda.

	Purpose	Presenter	Time
I. Opening Items			
			5:30PM
A. Record Attendance and Guests			B. Schmiedicke
B. Call to Order			B. Schmiedicke
II. Public Comment			
A. Public Comment			
B. Welcome			
III. Agenda			
A. Approval of Agenda	VOTE		B. Schmiedicke
B. Approval of Meeting Minutes	VOTE		B. Schmiedicke
C. Presentation of Monthly Financials in Review	DISCUSS		N. Rab
D. Acceptance of Monthly Financials	VOTE		B. Schmiedicke
E. Approval of Promotional Policy and Summer Learning Loss Policy	VOTE		B. Schmiedicke
a. Updated Promotional Policy			
b. Summer Learning Loss Policy			
F. Approval of Updated Construction Costs/Contract	DISCUSS		
a. 3 classrooms			
G. Approval of FY21-22 Budget	VOTE		B. Schmiedicke
a. FY 2021-2022 Budget			

**H. Approval of Contracts**

- a. [Wired! Technologies - Tech Support](#)
- b. [Wired! - Staff Laptops](#)
- c. [MASTERYCONNECT](#)- Interim Assessments
- d. [IREADY](#)- Response to Intervention and Instruction (Reading and Math Platforms)
- e. [STEP - UChicago- Literacy Assessment](#)

I. Bylaws Review**DISCUSS****B. Schmiedicke**

- a. [Review of Bylaws for Updates/Comments](#)

J. Head of School's Update**DISCUSS****L. Booker**

- a. ESSER Reimbursement Updates
- b. Review of CSP Audit Process
 - i. [Timeline](#)
 - ii. [Monitoring Tool](#)
 - iii. [Site Visit Schedule Sample](#)
- c. COVID-19 School Re-entry Updates
 - i. Staff/Student testing
 - ii. Attendance
- d. [Enrollment Dashboard](#)
- e. Development
- f. Facilities Updates/Next Steps

DISCUSS**L. Booker****IV. Other Business (as needed)**

- A. Finance Committee Additional Updates
 - a. Upcoming Meeting Date
- B. Governance Committee Updates
 - a. Upcoming Meeting Date
- C. Academic Achievement Updates
 - a. Upcoming Meeting Date
 - b. [Head of School Evaluation](#)
- D. Development Committee Updates
 - a. Upcoming Meeting Date

DISCUSS A. Allen

DISCUSS M. Moore

DISCUSS K. Gibbs

DISCUSS T. Barnhill, L. Booker

A. Adjourn Meeting

* 8-44-102. Open meetings -- "Governing body" defined -- "Meeting" defined. (a)All meetings of any governing body are declared to be public meetings open to the public at all times, except as provided by the Constitution of Tennessee...(ii) The provisions of this subdivision (b)(1)(E) shall not be construed to require the disclosure of a trade secret or proprietary information held or used by an association or nonprofit corporation to which this chapter applies. In the event a trade secret or proprietary information is required to be discussed in an open meeting, the association or nonprofit corporation may conduct an executive session to discuss such trade secret or proprietary information; provided that a notice of the executive session is included in the agenda for such meeting. (iii)As used in this subdivision (b) (1) (E): (a)"Proprietary information" means rating information, plans, or proposals; actuarial information; specifications for specific services provided; and any other similar commercial or financial information used in making or deliberating toward a decision by employees, agents or the board of directors of such association or corporation; and which if known to a person or entity outside the association or corporation would give such person or entity an advantage or an opportunity to gain an advantage over the association or corporation when providing or bidding to provide the same or similar services to local governments; and (b)"Trade secret" means the whole or any portion or phrase of any scientific or technical information, design, process, procedure, formula or improvement which is secret and of value. The trier of fact may infer a trade secret to be secret when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.



Memphis Merit Academy
04.15.2021 Board Meeting Minutes

Date and Time

Thursday, April 15, 2021 at 5:30PM

Location

Memphis Merit Academy Charter School
 via is inviting you to a scheduled Zoom meeting.

Topic: Memphis Merit Academy Board Meeting
 Join Zoom Meeting

<https://memphismeritacademy-org.zoom.us/j/5122515257>

Meeting ID: 512 251 5257

One tap mobile

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	Purpose	Presenter	Time
I. Opening Items			
			5:30PM
A. Record Attendance and Guests			B. Schmiedicke
B. Call to Order			B. Schmiedicke
5:38 PM -meeting called to order.			
Roll includes: Brad (P), Melisa (P), Lashawn(P), Timorie (P), Tressa (P), Prophet (P)			
6:35 PM Joined bring us to quorum: Kacy Dixon (P), Angelia Allen (P)			
Public members: Tamika Kemmons-Ford (MMA, DSS), Betty Michell McCline (MMA, DoO), Nida Rab (Edtec)			

II. Public Comment

- A. Public Comment
- B. Welcome

III. Agenda

- | | | |
|---|----------------|----------------|
| A. Approval of Agenda | VOTE | B. Schmiedicke |
| B. Approval of Meeting Minutes | VOTE | B. Schmiedicke |
| C. Presentation of Monthly Financials in Review | DISCUSS | N. Rab |
| Federal Government increase in Title I allocations upwards of 100K this year | | |
| Reimbursement and distinct timeline presents challenges with recouping funds timely so there is a need to determine how to manage funds | | |
| School fundraiser budget line decreased based on actuals | | |
| Increase school office supply line due to COVID however savings in custodial supplies | | |
| Cash flow shows a dip and spike in cash balance; \$430k is short of the projected \$470k; however SCS has not opened the reimbursement process and is still awaiting DOE to approve District budgets. | | |
| D. Acceptance of Monthly Financials | VOTE | B. Schmiedicke |

**E. Approval of 2021-2022 School Calendar****VOTE**

B. Schmiedicke

- a. [Draft MMA School Calendar](#)
- b. [SCS Approved Calendar](#)

Motion to approve: M. Moore

2nd motion: T. Belk

No objections.

Calendar approved.

F. Bylaws Review**DISCUSS****B. Schmiedicke**

- a. [Review of Bylaws for Updates/Comments](#)

Most comments from the Governance committee review. The main change will be to change the quorum to 5 due to the trend of always having 5 voting directors at the meeting. We can have up to 15 board members. Current meetings give BODs time to review and the next meeting we will review and make changes to the bylaws for final review and approval. 1.2 and 1.3 the change of address in bylaws to reflect the school address 4775 American Way, Memphis, TN 38118. Address has been changed with the Secretary of State in response to the 990.

Founding board members have discussed current terms; we will redo the teams at the annual board retreat.

G. Head of School's Update**DISCUSS**

L. Booker

- a. ESSER Updates
- b. COVID-19 School Re-entry Updates
 - i. Staff/Student testing
 - ii. Attendance
- c. [Enrollment Dashboard](#)
- d. Development
- e. Facilities Updates/Next Steps

1. Leadership Retreat- Leadership worked on upcoming priorities in response to MMA goals outlined in SCS Charter Application. Leadership has a responsibility to each priority based on 2020-21 school level problems.

Priorities include:

- Attendance
- Targeted Intervention
- Data Team
- Socioemotional Health
- Strategic Planning (Board Level)

Change in the Math block to be as responsive as the reading block from whole group to small group instruction. In response to COVID we changed to a 1.5 teaching model and do not think it is effective, we are going back to the 2 teacher model next year. We are adding a Dean of Academics and Dean of Culture in response to the identified problems that we face during the current year. We are building capacity to support teacher development.

2. MMA Assessment- overview of all school level assessments with details of the 2021-22 goals.
3. Kindergarten class last year were most impacted by learning loss and we are most intense around Summer Learning loss camp as a result of promotion in doubt- 1) attendance 2) overall academic achievement and 3) reading level.
4. Attendance has heavily impacted the school and are required to come to Summer Learning Loss camp(25 or more days)
5. We have started engaging with the Landlord to lease the other side of the building and we have reached out to Hope Credit Union for support with purchasing the facility.
6. Staffing- 100% retention with the exception of teachers impacted by licensure
7. One (1) COVID reporting for scholar exposure at home prior to today. We were notified this evening about a close contact at home and that brings us to two (2) total COVID reports. Our operational practices have allowed us the opportunity to remain open.

IV. Other Business (as needed)

- A. Finance Committee Additional Updates

DISCUSS A. Allen

- a. Upcoming Meeting Date

Successfully secured 35K of additional funding for Title I

Successfully opened the Pinnacle bank account and signed off on terms and conditions. We will work to transition from iBeria bank to Pinnacle in the coming weeks.

- B. Governance Committee Updates

DISCUSS M. Moore

- a. Upcoming Meeting Date



No discussion/comments.

C. Academic Achievement Updates

DISCUSS K. Gibbs

a. Upcoming Meeting Date

No discussion/comments.

D. Development Committee Updates

DISCUSS T. Barnhill

a. Upcoming Meeting Date

No discussion/comments.

A. Adjourn Meeting

Motion to adjourn: M. Moore

2nd by: t. Prophet

No objections.

Meeting adjourned at 6:51PM

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Board Handout

Memphis Merit Academy Multi-year Projection As of Apr FY2021

	Year 1 2020-21	Year 2 2021-22	Year 3 2022-23	Year 4 2023-24	Year 5 2024-25	Year 6 2025-26	Assumptions
SUMMARY							
Revenue							
Charges for Current Services	16,802	50,630	54,923	59,217	61,225	59,078	
Other Local Revenues	58,719	38,084	38,084	38,084	38,084	38,084	
State of Tennessee	1,686,352	2,261,934	2,892,560	3,552,944	3,921,135	3,707,214	
Federal Government	185,012	888,115	451,438	484,781	192,417	177,829	
Total Revenue	1,946,885	3,238,762	3,437,005	4,135,025	4,212,861	3,982,205	
Expenses							
Personnel	997,376	1,501,840	1,593,103	1,842,534	1,954,978	1,994,078	
Employer Taxes & Employee Benefits	241,146	385,765	413,968	486,960	517,672	531,232	
Contracted Services	495,683	693,623	708,074	749,942	758,622	759,625	
Supplies & Materials	332,188	395,629	434,842	476,561	497,392	470,758	
Other Charges	176,594	191,357	178,414	178,956	57,327	46,283	
Debt Service	39,893	36,285	33,586	28,773	23,117	18,675	
Capital Expenses	13,201	33,000	32,465	32,937	16,162	1,000	
Total Expenses	2,296,081	3,237,498	3,394,453	3,796,663	3,825,271	3,821,650	
Operating Income	(349,196)	1,264	42,552	338,362	387,590	160,555	
Fund Balance							
Beginning Balance (Unaudited)	467,205	173,429	174,694	217,246	555,608	943,198	
Audit Adjustment	55,420						
Beginning Balance (Audited)	522,625	173,429	174,694	217,246	555,608	943,198	
Operating Income	(349,196)	1,264	42,552	338,362	387,590	160,555	
Ending Fund Balance	173,429	174,694	217,246	555,608	943,198	1,103,753	
Total Revenue Per ADM	11,135	13,782	11,719	11,762	11,121	11,388	
Total Expenses Per ADM	13,132	13,777	11,574	10,799	10,098	10,929	
Operating Income Per ADM	(1,997)	5	145	962	1,023	459	
Fund Balance as a % of Expenses	8%	5%	6%	15%	25%	29%	
Debt Service Coverage Ratio	(1.86)	2.32	1.21	2.46	5.45	2.42	
Student : Staff Ratio	8.7 :1	7.2 :1	8.7 :1	9.2 :1	9.7 :1	9 :1	
Facility Cost as a % of Total Expenses	10.4%	7.7%	7.6%	6.9%	6.8%	6.8%	
Personnel & Benefits as a % of Total Expenses	53.9%	58.3%	59.1%	61.4%	64.6%	66.1%	
Student Transpo as a % of Total Expenses	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Key Assumptions							
Enrollment Breakdown							
K	62	62	62	62	62	62	
1	93	62	62	62	62	62	
2	31	93	62	62	62	62	
3	-	33	93	62	62	62	
4	-	-	33	93	62	62	
5	-	-	-	33	93	62	
Total Enrolled	186	250	312	374	403	372	
ADM %	94.0%	94.0%	94.0%	94.0%	94.0%	94.0%	
ADM	174.8	235.0	293.3	351.6	378.8	349.7	
REVENUE							
Charges for Current Services							
43518	Tuition - After School Program	-	6,179	6,179	6,179	6,179	aftercare/late pick-up fees
43519	Majorette/Dance Program	-	12,500	12,500	12,500	12,500	\$50/10 mo for 25 scholars
43525	A la Carte Sales	5,860	14,638	14,638	14,638	14,638	misc student fees
43526	Field Trips	165	-	-	-	-	-
43527	Uniforms	6,510	17,313	21,606	25,900	25,761	\$69/student
43990	Technology Insurance Payments	4,267	-	-	-	-	payments from students for tech
	SUBTOTAL - Charges for Current Services	16,802	50,630	54,923	59,217	61,225	59,078
Other Local Revenues							

Board Handout

Memphis Merit Academy Multi-year Projection As of Apr FY2021

		Year 1 2020-21	Year 2 2021-22	Year 3 2022-23	Year 4 2023-24	Year 5 2024-25	Year 6 2025-26	Assumptions
44146	E-Rate Funding	8,084	8,084	8,084	8,084	8,084	8,084	USAC reimbursements
44570.1	Board Contributions	10,000	10,000	10,000	10,000	10,000	10,000	board/individual donations and fundraising activities
44570.2	School Fundraisers	7,648	20,000	20,000	20,000	20,000	20,000	Krispy Kreme fundraiser
44570.3	Foundations	31,640	-	-	-	-	-	Comm Foundation of Greater Memphis grant
44991	Other Local Revenue - Prior Years	1,347	-	-	-	-	-	PY E-rate reimbursement
	SUBTOTAL - Other Local Revenues	58,719	38,084	38,084	38,084	38,084	38,084	
State of Tennessee								
46200	Public Safety Grants	3,900	-	-	-	-	-	Safe Schools grant
46511	Basic Education Program	1,589,114	2,189,303	2,800,557	3,441,005	3,800,516	3,595,873	FY21: \$9,089 per ADM; 2.5% inflation in future years
46980	Tech Grants	32,202	-	-	-	-	-	Reopening/programmatic supports grant, tech grant, connectivity grant, GEER grant
46990	BEP Capital Outlay	66,000	72,631	92,003	111,939	120,619	111,341	\$377 per ADM; TN DoE facility subsidy
46991	Other State Revenues - Prior Years	(4,863)	-	-	-	-	-	FY20 true-up
	SUBTOTAL - State of Tennessee	1,686,352	2,261,934	2,892,560	3,552,944	3,921,135	3,707,214	
Federal Government								
47100.1	Charter School Program Startup Grant	34,600	-	-	-	-	-	CSP Remote Learning grant
47141	Title I - Grants to Local Education Agencies	100,029	134,761	168,104	201,447	192,417	177,829	\$695 per FRL student; prelim allocation from SCS
47590	CARES Act Funding	46,220	753,353	283,333	283,333	-	-	ESSER I - \$46,220; ESSER II - \$427,747 + \$42,273 Summer Camp; ESSER III: \$850K (prelim estimate)
47991	Federal - Prior Year (Not Accrued)	4,163	-	-	-	-	-	FY20 Title I
	SUBTOTAL - Federal Government	185,012	888,115	451,438	484,781	192,417	177,829	
TOTAL REVENUE		1,946,885	3,238,762	3,437,005	4,135,025	4,212,861	3,982,205	
EXPENSES								
Personnel								
104	Principal	107,432	109,581	111,772	114,008	116,288	118,614	See Payroll tab
105	Supervisor-Director	138,417	267,200	210,120	214,322	294,202	300,086	
116	Teachers	469,027	613,780	678,133	887,074	904,816	922,912	
162	Clerical Personnel	44,363	131,876	135,033	137,733	140,488	143,298	
166	Custodial Personnel	44,571	27,581	28,132	28,695	29,269	29,854	
169	Part-time Personnel	25,210	27,581	28,132	28,695	29,269	29,854	
172	Special Education Personnel	168,357	324,242	401,781	432,006	440,646	449,459	
	SUBTOTAL - Personnel	997,376	1,501,840	1,593,103	1,842,534	1,954,978	1,994,078	
Employer Taxes & Employee Benefits								
201	Social Security	61,837	93,114	98,772	114,237	121,209	123,633	6.2% of total wages
204	State Retirement	93,932	135,515	143,720	166,176	176,303	179,829	TCRS Legacy or Hybrid for cert staff; TCRS Support for class staff
207	Medical Insurance	60,200	122,235	134,876	164,455	176,064	183,106	United Healthcare, The Guardian; medical/dental/vision insurance for EEs
210	Unemployment Compensation	10,715	13,125	13,500	15,375	15,750	15,750	TN state unemployment - ER only tax
212	Employer Medicare	14,462	21,777	23,100	26,717	28,347	28,914	1.45% of total wages
	SUBTOTAL - Employer Taxes & Employee Benefits	241,146	385,765	413,968	486,960	517,672	531,232	
Contracted Services								
302	Advertising	2,727	4,000	4,060	4,121	4,183	4,245	Flat rate; website maintenance/upkeep
305	Audit Services	13,335	13,535	13,738	13,944	14,153	14,365	Flat rate; Marston Group; 990 + audit fees
306	Bank Charges	46	46	47	48	48	49	EdTec to code - Iberia Bank monthly fees
308	Relay Stipends	8,000	30,000	-	-	-	-	Relay GSE; \$3.5K/Relay Fellow per FY
308.2	E-Rate Consultant	1,467	1,489	1,512	1,534	1,557	1,581	Flat rate; annual consulting fee for USAC
308.4	Consultants	6,339	10,000	10,150	10,302	10,457	10,614	Flat rate; various contractors/consultants
308.5	Majorette/Dance Program	-	6,000	6,090	6,181	6,274	6,368	\$500/mo; expenses related to school dance program
312	Transcend/SEL	-	60,000	60,900	61,814	62,741	63,682	contract for SEL services
312.2	BES	10,000	25,000	25,000	25,000	25,000	25,000	Flat rate; Building Excellent Schools - follow on support
316	Contracts with Special Education Providers	20,667	40,000	49,524	59,048	27,619	25,714	\$952/SPED student; Speaking Life & Sweetgrass Counseling
322	Evaluation & Testing	37,745	34,000	42,432	50,864	54,808	50,592	\$136/student for \$21K Uchicago, \$11K Mastery Connect, \$2K NWEA
324	Financial Services	77,475	90,500	93,050	95,650	100,433	105,454	Y1 of 2 year contract; EdTec fees
325	Fiscal Agent Charges	35,000	35,000	35,000	35,000	35,000	35,000	SCS Authorizer Fees - capped at \$35K/year
328.3	Pest Control	1,096	1,113	1,129	1,146	1,163	1,181	\$91/month; Cook's Pest Control
330	Operating Lease Payments	148,000	160,000	172,000	180,000	182,700	185,441	\$11K/mo Nov - Feb, \$12K/mo Mar - Jun; Gregory Realty
331	Legal Services	10,000	10,000	10,000	10,000	10,000	10,000	Flat rate; reserve
335	Maintenance & Repair Services - Building	14,432	14,648	14,868	15,091	15,318	15,547	Flat rate; FY21: \$10K general maintenance/updates to building/bldg engineer, \$4,432 HVAC contract
340	Medical and Dental Services	17,000	60,000	60,900	61,814	62,741	63,682	contracted nurse with WellChild
348	Postal Charges	1,167	1,593	2,018	2,455	2,685	2,515	\$6/student; USPS/FedEx stamps, etc.
361	Permits	410	417	423	429	436	442	State/local permit filing fees
375	SchoolMint	10,193	10,193	10,193	10,193	10,193	10,193	\$10K/year - enrollment software

Board Handout

Memphis Merit Academy Multi-year Projection As of Apr FY2021

		Year 1 2020-21	Year 2 2021-22	Year 3 2022-23	Year 4 2023-24	Year 5 2024-25	Year 6 2025-26	Assumptions
377	Field Trips	10,601	12,500	15,834	19,265	21,070	19,741	\$26/student for college visits, museums, etc. plus inflation
378	Fundraising Expenses	10,000	10,150	10,302	10,457	10,614	10,773	Krispy Kreme fundraiser cost
380	Internet & Website Fees	1,000	1,015	1,030	1,046	22,772	23,114	Flat rate; Google, website branding, internet, host fees
383	Payroll Services	2,286	2,538	2,649	3,062	3,184	3,232	\$71/FTE; EdTec to code
384	Prior Year Expense - not accrued	6,042	-	-	-	-	-	EdTec to code
385	Security	2,081	2,112	2,144	2,176	2,209	2,242	\$132/mo, security/alarm monitoring fees; State Systems, ADS
387	Staff Recruiting	7,768	7,884	8,003	8,123	8,245	8,368	job postings, fairs, travel, stipends to recruit dually certified staff, etc.
388.1	Student Recruitment	2,000	2,500	2,458	2,495	1,185	-	\$39/new student recruited plus inflation
388.3	Parent Meetings	1,000	5,500	6,967	8,477	9,271	8,686	\$21/student plus inflation per night for 5 University Nights
390	SchoolRunner	7,148	9,752	12,353	15,030	16,439	15,402	\$38/student; student info system
391	Technology Services	30,658	32,138	33,300	35,178	36,127	36,401	Wired! Tech Partners; monthly IT support fees
	SUBTOTAL - Contracted Services	495,683	693,623	708,074	749,942	758,622	759,625	
Supplies & Materials								
410	Custodial Supplies	7,500	13,000	13,000	13,000	13,000	13,000	supplies, equipment, waxing, etc.
418.1	Copier Lease	18,000	18,270	18,544	18,822	19,105	19,391	\$1500/month; Dex Imaging, Great America Financial Services
429	Response to Intervention	12,945	17,660	22,371	27,218	29,769	27,891	\$70/student for progress monitoring tool and intervention curriculum plus inflation
432	SPED Materials	1,573	2,163	2,719	3,290	1,562	1,476	\$51/SPED student for modified manipulatives and books plus inflation
432.1	Library Books	-	17,568	21,538	25,623	27,794	26,273	\$2,800 for Leveled text library through CSP; \$58/student for library books, \$30K digital library
435	Office Supplies	6,129	6,221	6,314	6,409	6,505	6,603	\$302/month; supplies for staff/office/general use
449	Textbooks	313	50,000	63,336	77,061	84,282	78,965	\$200/student for classroom supplies, binders, pencils, lab supplies
451	Uniforms	19,295	26,324	33,345	40,570	44,372	41,573	\$104/student; MMA polo & khakis
452	Utilities	48,720	49,451	50,193	50,945	51,710	52,485	\$1.44/SF; MLGW
452.2	Internet	6,284	6,378	6,474	6,571	6,670	6,770	\$524/month; Comcast internet service (discounted rate per e-rate)
452.3	Waste	2,570	2,609	2,648	2,688	2,728	2,769	\$214/month; Waste Connections of TN
452.5	Cell Phone Service	2,570	2,609	2,648	2,687	2,728	2,769	\$214/month; Verizon
481	Instructional Supplies & Materials	32,432	50,000	62,400	74,800	80,600	74,400	FY21: includes Summer School supplies; FY22: \$200/student; LexiaCore, DreamBox
481.2	Printing Paper	1,200	7,000	8,867	10,789	11,799	11,055	\$6/student
482	Enrichment Supplies	14,064	19,187	24,304	29,571	32,342	30,302	\$59/student
482.1	Building Decorum	500	508	515	523	531	539	\$500/year for growth of building footprint
482.2	Gifts & Awards	4,720	15,000	19,001	23,118	25,285	23,690	\$60/student for pizza parties, community circles, student of the month
492	Professional Development Supplies	9,000	25,000	25,000	25,000	25,000	25,000	FY21: \$4,500 Bullseye, \$8,750 Instructional Facilitator, \$1K PD, \$2K gifted certification, \$4K DoO/HoS PD; FY22 - FY25:
494	Equipment - Computers	14,695	25,000	9,500	9,643	9,787	9,934	comp hardware, HDMI, Dongle extensions for Macbooks, covers, etc.
494.1	Student Computers	71,400	19,712	19,594	19,887	13,146	7,064	Chromebooks , laptop carts, headphones, projectors, speakers, doc cams
499.1	Staff Gifts and Awards	3,833	6,970	7,308	8,345	8,679	8,809	\$200/FTE; staff gatherings, teacher appreciation week, etc.
499.2	COVID-19 Supplies	54,444	15,000	15,225	-	-	-	includes \$7.1K for air purifiers; \$1K/year for filter replacements
	SUBTOTAL - Supplies & Materials	332,188	395,629	434,842	476,561	497,392	470,788	
Other Charges								
506	Liability Insurance	27,674	28,089	28,510	28,938	29,372	29,812	\$636/mo liability insurance + \$11K umbrella insurance; IPFS
514	Depreciation	148,288	162,566	149,171	149,171	27,074	15,576	EdTec to code
533	Criminal Investigation of Applicants	633	702	733	848	881	895	\$20/headcount; Identogo
	SUBTOTAL - Other Charges	176,594	191,357	178,414	178,956	57,327	46,283	
Debt Service								
604	Interest on Notes	39,893	36,285	32,397	28,207	23,117	18,675	interest expense due based on Hope Credit Union amortization schedule
611	Interest on Capitalized Leases	-	-	1,190	566	-	-	
	SUBTOTAL - Debt Service	39,893	36,285	33,586	28,773	23,117	18,675	
Capital Expenses								
709	Network Installation	1,000	1,000	1,000	1,000	1,000	1,000	additional \$1K/year for incidental/replacement equip as needed
711	Furniture & Fixtures	12,201	32,000	31,465	31,937	15,162	-	Staff & student furniture; School Outfitters
	SUBTOTAL - Capital Expenses	13,201	33,000	32,465	32,937	16,162	1,000	
TOTAL EXPENSES		2,296,081	3,237,498	3,394,453	3,796,663	3,825,271	3,821,650	

Board Handout

Memphis Merit Academy
Income Statement
As of Apr FY2021

				Actual	YTD	Budget								
				Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Forecast Spent
SUMMARY														
Revenue														
	Charges for Current Services			880	-	4,045	11,203	45,700	9,904	16,802	6,898	(28,899)	5,599	67%
	Other Local Revenues			8,112	7,655	6,217	57,086	31,699	52,079	58,719	6,640	27,020	1,633	97%
	State of Tennessee			165,523	167,852	165,523	1,515,868	1,536,986	1,686,352	1,686,352	-	149,366	170,484	90%
	Federal Government			2,066	11,754	31,917	91,813	132,425	531,873	185,012	(346,861)	52,587	93,199	50%
	Total Revenue			176,582	187,261	207,703	1,675,970	1,746,811	2,280,209	1,946,885	(333,323)	200,075	270,915	86%
Expenses														
	Personnel			79,734	92,341	90,314	765,625	900,171	969,901	997,376	(27,475)	(97,205)	231,751	77%
	Employer Taxes & Employee Benefits			17,581	17,261	8,647	137,798	206,441	236,593	241,146	(4,553)	(34,706)	103,348	57%
	Contracted Services			44,582	29,846	45,111	400,000	509,608	515,415	495,683	19,732	13,925	95,683	81%
	Supplies & Materials			37,431	21,096	20,553	265,511	248,935	321,377	332,188	(10,810)	(83,252)	66,677	80%
	Other Charges			13,912	12,174	33,907	155,715	72,091	176,594	176,594	-	(104,503)	20,880	88%
	Debt Service			3,403	3,051	3,352	33,956	39,893	39,893	39,893	-	-	5,936	85%
	Capital Expenses			-	-	-	12,201	1,000	13,201	13,201	-	(12,201)	1,000	92%
	Total Expenses			196,643	175,770	201,884	1,770,806	1,978,138	2,272,974	2,296,081	(23,107)	(317,942)	525,275	77%
Operating Income				(20,061)	11,492	5,818	(94,836)	(231,328)	7,234	(349,196)	(356,430)	(117,868)	(254,360)	
Fund Balance														
	Beginning Balance (Unaudited)							379,253	467,205	467,205				
	Audit Adjustment							-	55,420	55,420				
	Operating Income							(231,328)	7,234	(349,196)				
Ending Fund Balance								147,925	529,859	173,429				
	Fund Balance as a % of Expenses							7.5%	23.3%	7.6%				
	Debt Service Coverage Ratio								2.26	(1.86)				
KEY ASSUMPTIONS														
Enrollment Breakdown														
	K							62	62	62	-	-		
	1							93	93	93	-	-		
	2							31	31	31	-	-		
	Total Enrolled							186	186	186	-	-		
ADM %								94.0%	94.0%	94.0%	0.0%	0.0%		
Total ADM								174.8	174.8	174.8	-	-		
REVENUE														
Charges for Current Services														
43518	Tuition - After School Program			-	-	-	-	6,179	-	-	-	(6,179)	-	
43519	Majorette/Dance Program			-	-	-	-	12,500	-	-	-	(12,500)	-	
43525	A la Carte Sales			70	-	2,228	2,388	14,141	160	5,860	5,700	(8,281)	3,472	41%
43526	Field Trips			-	-	-	165	-	165	165	-	165	-	100%
43527	Uniforms			810	-	619	4,382	12,881	6,510	6,510	-	(6,371)	2,128	67%
43990	Technology Insurance Payments			-	-	1,198	4,267	-	3,069	4,267	1,198	4,267	-	100%
	SUBTOTAL - Charges for Current Services			880	-	4,045	11,203	45,700	9,904	16,802	6,898	(28,899)	5,599	67%
Other Local Revenues														
44146	E-Rate Funding			-	-	2,695	2,695	8,084	8,084	8,084	-	-	5,389	33%

Board Handout

Memphis Merit Academy
Income Statement
As of Apr FY2021

		Actual			YTD	Budget						
		Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Forecast Spent
44570.1	Board Contributions	350	-	844	2,360	10,000	10,000	10,000	-	-	7,640	24%
44570.2	School Fundraisers	60	-	-	7,648	13,615	7,648	7,648	(0)	(5,967)	(0)	100%
44570.3	Foundations	-	-	6,640	31,640	-	25,000	31,640	6,640	31,640	-	100%
44991	Other Local Revenue - Prior Years	-	-	-	1,347	-	1,347	1,347	-	1,347	-	100%
44999	Other Local Revenue - Uncategorized	7,702	7,655	(3,961)	11,397	-	-	-	-	-	(11,397)	
SUBTOTAL - Other Local Revenues		8,112	7,655	6,217	57,086	31,699	52,079	58,719	6,640	27,020	1,633	97%
State of Tennessee												
46200	Public Safety Grants	-	2,328	-	2,328	-	3,900	3,900	-	3,900	1,572	60%
46511	Basic Education Program	158,923	158,923	158,923	1,426,801	1,484,534	1,589,114	1,589,114	-	104,580	162,312	90%
46980	Tech Grants	-	-	-	32,202	-	32,202	32,202	-	32,202	-	100%
46990	BEP Capital Outlay	6,600	6,600	6,600	59,400	52,452	66,000	66,000	-	13,548	6,600	90%
46991	Other State Revenues - Prior Years	-	-	-	(4,863)	-	(4,863)	(4,863)	-	(4,863)	-	100%
SUBTOTAL - State of Tennessee		165,523	167,852	165,523	1,515,868	1,536,986	1,686,352	1,686,352	-	149,366	170,484	90%
Federal Government												
47100.1	Charter School Program Startup Grant	-	-	26,769	26,769	-	34,600	34,600	-	34,600	7,831	77%
47141	Title I - Grants to Local Education Agencies	-	4,750	-	28,500	91,503	100,029	100,029	-	8,526	71,529	28%
47590	CARES Act Funding	2,066	7,004	985	32,381	40,922	397,244	46,220	(351,024)	5,298	13,839	70%
47991	Federal - Prior Year (Not Accrued)	-	-	4,163	4,163	-	-	4,163	4,163	4,163	-	100%
SUBTOTAL - Federal Government		2,066	11,754	31,917	91,813	132,425	531,873	185,012	(346,861)	52,587	93,199	50%
TOTAL REVENUE		176,582	187,261	207,703	1,675,970	1,746,811	2,280,209	1,946,885	(333,323)	200,075	270,915	86%
EXPENSES												
Personnel												
104	Principal	8,953	8,953	8,953	89,527	107,432	107,432	107,432	-	-	17,905	83%
105	Supervisor-Director	10,667	10,667	10,667	106,667	128,000	138,942	138,417	525	(10,417)	31,750	77%
116	Teachers	37,752	40,656	39,906	353,985	491,879	441,027	469,027	(28,000)	22,853	115,042	75%
162	Clerical Personnel	3,023	5,686	6,237	36,109	36,279	44,363	44,363	-	(8,083)	8,254	81%
166	Custodial Personnel	2,964	2,964	2,964	30,601	36,000	44,571	44,571	-	(8,571)	13,970	69%
169	Part-time Personnel	2,253	2,403	2,253	20,853	-	25,210	25,210	-	(25,210)	4,357	83%
172	Special Education Personnel	14,122	21,012	19,335	127,883	100,580	168,357	168,357	-	(67,777)	40,473	76%
SUBTOTAL - Personnel		79,734	92,341	90,314	765,625	900,171	969,901	997,376	(27,475)	(97,205)	231,751	77%
Employer Taxes & Employee Benefits												
201	Social Security	4,585	5,366	5,380	44,728	55,811	60,134	61,837	(1,703)	(6,027)	17,110	72%
204	State Retirement	6,995	7,334	8,008	62,261	82,453	91,459	93,932	(2,473)	(11,479)	31,671	66%
207	Medical Insurance	3,423	2,449	(6,346)	14,015	48,000	60,200	60,200	-	(12,200)	46,185	23%
210	Unemployment Compensation	1,507	857	346	6,333	7,125	10,737	10,715	22	(3,590)	4,382	59%
212	Employer Medicare	1,072	1,255	1,258	10,461	13,052	14,064	14,462	(398)	(1,409)	4,001	72%
SUBTOTAL - Employer Taxes & Employee Benefits		17,581	17,261	8,647	137,798	206,441	236,593	241,146	(4,553)	(34,706)	103,348	57%
Contracted Services												
302	Advertising	-	-	-	-	2,727	2,727	2,727	-	-	2,727	0%
304	Architects	-	-	-	-	5,000	5,000	-	5,000	5,000	-	
305	Audit Services	-	-	-	13,335	12,000	13,335	13,335	-	(1,335)	-	100%
306	Bank Charges	-	-	-	-	244	46	46	-	198	46	0%
308	Relay Stipends	-	-	-	8,000	3,500	8,000	8,000	-	(4,500)	-	100%
308.2	E-Rate Consultant	-	-	-	1,467	1,370	1,467	1,467	-	(97)	-	100%
308.4	Consultants	-	-	855	6,339	20,000	5,484	6,339	(855)	13,661	-	100%
308.5	Majorette/Dance Program	-	-	-	-	6,000	-	-	-	6,000	-	
312.2	BES	10,000	-	-	10,000	-	10,000	10,000	-	(10,000)	-	100%

Board Handout

Memphis Merit Academy
Income Statement
As of Apr FY2021

		Actual			YTD	Budget						
		Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Forecast Spent
316	Contracts with Special Education Providers	3,191	1,570	1,063	14,795	41,333	20,667	20,667	-	20,667	5,872	72%
322	Evaluation & Testing	-	-	-	27,222	37,745	37,745	37,745	-	-	10,523	72%
324	Financial Services	6,626	6,626	6,626	62,629	69,787	91,975	77,475	14,500	(7,688)	14,846	81%
325	Fiscal Agent Charges	-	-	17,500	35,000	35,000	35,000	35,000	-	-	-	100%
328.3	Pest Control	180	90	-	810	1,096	1,096	1,096	-	-	286	74%
330	Operating Lease Payments	12,004	12,004	13,004	121,035	148,000	148,000	148,000	-	-	26,965	82%
331	Legal Services	-	-	-	-	10,000	10,000	10,000	-	-	10,000	0%
335	Maintenance & Repair Services - Building	1,108	265	-	12,632	14,432	14,432	14,432	-	-	1,800	88%
340	Medical and Dental Services	2,006	2,831	4,650	13,678	8,496	17,000	17,000	-	(8,504)	3,322	80%
348	Postal Charges	30	39	-	200	1,167	1,167	1,167	-	0	968	17%
361	Permits	247	-	-	410	216	410	410	-	(195)	-	100%
375	SchoolMint	-	-	-	10,193	9,500	10,193	10,193	-	(693)	-	100%
377	Field Trips	-	-	-	4,901	9,300	4,901	10,601	(5,700)	(1,301)	5,700	46%
378	Fundraising Expenses	-	-	-	7,716	14,209	10,000	10,000	-	4,209	2,284	77%
380	Internet & Website Fees	6	19	-	61	5,046	1,000	1,000	-	4,046	939	6%
383	Payroll Services	308	231	241	1,898	2,218	2,286	2,286	-	(68)	387	83%
384	Prior Year Expense - not accrued	-	-	-	6,042	-	6,042	6,042	-	(6,042)	(0)	100%
385	Security	412	208	-	1,581	5,615	2,081	2,081	-	3,534	500	76%
387	Staff Recruiting	2,572	1,252	-	6,268	1,857	7,768	7,768	-	(5,910)	1,500	81%
388.1	Student Recruitment	314	-	-	1,032	8,787	8,787	2,000	6,787	6,787	968	52%
388.3	Parent Meetings	-	-	-	-	5,553	1,000	1,000	-	4,553	1,000	0%
390	SchoolRunner	-	2,009	-	5,955	7,148	7,148	7,148	-	0	1,193	83%
391	Technology Services	5,579	2,701	1,172	26,801	22,261	30,658	30,658	-	(8,397)	3,857	87%
SUBTOTAL - Contracted Services		44,582	29,846	45,111	400,000	509,608	515,415	495,683	19,732	13,925	95,683	81%
Supplies & Materials												
410	Custodial Supplies	1,929	415	507	5,923	13,000	7,500	7,500	-	5,500	1,577	79%
418.1	Copier Lease	537	1,668	537	11,485	18,000	18,000	18,000	-	-	6,515	64%
429	Response to Intervention	-	-	-	11,278	11,674	12,945	12,945	-	(1,271)	1,667	87%
432	SPED Materials	-	-	-	1,177	1,573	1,573	1,573	-	-	396	75%
432.1	Library Books	-	-	-	-	13,798	-	-	-	13,798	-	-
435	Office Supplies	429	2,483	-	3,629	7,800	6,129	6,129	-	1,671	2,500	59%
449	Textbooks	-	-	-	313	18,600	313	313	-	18,287	-	100%
451	Uniforms	1,296	777	5,155	19,295	18,000	16,140	19,295	(3,155)	(1,295)	-	100%
452	Utilities	3,208	3,594	-	35,370	48,720	48,720	48,720	-	(0)	13,350	73%
452.2	Internet	-	-	-	3,481	6,284	6,284	6,284	-	-	2,803	55%
452.3	Waste	222	222	-	2,071	2,466	2,570	2,570	-	(104)	500	81%
452.5	Cell Phone Service	463	-	-	1,848	2,570	2,570	2,570	-	-	722	72%
481	Instructional Supplies & Materials	1,644	-	130	18,289	27,900	27,900	32,432	(4,532)	(4,532)	14,143	56%
481.2	Printing Paper	-	-	-	107	5,167	1,200	1,200	-	3,967	1,093	9%
482	Enrichment Supplies	177	1,331	-	11,064	10,099	14,064	14,064	-	(3,965)	3,000	79%
482.1	Building Decorum	-	-	-	-	500	500	500	-	-	500	0%
482.2	Gifts & Awards	-	350	-	928	4,720	4,720	4,720	-	-	3,792	20%
492	Professional Development Supplies	1,145	-	-	2,201	30,250	9,000	9,000	-	21,250	6,799	24%
494	Equipment - Computers	1,433	-	6,796	13,588	6,000	13,000	14,695	(1,695)	(8,695)	1,107	92%
494.1	Student Computers	21,802	-	1,428	71,400	-	69,972	71,400	(1,428)	(71,400)	0	100%
499.1	Staff Gifts and Awards	-	-	-	3,618	814	3,833	3,833	-	(3,019)	215	94%
499.2	COVID-19 Supplies	3,146	10,256	6,000	48,444	1,000	54,444	54,444	-	(53,444)	6,000	89%
SUBTOTAL - Supplies & Materials		37,431	21,096	20,553	265,511	248,935	321,377	332,188	(10,810)	(83,252)	66,677	80%
Other Charges												
506	Liability Insurance	2,497	564	-	18,582	11,354	27,674	27,674	-	(16,319)	9,092	67%
514	Depreciation	11,399	11,399	11,399	113,992	60,368	148,288	148,288	-	(87,920)	34,296	77%
533	Criminal Investigation of Applicants	141	211	-	633	369	633	633	-	(263)	0	100%

Board Handout

Memphis Merit Academy
Income Statement
As of Apr FY2021

		Actual			YTD	Budget						
		Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Forecast Spent
599	All Other Charges	(125)	0	22,508	22,508	-	-	-	-	-	(22,508)	
	SUBTOTAL - Other Charges	13,912	12,174	33,907	155,715	72,091	176,594	176,594	-	(104,503)	20,880	88%
Debt Service												
604	Interest on Notes	3,403	3,051	3,352	33,956	39,893	39,893	39,893	-	-	5,936	85%
	SUBTOTAL - Debt Service	3,403	3,051	3,352	33,956	39,893	39,893	39,893	-	-	5,936	85%
Capital Expenses												
709	Network Installation	-	-	-	-	1,000	1,000	1,000	-	-	1,000	0%
711	Furniture & Fixtures	-	-	-	12,201	-	12,201	12,201	-	(12,201)	-	100%
	SUBTOTAL - Capital Expenses	-	-	-	12,201	1,000	13,201	13,201	-	(12,201)	1,000	92%
TOTAL EXPENSES		196,643	175,770	201,884	1,770,806	1,978,138	2,272,974	2,296,081	(23,107)	(317,942)	525,275	77%

Board Handout

Memphis Merit Academy Monthly Cash Forecast As of Apr FY2021

	2020-21													2021-22														
	Actuals & Forecast													Actuals & Forecast														
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Actuals	Dec Actuals	Jan Actuals	Feb Actuals	Mar Actuals	Apr Actuals	May Forecast	Jun Forecast	Forecast Remaining Balance	Jul Forecast	Aug Forecast	Sep Forecast	Oct Forecast	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast	Forecast Remaining Balance		
Beginning Cash	379,638	276,173	297,377	338,567	352,272	348,714	418,929	407,744	400,815	430,017	462,912	397,386	-	341,397	67,669	321,455	275,644	270,680	281,575	411,385	386,280	396,174	513,519	531,498	315,199	-		
REVENUE																												
Charges for Current Services	-	-	5,604	335	30	-	309	880	-	4,045	2,800	2,800	16,802	-	-	-	5,063	5,063	5,063	5,063	5,063	5,063	5,063	5,063	5,063	50,630		
Other Local Revenues	5,209	469	(3,879)	2,730	7,156	25,083	(2,267)	8,112	7,655	6,217	(2,187)	3,820	58,719	-	833	833	2,833	2,833	2,833	2,833	2,833	2,833	10,917	2,833	2,833	38,084		
State of Tennessee	-	181,535	191,735	166,470	152,231	154,731	170,269	165,523	167,852	165,523	1,572	168,912	1,686,352	-	-	226,193	226,193	226,193	226,193	226,193	226,193	226,193	226,193	226,193	226,193	2,261,934		
Federal Government	-	2,800	-	3,995	-	19,000	20,281	2,066	11,754	31,917	10,003	31,673	185,012	51,523	-	356,000	13,476	13,476	13,476	13,476	13,476	145,927	13,476	13,476	145,927	888,115		
TOTAL REVENUE	5,209	184,804	193,460	173,530	159,417	199,414	188,592	176,882	187,261	207,793	12,187	287,205	1,946,885	51,523	833	583,027	247,566	247,566	247,566	247,566	247,566	380,917	247,566	247,566	380,917	3,238,762		
EXPENSES																												
Personnel	67,156	72,622	70,358	75,124	73,053	71,772	73,151	79,734	92,341	90,314	100,245	131,506	997,376	-	120,367	125,588	125,588	125,588	125,588	125,588	125,588	125,588	125,588	125,588	125,588	1,501,840		
Employer Taxes & Employee Benefits	11,315	11,572	3,590	15,403	18,624	16,323	17,481	17,581	17,261	8,647	74,994	28,355	241,146	-	31,349	32,220	32,220	32,220	32,220	32,220	32,220	32,220	32,220	32,220	32,220	385,765		
Contracted Services	35,801	33,118	26,265	51,951	28,253	26,596	78,477	44,582	29,846	45,111	47,255	48,428	495,683	-	58,105	43,095	49,039	61,539	49,039	62,573	85,039	50,039	75,039	50,039	60,039	693,623		
Supplies & Materials	53,920	50,933	24,415	19,439	11,589	11,511	14,624	37,431	21,096	20,653	33,852	32,785	332,188	-	86,001	79,031	44,659	23,644	20,287	20,287	20,287	20,287	20,287	20,287	20,287	395,628		
Other Charges	576	1,427	295	3,020	9,354	68,960	12,088	13,912	12,174	33,907	(5,805)	26,484	176,594	-	15,400	14,698	14,698	14,698	14,698	14,698	14,698	14,698	14,698	14,698	14,698	191,357		
Debt Service	3,454	3,546	3,523	3,386	3,475	3,340	3,427	3,403	3,051	3,352	2,746	3,190	39,893	-	3,165	3,140	3,115	3,089	3,064	3,038	3,012	2,986	2,959	2,933	2,906	36,285		
Capital Expenses	1,783	6,396	-	1,043	2,979	-	-	-	-	-	-	1,000	13,201	-	333	333	32,333	-	-	-	-	-	-	-	-	-	33,000	
TOTAL EXPENSES	174,005	179,613	128,446	169,366	147,327	198,502	199,249	196,643	175,770	201,884	253,526	271,749	2,296,081	-	314,721	296,105	301,652	260,779	244,895	258,404	280,843	245,817	270,791	245,764	245,738	269,989	3,237,498	
Operating Cash Inflow (Outflow)	-	(168,786)	8,191	65,014	5,163	12,089	913	(10,658)	(20,061)	11,492	5,818	(241,349)	(84,543)	(349,196)	51,523	(313,888)	284,922	(84,087)	(13,213)	2,671	121,613	(33,277)	1,749	109,226	9,885	(224,365)	119,028	1,264
Revenues - Prior Year Actuals	49,665	-	-	-	-	-	-	-	-	-	-	-	-	-	51,523	-	-	-	-	-	-	-	-	-	-	-	-	
Other Assets	22,499	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	-	-	-	-	-	68,395	11,399	11,399	11,399	11,399	2,980	12,561	-	-	(7,331)	(27,078)	12,357	12,357	12,357	12,357	12,357	12,357	12,357	12,357	12,357	26,635	-	
Accounts Payable - Current Year	(3,090)	19,665	(20,149)	13,353	(11,925)	4,764	(8,156)	5,528	10,457	19,523	(44,435)	-	-	-	(4,032)	(4,057)	(4,083)	-	(4,108)	(4,134)	(4,160)	(4,186)	(4,212)	(4,238)	(4,265)	(4,291)	(4,318)	-
Loans Payable (Long Term)	(3,743)	(3,651)	(3,675)	(3,811)	(3,722)	(3,857)	(3,771)	(3,795)	(4,146)	(3,845)	217,269	(4,007)	-	-	(4,032)	(4,057)	(4,083)	-	(4,108)	(4,134)	(4,160)	(4,186)	(4,212)	(4,238)	(4,265)	(4,291)	(4,318)	-
Ending Cash	276,173	297,377	338,567	352,272	348,714	418,929	407,744	400,815	430,017	462,912	397,386	341,397	-	67,669	321,455	275,644	270,680	281,575	411,385	386,280	396,174	513,519	531,498	315,199	447,544	-		
Days Cash on Hand	47	51	58	60	59	71	69	68	73	79	68	58	-	8	38	33	32	33	49	46	47	61	63	37	53	-	-	

Memphis Merit Academy
Balance Sheet
As of Apr FY2021

	Jun FY2020	Apr FY2021	YTD Change
ASSETS			
Cash Balance	379,638	462,912	83,274
Current Assets	123,111	50,947	(72,164)
Capital Assets	575,264	461,272	(113,992)
Other Assets	19,473	19,473	-
TOTAL ASSETS	1,097,487	994,604	(102,882)
LIABILITIES & EQUITY			
Accounts Payable	8,677	34,382	25,706
Payroll Deductions Payable	5,789	10,053	4,264
Long-Term Liabilities	560,395	522,380	(38,016)
Beginning Net Assets	434,302	522,625	88,323
Net Income (Loss) to Date	88,323	(94,836)	(183,159)
TOTAL LIABILITIES & EQUITY	1,097,487	994,604	(102,883)



Memphis Merit Academy Charter School SUMMER LEARNING LOSS AND PROMOTION POLICY

Background. As part of the Extraordinary Legislative Session on Education, the General Assembly passed SB7002/HB7004, the Tennessee Learning Loss Remediation and Student Acceleration Act. This bill requires LEAs to provide the following summer programs commencing in the summer of 2021:

- summer learning camps for students entering grades 1 through 5;
- after-school learning mini-camps for students entering grades 1 through 5; and
- learning loss bridge camps for students entering grades 6 through 8 for the summers of 2021 and 2022, and for grades 4 through 8 for the summer of 2023 and thereafter.

Further information on the requirements for Summer Learning Loss can be found here:

<https://www.tn.gov/education/top-links/2021-special-session-legislation.html>

Definitions.

Priority Student- Any Memphis Merit Academy scholar identifies as a priority students if the student fits into any of the ~~as the~~ following categories:

1. Students who score below proficient in math or ELA,
2. students who attend a school with less than 50% student proficiency in math or ELA,
3. students eligible for TANF benefits,
- OR
4. students who score below proficient on a department developed or state board approved screener. ~~are the primary focus of programs.~~

Summer Learning Loss Camp (Summer 2021 and Summer 2022)

- Applies to students who have completed grades K-4
- Minimizies~~ing~~ potential parent work conflicts; ~~it~~ are~~is~~ bussing to and from schools as well as student lunches are~~is~~ included in proposed legislation.
- Coursework to include mathematics, and ELA
- Instruction during the six-week program includes a complete 6.5 hour day
- For students entering grades 1 through 5
- Held 5 days per week for 6 weeks with 6 hours of daily programming

After-school learning mini-camps (Summer 2021 and Summer 2022)

- Applies to students who have completed grades K-4 and~~e~~ focuses~~Focus~~ on STEAM education
- Applies to school year 2021 and 2022
- Includes ~~it~~ Learning loss bridge camps
- Applies to students entering grade 6-8 and expands to grades 4-8 in summer 2023
- Instruction during the four-week program includes a complete 6.5 hour day.
- Known as STREAM (Science, Technology, Reading, Engineering, Arts, and Math) ?



- Held 4 days per week for six weeks with one additional hour of programming immediately following the end of the summer learning camp

Learning Loss Bridge Camps (Summer 2021 and Summer 2022)

- For students entering grades 6 through 8
- Held 5 days per week for 4 weeks with 6 hours of daily programming
- Bridge Camps Programming Requirements Learning Loss Bridge Camps (Summer 2023 and each year thereafter) ?
- For students entering grades 4 through 8
- Held 5 days per week for 4 weeks with 6 hour

Bridge camp programs will remain in force annually after 2023 once the school has 6th through 8th grade enrollment. They will apply to outgoing third grade students who are considered non-proficient on third grade ELA Tennessee Comprehensive Assessment Program (TCAP) testing.

Summer Learning Loss Camp Policy. Memphis Merit Academy Charter School will identify priority scholars each year. Priority scholars *must* attend Summer Learning Loss camp(s) when offered by the school to address learning loss in accordance with - [SB7002/HB7004](#). Priority scholars not attending summer learning loss camp in the 3rd grade, not achieving “mastered” or “on track” may be retained. Non-priority students may enroll after the initial enrollment period if there are available seats and funds available.

Updated Promotional Policy based on Learning Loss

Promotion Policy

Memphis Merit Academy’s promotion policy is rooted in a balance of understanding that while students learn at different rates and may experience plateaus at different times as they grow, mastery of grade level academic standards is the best measure for promotion to the next grade level. It ensures that a student can be successful in the academic challenges of the next grade level. Grade-level promotion is determined based on attendance, student mastery of content as depicted in final grades, and final exam requirements.

In order to be promoted to the next grade, three factors are considered: attendance, overall reading level, and grade-level standard mastery, as cited on the report card. In addition, a student in the third grade cannot be promoted to the next grade level unless the student is determined to be proficient in ELA based on the student’s achieving a performance level rating of “on track” or “mastered” on the ELA portion of the student’s most recent state assessment (TNREADY). Students who accumulate more than 9 absences during the school year will be at risk for retention in their current grade-level. Please refer to the attendance policy section of this handbook for more details on this policy. Please note that absences resulting from out-of-school suspensions are not excused. Students who are not reading on grade level by the end of the academic year are eligible for retention, and students who are reading more than half a year below grade level according to the final assessment results may be in jeopardy of being retained in their current grade-level. Parents of students who are in jeopardy of being retained will receive notice of this possibly in writing at



the end of the second trimester. Promotion recommendations are made by classroom teachers, and final promotion decisions will be made by the Head of School. The school reserves the right to make exceptions to this policy given special circumstances.

Student Retention and Additional Student Supports

Beginning with the 2022-2023 school year, a student in the third grade cannot be promoted to the next grade level unless the student is determined to be proficient in ELA based on the student's achieving a performance level rating of "on track" or "mastered" on the ELA portion of the student's most recent TCAP test.

A student who is not proficient but earns a performance level rating of "approaching" on the ELA portion of the student's most recent TCAP test may be promoted if:

1. The student is an English language learner and has received less than two (2) years of ELA instruction;
2. The student was previously retained in any of the grades K-3;
3. The student is retested before the beginning of the next school year and scores proficient in ELA;
4. The student attends a learning loss bridge camp before the beginning of the upcoming school year, maintains a ninety percent (90%) attendance rate at the camp, and the student's performance on the post-test administered to the student at the end of the learning loss bridge camp demonstrates adequate growth, as determined by the department; or
5. The student is assigned a tutor through TN ALL Corps to provide the student with tutoring services for the entirety of the upcoming school year based on tutoring requirements established by the department.

A student who is promoted to the fourth grade based on the assignment of a TN ALL Corps tutor must show adequate growth on the fourth grade ELA portion of the TCAP test, as determined by the department, before the student may be promoted to the fifth grade. A student cannot be retained in the fourth grade more than once.

Funding. Charter schools may use temporary assistance for needy families (TANF) program funds to cover up to fifty percent (50%) of the costs associated with providing tutoring services for students identified above.

Starting in the 2021-2022 school year, LEAs and charter schools may also authorize PK-2 teachers to use the results of the Tennessee universal math screener, Tennessee universal reading screener or another universal reading screener approved by the State Board of Education as an alternative growth model to generate individual growth scores for teacher evaluations.



The new law also creates the Tennessee Accelerated Literacy and Learning Corps (TN ALL Corps), a network of high-quality tutors to assist school LEAs, schools, partner organizations, and parents in remediating learning loss.



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Proposal:
Intuition Support

For



Memphis Merit Academy
4775 American Way
Memphis, TN 38118

Appendix A: Support Offering

I. Summary

This is an unlimited labor proposal to provide support for all end users, devices, and network infrastructure.

II. Terms

1. Dates: 7/1/2021 – 6/30/2022
2. Supported sites: 4775 American Way, Memphis, TN 38118
3. Pricing – Per Month

WIRED! Support 2021-2022	Site Network	Staff			Student			Total Support
		Qty	Rate	Total	Qty	Rate	Total	
Memphis Merit	\$ 900.00	32	\$13.50	\$ 432.00	246	\$3.00	\$ 738.00	\$ 2,070.00

III. Scope of Coverage

1. Unlimited Help Desk, Remote, and Onsite Support

- Unlimited 24x7x365 end user Help Desk Support
- Includes unlimited Support for all end user technology needs including (but not limited to):
 - Devices
 - Desktop computers
 - Laptop computers
 - Mobile devices including tablets and smart phones
 - Chromebooks
 - Projectors, document cameras, and interactive boards
 - Printers
 - Scanners
 - Phone systems (if supported)
 - Access control and video surveillance systems
 - Application support
- WIRED! has determined that the highest level of customer satisfaction is obtained when the end user reports the issue directly to the WIRED! Support team instead of through an internal gate keeper. WIRED! will customize this process for your organization to loop in your assigned point of contact (POC) and promptly escalate tickets that require the attention of your POC. We recommend that end users submit Support tickets via any of the following approved methods:
 - Email – support@wiredtech.com
 - Web – support.wiredtech.com

- Phone – 877.957.0780
- End users should expect the following timeline for Support:
 - Immediate confirmation of issue submission
 - **Priority 1** - 30 minute network down response with a 4 hour resolution target
 - Partial or full school network/internet access down
 - Server(s) down
 - Email/messaging infrastructure down or non-functional
 - Staff member crashed laptop or desktop (with no other laptop available)
 - Virus infection impacting network performance
 - Core application down (food service, testing, etc.)
 - Sharing platform down
 - Other items as defined by the customer
 - **Priority 2** - 2 hour user Support response with a 24 hour resolution target
 - Printer non-functional, but other printers available
 - Spyware/malware removal
 - Non-critical software issue
 - Staff member crashed laptop or desktop (use of another laptop is available)
 - Spare laptop or desktop reconfiguration
 - Other items as defined by the customer
 - **Priority 3** – Schedule campus visit
 - Non-critical software or hardware issues
 - Regular maintenance activities
 - Non-critical moves and changes to existing hardware, software, or configuration

2. Onsite Support

- Scheduled proactive site visits
- Reactive site visits as needed
- Dedicated support engineers

3. Unlimited Proactive Maintenance

- Managed server
- 24x7 advanced performance monitoring
 - Weekly analysis of:
 - Errors, warnings, and informational alerts concerning:
 1. Applications and databases running on server(s)
 2. Operating system, services and server(s) hardware

- 3. System and network security and intrusion detection
 - Server disk space, utilization and health of server(s)
 - Print queues, terminal server sessions, mail queues, bad mail, etc.
 - Memory usage and Virtual memory utilization
 - Processor utilization and performance
 - Daily review of backup log
 - Weekly confirmation that Anti-Virus program(s) are updating on server(s)
 - Weekly running of windows update on server(s), including installation of any pertinent service packs, security updates, and patches
 - Monthly reporting on any problem resolution and the status of hot fixes or patches applied
- Business Disruption Avoidance and Disaster Planning and Preparation
 - Review of “Backup Calendar”
 - Semi-Annual restore from randomly selected media of:
 - Exchange Mailbox (assumes Microsoft Exchange Server)
 - Selected files and folders
 - Mission Critical application’s database
 - Semi-Annual analysis of integrity of all external media
 - Monthly (or as necessary) cleaning of tape drive(s)
 - Quarterly test of UPS Battery Backup shut down procedure and battery life time
 - Semi-Annual test of RAID functionality and rebuild procedures
 - Semi-Annual reporting (or more often as needed) on any issues, including:
 - Backup Log errors, warnings and their causes – as they demand attention
 - Identification of skipped files during backup operations – as they demand attention
 - Identification of files and/or folders that are excluded from backup operations and the reason for their exclusion
 - Results from testing of UPS, RAID, and restore tests
 - Age and replacement dates of all media
 - Review of all dates backup operations were unsuccessful and the cause of the failure
 - Any corrective actions taken

- Any future concerns regarding issues (if any)
 - Our plan or recommendation to resolve any issues
- Off-Site Backup Service
 1. **This service includes a backup from your local servers to offsite WIRED! servers on an incremental daily basis**
 2. All data transferred between your network and WIRED! is securely encrypted via 256-bit SSL. Your Backup Sets are stored in a password-protected encrypted state.
- Server configuration management
- Key application support
- Exchange/hosted mail management
- Microsoft and 3rd party patch management
- Real time server optimization
- Scheduled preventative maintenance
- Managed workstation
 - Workstation configuration management
 - Microsoft and 3rd party patch management
 - Scheduled preventative maintenance
- Managed network
 - Firewall management and maintenance
 - Router and switch performance monitoring
- Managed security
 - Anti-virus monitoring and management
 - Anti-spam monitoring and management
 - Regular vulnerability scan and report
- Documentation collection and maintenance
 - Network map, location of assets, PC inventory and specifications
 - Server configuration, installations, and patches applied
 - Vendor contact information
 - Software licenses
 - Warranty and service plan information
 - Policies and procedures
 - All work logs from any onsite and remote service work performed
- 4. **Unlimited Technology Consulting**
 - We understand that you do not have an IT department. We encourage you to approach our ongoing relationship as if WIRED! is your outsourced IT manager/department. We will provide you with the details you need to make timely, informed decisions. No one at WIRED! works on any form of a commission system. While we do sell hardware, we are not interested in selling hardware. Our only goal is to support you.
 - Strategic planning

- Hardware and software procurement
- Bandwidth procurement and ISP management
- Disaster and recovery planning
- Budgetary process
 - Work closely on technology related expenditures portions of annual budget
 - Allocate timelines for the retiring and acquisition of hardware and software
 - Anticipate future needs for planning purposes
 - Provide reports indicating the age and performance of hardware, to Support the customer's procurement process
- Vendor liaison Support and vendor management
 - ISP and Telecom vendors
 - Business Machine vendors
 - Software/Application vendors
 - Data/Infrastructure vendors
- License renewal planning and management

5. Non-covered items

- Acts of God such as wind, water, and fire
- Vandalism
- Installation projects – This agreement does not cover installation of new (in-wall) cabling, projectors, video surveillance cameras, or access control systems. Replacement of one of these existing devices is covered. Set-up of new staff and student devices (including loading of carts) is covered.
- Hardware/software – This agreement covers labor only. Any needed hardware or software will be quoted for approval. A Purchase Order must be received before proceeding

WIRED! Managed Services Agreement Terms and Conditions

The following terms and conditions are incorporated into the WIRED! Managed Services Agreement ("Agreement") made between WIRED! and the Customer stated on the Agreement ("Customer"). These terms and conditions cover only the equipment, users and resources listed in the Agreement at the locations stated in the Agreement ("Customer's location") for the period of time stated in the Agreement. By reference, all additional terms and conditions contained in Appendix A are incorporated and made part of this agreement.

SCOPE OF SERVICES: WIRED! agrees to provide the support services outlined in Exhibit "A" at the Customer's location listed in Appendix "B" for the amount listed in Appendix "B" for the term of 1 years.

FEES & PAYMENT TERMS: Fees will be as listed in Appendix "B", invoiced to Client on a Monthly basis, and will become due and payable on the first day of each month. Customer is responsible to notify WIRED! of increases or reductions to the number of network users. User changes will be reflected on each month's invoice.

Applicable state and local tax will be added to each invoice. It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual services. Payment is to be made according to the terms stated in the Agreement. Customer agrees that this Agreement shall remain in effect for the full period stated in the Agreement and may not be terminated by Customer prior to that time. If any amount owed under this Agreement is not paid when due, WIRED! may add a service charge of 1-1/2% per month on unpaid amounts. Customer agrees to pay all costs of collection, including attorney's fees, made necessary by nonpayment by Customer. WIRED! reserves the right to discontinue service if account is not current.

ACCESS & FACILITY CONDITION: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow WIRED! access to the Customer's network via that Internet connection. Customer agrees to allow WIRED! employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to furnish WIRED! with Administrator-level password access for all covered equipment and servers, where necessary. WIRED! agrees not to prevent Customer from accessing any equipment owned by the Customer. Customer shall provide a clean operating environment which does not exceed the manufacturer's rated temperature and humidity specifications for the equipment.

EXCLUSIONS: This Agreement is subject to the following exclusions:

- a) This Agreement does not include the repair or replacement of any hardware or software product, electrical work, or repair of damage resulting from accident, vandalism, electrical or environmental problems, excessive heat or humidity, or maintenance provided by other than authorized WIRED! representatives. Charge for the above will be on a Time and Materials basis.
- b) Service under this Agreement does not cover mileage from WIRED! to the location of service. Mileage will be billed at the reduced rate, simply billed at the current IRS published rate for mileage. Lodging for remote locations will also be billed at actual cost.
- c) Desktops, notebooks, or laptops that which customer adds must be inspected by WIRED!. WIRED! will then make a determination as to the

viability of the equipment for coverage. This includes all gifts, used, donated, or refurbished equipment.

d) WIRED! shall not be liable for delays in performance due to fire, flood, acts of terrorism, acts of civil or military authority, inability to obtain or delays in obtaining suitable material or facilities required for performance, or temporary unavailability of qualified personnel, or other causes beyond its reasonable control or failure by Customer to provide full and appropriate access to the covered equipment.

TIME AND MATERIAL BILLING: Rates for service not covered by this Agreement will be billed at the discounted rate schedule outlined in this agreement.

SOFTWARE ERRORS: This Agreement is limited to the services listed the scope of work above.

LIMITATION OF LIABILITY: If WIRED! does not fulfill any obligations under this Agreement after reasonable attempt(s); Customer's sole and exclusive remedy is to recover an equitable amount not to exceed charges paid to WIRED! for the services in question. WIRED! shall in no event have any liability for any special, incidental, or consequential damages including but not limited to, loss of profits or revenue, loss of use of equipment, lost data, cost of substitute equipment, services, down-time, or claims of Customer for such damages, whether the claims be in contract, tort, strict liability, negligence, indemnification or otherwise, even if WIRED! had been advised of such potential damages, and Customer shall save and hold WIRED! harmless from any such claims. In no way is WIRED! liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Customer acknowledges that there is no such thing as a totally secure, impenetrable network, but that WIRED! services provides a reasonable level of proactive protection as well as ongoing security monitoring and reporting. WIRED! will in no way be held responsible and/or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

WARRANTY DISCLAIMER: THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, RESPECTING SERVICES PERFORMED OR EQUIPMENT AND MATERIALS FURNISHED UNDER THIS AGREEMENT. In all events not provided for in this Agreement and where permitted by law, WIRED!'s liability (regardless of the form of action) will be limited to Customer's direct damages in an amount up to \$1,000. WIRED!'s entire liability and Customer's exclusive remedies for WIRED!'s liability of any kind (including liability for negligence) for performance, nonperformance or delays in performance by WIRED! under this Agreement are limited to those contained in this Agreement where permitted by law. Customer agrees to register any and all products with manufacturers and agrees that manufacturer's warranty is the sole and exclusive remedy as offered. Any and all warranties are voided by any type of tampering of such items by any person other than an authorized WIRED! personnel.

INDEMNIFICATION: Customer agrees to indemnify, defend and hold harmless WIRED! from and against all claims, demands, liabilities, damages, losses, expenses, including attorney's fees and lawsuits which may be asserted against or incurred by WIRED! by or due to any person not a party to this Agreement for any expense, loss or damage including,

but not limited to, statutory civil damage, personal injury, death and/or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, operation or no operation of the equipment, whether due to the sole, joint, or several negligence of WIRED! or its agents, servants, employees suppliers, or subcontractors, breach of contract, express or implied, breach of warranty express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity. Notwithstanding anything contained herein to the contrary, this paragraph shall not apply to claims for loss of damage caused directly and solely by the negligence of an employee of WIRED! while Customer's premises, provided, however, that this exception shall be limited to the amount of proceeds received from WIRED!'s insurance policy(ies) applicable to the claim or action.

APPLICABLE LAW: This Agreement shall be governed by and construed according to the laws of the State of Arkansas. Parties agree to submit to venue in the courts of Pulaski County, AR. In the event of dispute arising out of terms and conditions of this agreement or in delivery of services, both parties agree to submit such dispute to independent arbitrator for binding arbitration, and to accept the findings of the arbitrator as final.

MODIFICATION OR AMENDMENT: No modification or addition to any provision of this Agreement shall be binding on either party unless in writing and signed by a duly authorized representative of each party. Pricing is based upon the number of devices and the assumed average number of support incidents. Should these be an increase in devices or the average rate of incidents, WIRED! will send a revision to the agreement.

ASSIGNABILITY: This Agreement is not assignable by Customer except upon the written consent of WIRED!, which shall be at WIRED!'s sole option. This Agreement or any portion thereof is assignable by WIRED! at its sole option.

ENTIRE AGREEMENT; SEVERABILITY: If any one or more of the provisions of this Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative. This Agreement, including the Terms and Conditions, constitutes the entire agreement of WIRED! and Customer. No representations, inducements, promises, negotiations, or agreements, oral or otherwise, which are not contained herein, shall be of any force or effect.

AGREEMENT RENEWAL: The agreement will automatically renew at the end of the term unless notice is given 30 days prior to the renewal date.

TERMINATION OF AGREEMENT: WIRED! may terminate this agreement with 30 days' notice.

CONFIDENTIALITY, PUBLICATION AND NON-COMPETE: WIRED! and the Customer agree that any and all information identified by the other as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Upon the expiration of the term of this Agreement, WIRED! shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer. Neither WIRED! nor Customer shall not, directly or indirectly, solicit, recruit or hire any Customer or WIRED! personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

AGREEMENT

Accepted and approved for:

Memphis Merit Academy
4775 American Way
Memphis, TN 38118

By:

Signature

Date

Print Name

Title

Accepted and approved for:

WIRED! Technology Partners
11221 Richardson Drive
North Little Rock, AR 72113

By:

Signature Date

Print Name

Title

Apple Store for Education Institution

Proposal

Proposal Number
2110087724

Account Number/Name
1271619
MEMPHIS MERIT ACADEMY CHARTER SCHL

Created On
04/08/2021

Created By
Merit Academy

Thank you for creating your proposal, details are provided below. You can access this proposal from your [Apple Store for Education Institution](#) by searching proposal number 2110087724.

Comments from Proposer:

605368 - Memphis Merit Academy - Staff - 12 staff macbooks

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	MWP42LL/A 13-inch MacBook Pro with Touch Bar: 2.0GHz quad-core 10th-generation Intel Core i5 processor, 512GB - Space Gray Specifications <ul style="list-style-type: none"> Processor: 2.0GHz quad-core 10th-generation Intel Core i5 processor, Turbo Boost up to 3.8GHz Graphics: Intel Iris Plus Graphics Memory: 16GB 3733MHz LPDDR4X memory Storage: 512GB SSD storage Display: 13-inch Retina display with True Tone Thunderbolt: Four Thunderbolt 3 ports Input: Touch Bar and Touch ID Pro Apps Bundle for Education: None Keyboard Language: Backlit Magic Keyboard - US English Accessory Kit: Accessory Kit 	12	1,699.00	20,388.00 USD
2	S7733LL/A 3-Year AppleCare+ for Schools - 13-inch MacBook Pro	12	199.00	2,388.00 USD
3	MJ1L2AM/A USB-C VGA Multiport Adapter	12	69.00	828.00 USD
4	MJ1M2AM/A USB-C to USB Adapter	12	19.00	228.00 USD
Subtotal				23,832.00 USD
Estimated Tax				0.00 USD
Total				23,832.00 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into your [Apple Store for Education Institution](#) and select 'Proposal' from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your [Apple Store for Education Institution](#) to login or create your Purchaser Apple ID.

The prices and specifications above correspond to those valid at the time the Proposal was created and are subject to change. Purchases are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

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Services Order Form

Order #: Q-211123-1
 Date: 2021-04-21
 Offer Valid Through: 2021-06-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Memphis Merit Academy Charter

Address: 4775 American Way
 City: Memphis
 State/Province: Tennessee
 Zip/Postal Code: 38118
 Country: United States

Order Information

Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: Lakenna Booker

Email: lbooker@memphismeritacademy.org

Phone: 901-617-3690

Primary Contact

Name: Lakenna Booker

Email: lbooker@memphismeritacademy.org

Phone: 901-617-3690

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
CASE Benchmark Assessments TN Second Semester (2BA) Individual School CASE Pacing	2021-07-01	2022-06-30	User	240	USD 8.00	USD 1,920.00
Paper-Pencil Benchmarks	2021-07-01	2022-06-30	User	240	USD 1.00	USD 240.00
CASE Item Bank	2021-07-01	2022-06-30	User	240	USD 2.00	USD 480.00
MasteryConnect Subscription	2021-07-01	2022-06-30	User	250	USD 20.00	USD 5,000.00
MasteryConnect Student Licensing - GradeCam	2021-07-01	2022-06-30	User	250	USD 1.20	USD 300.00
Recurring Sub-Total						USD 7,940.00
MasteryConnect Implementation			Per Each	1	USD 2,550.00	USD 2,550.00
MasteryConnect Professional Development Virtual Session			Per Each	1	USD 500.00	USD 500.00
Non-Recurring Sub-Total						USD 3,050.00
Year 1 Total						USD 10,990.00
Grand Total:						USD 10,990.00

Board Handout

Deliverable	Description	Expiration
MasteryConnect Implementation	<p>Project Management:</p> <ul style="list-style-type: none"> Instructure consultants will be assigned to give you targeted, one-on-one guidance to ensure your success when implementing MasteryConnect for use with your existing Canvas instance or another LMS. Project will be managed using a shared project plan, which outlines all implementation tasks, assignments, and timelines. All project management will be performed remotely. <p>Configuration:</p> <ul style="list-style-type: none"> Configuration of one MasteryConnect instance, including administrators, authentication, rostering, etc. Additional data provisioning support to get your user and/or standard data into MasteryConnect, through one of the following methods: manual creation, CSV import, or SIS integration. Access to API documentation and Community guides will be provided. Excludes API-related coding/development. Authentication integration support for your LDAP and SAML as configured by you (available to Teachers and Admins only). Access to guides and troubleshooting assistance. 	12 Months
MasteryConnect Professional Development Virtual Session	One and half hours of remote customized MasteryConnect professional development.	12 Months

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
User	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.
User	<p>User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.</p> <p>In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>

Product	Description
CASE Benchmark Assessments - Grade Levels	CASE Assessments for the State Tested Subject Areas.
CASE Item Bank	Annual Subscription for CASE Item Bank

Board Handout

Elementary Assessment Order Detail

Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	Yes	2	Paper-Pencil	K (2 BA);1;2;3
Math	Yes	2	Paper-Pencil	K (2 BA);1;2;3
Science	Yes	2	Paper-Pencil	3
Social Studies	Yes	2	Paper-Pencil	3

Middle Assessment Order Detail

Subject	Ordered	# of Tests per Year	Delivery Method	Grade Level
ELA	No			
Math	No			
Science	No			
Social Studies	No			

High School Assessment Order Detail

Subject	Ordered	# of Tests per Year - Traditional	# of Tests per Semester - Block	Delivery Method
Standard Package - All Subjects	No			
Standard English	No			
Standard Math	No			
Standard Science	No			
Standard Social Studies	No			

Additional Assessment Details

Assessment Package			Option 5 (2BA): One Paced BA & Final Comp		
College Prep Assessments					
Grades to Test		# of Students		# of Administrations	
CASE Item Bank Subscription					
Grades to Access			1;2;3;K		
Notes					
This quote is for CASE assessments (with CASE pacing), delivered via paper/pencil, and CASE item bank* for grades K-3, delivered via MasteryConnect platform (with GradeCam). Professional development included - platform implementation, one (1) virtual platform training session. *New item bank subscription for grades 2-3.					

Board Handout

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure’s support terms are available as follows:
Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>
Portfolium: <https://portfolium.com/support-terms>
MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

The pricing for this quote is based on your choice to use CASE pacing. By using CASE pacing, you will not be able to make any changes or adjustments to the benchmark assessments or the CASE reports.

Terms and Conditions
This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/master-terms-conditions>

The provision of any Item Bank Services shall also be governed by the Addendum which can be found here: <https://www.instructure.com/benchmark-assessment-addendum>.

The provision of any Benchmark Assessment Services shall also be governed by the Addendum which can be found here: <https://www.instructure.com/item-bank-addendum>.

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

Notes
This quote is for CASE assessments (with CASE pacing), delivered via paper/pencil, and CASE item bank* for grades K-3, delivered via MasteryConnect platform (with GradeCam).
Professional development included - platform implementation, one (1) virtual platform training session.
*New item bank subscription for grades 2-3.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ Please email all US state sales tax exemption certifications to ar@instructure.com

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Memphis Merit Academy Charter

Signature:	_____
Name:	Lakenna Booker
Title:	Head of School
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

In Process

Curriculum Associates®

Prepared For:

Lakenna Booker
Memphis Merit Acad CS
4775 American Way,
Memphis, TN 38118

5/11/2021

Dear Lakenna Booker,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 246887.2 Valid through: 12/31/2021

Product	List Price	Net Price
i-Ready	\$14,000.00	\$12,500.00
Toolbox	\$0.00	\$0.00
Professional Development	\$4,500.00	\$4,500.00
List Total:		\$18,500.00
Savings:		\$1,500.00
Shipping/Tax/Other:		\$0.00
Total:		\$17,000.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Sandra Cagle
(615) 542-0674
scagle@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 246887.2 Date: 5/11/2021 Valid through: 12/31/2021

Prepared For:

Lakenna Booker
 Memphis Merit Acad CS
 4775 American Way,
 Memphis, TN 38118
 lbooker@memphismeritacademy.org
 (901) 240-1009

Your Representative:

Sandra Cagle
 (615) 542-0674
 scagle@cainc.com

i-Ready

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 201-350 Students 1 Year	15002.0	1	\$12,500.00	\$12,500.00	\$12,500.00
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Subtotal:					\$12,500.00

Toolbox

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Learning Teacher Toolbox Access Purchase Add On Pilot Math and Reading Per Student	23717.0	240	\$0.00	\$0.00	\$0.00
Toolbox Subtotal:					\$0.00

Professional Development

Product Name	Item #	Qty	List Price	Net Price	Total
Professional Development i-Ready Assessment and Personalized Instruction New User Package - Getting Good Data, Using Data to Plan Instruction, and Tailored Support (3 sessions up to 6 hrs each)	19979.0	1	\$4,500.00	\$4,500.00	\$4,500.00
Professional Development Subtotal:					\$4,500.00

Total

List Total:	\$18,500.00
Savings:	\$1,500.00
Merchandise Total:	\$17,000.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$17,000.00

Special Notes

Current tax exempt form req'd to honor tax exemption; please submit with PO+quote to avoid processing delays.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

N1



i-Ready Assessment and Personalized Instruction

i-Ready integrates powerful assessments with engaging instruction to help all students grow and succeed.

Program Components

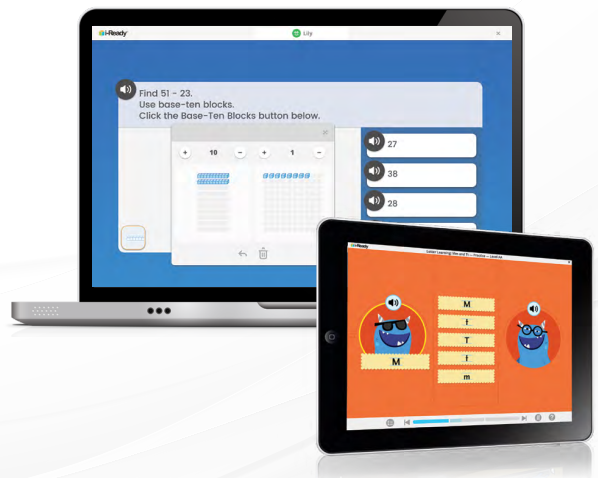
i-Ready Assessment and *i-Ready Personalized Instruction* are available as subscription-based, vendor-hosted, Software-as-a-Service (SaaS) applications. Your annual license fee includes:

- Account setup and management with a dedicated account manager
- Unlimited access for authorized district users to *i-Ready's*:
 - Adaptive Diagnostic assessments (available for Grades K–8)*
 - Growth Monitoring assessments (available for Grades K–8)
 - Standards Mastery assessments (available for Grades 2–8)
 - Personalized Instruction and practice (available for Grades K–8)
 - Interactive Learning Games (available in Mathematics only for Grades K–5)
 - Downloadable Tools for Instruction lesson plans (available for Grades K–8)
 - Portfolio of powerful reporting and information management tools
 - On-demand access to *i-Ready Central*® website for implementation and training resources
- Application hosting and security
- Unlimited access via toll-free telephone and email to our Technical Support and Customer Service teams
- All program maintenance, updates, upgrades, and enhancements during the active term

*With select functionality available for Grades 9–12

i-Ready:

- Provides a complete picture of student performance and growth
- Pinpoints strengths and knowledge gaps to the sub-skill level
- Helps educators look across groups of students to understand strengths, target areas of need, and spot trends
- Translates assessment data into targeted instructional recommendations, saving teachers time
- Motivates students with access to their own personalized growth goals and learning path
- Offers engaging digital instruction and practice that is proven to drive gains for students at all levels and is backed by evidence under the Every Student Succeeds Act





Teacher Toolbox for Mathematics, Reading, and Writing

Teacher Toolbox supports educators in differentiating whole class and small group instruction to students performing on, below, and above grade level. A digital collection of K–8 instructional resources, Teacher Toolbox provides users with access to a wealth of standards-based lessons to support students' paths to proficiency.

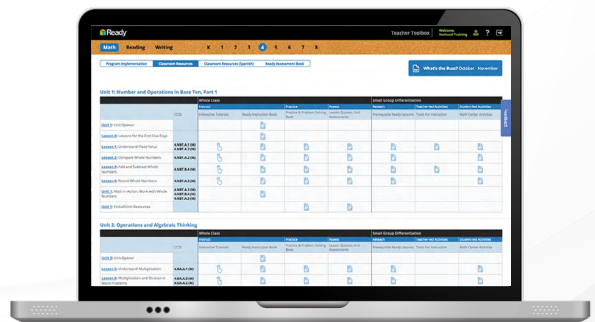
Program Components

Teacher Toolbox is available as a subscription-based, vendor-hosted, online portal. Your annual license includes:

- Unlimited access to content across grades for authorized district users:
 - *Ready® Mathematics* and *Ready Reading* Instruction (available for Grades K–8) and *Ready Writing* Instruction (available for Grades 2–5)
 - Interactive Tutorials for Mathematics and Reading (available for Grades K–8)
 - Tools for Instruction lesson plans for Mathematics and Reading (available for Grades K–8)
 - Benchmark and formative assessments for Mathematics and Reading (available for Grades 2–8)
 - Spanish instruction for Mathematics (available for Grades K–8)
 - Program implementation supports
 - Additional materials that differ by subject area: Center Activities, Lesson Quizzes, Family Letters
- Unlimited access via toll-free telephone and email to our Technical Support and Customer Service teams
- All program maintenance, updates, upgrades, and enhancements during the active term

Benefits of Teacher Toolbox:

- Provides access to research-based lessons that are backed by extensive validity evidence and address grade-level standards
- Equips teachers with prerequisite and enrichment lessons to advance students' individual learning needs
- Builds engagement through a range of resources as well as discourse supports and classroom routines
- Allows teachers to spend less time searching for materials through an easy-to-navigate interface that's organized by lesson and standard
- Supports data-driven instruction when used with *i-Ready Assessment*, providing targeted content for areas of need as identified in *i-Ready* reports





Professional Development

i-Ready Professional Development partners with educators to deliver sustained, classroom-focused, flexible professional development. Designed to evolve along with each implementation, *i-Ready* Professional Development equips teachers and leaders with strategies and tools that lead to student growth.

Program Components

i-Ready Professional Development is delivered in a flexible sequence of up to six hours that meets the needs of educators at each phase of their development: New, Practicing, and Advanced. Professional development may be conducted in person or virtually. Our courses focus on the following goals:

- **New Users:** Building a classroom data culture with your students and analyzing student data to help plan instruction
- **Practicing Users:** Embedding data in classroom practices to effectively differentiate instruction and drive student growth
- **Advanced Users:** Exploring strategies for analyzing and using data to strengthen your implementation

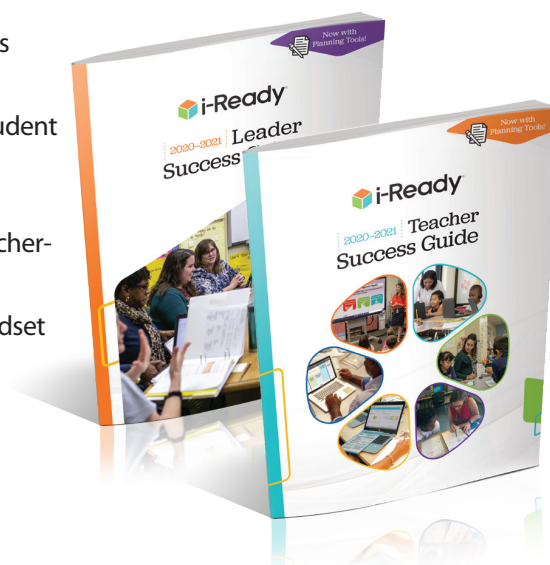
Districts purchasing the recommended professional development for three or more implementing sites receive a centralized leadership course/session (one per every 10 sites) of up to three hours in length. Districts may purchase more than the recommended sessions per site to support high-quality implementations.

All professional development is delivered by a facilitator with the experience and capacity to effectively collaborate with our school and district partners across the country. Educators receive session resources and materials specific to their phase of development.

The Online Educator Learning platform provides on-demand, interactive courses that enhance concepts introduced in facilitated professional development sessions. Additional resources are available on ReadyCentral.com and i-ReadyCentral.com, including videos, turnkey implementation tools, and actionable ideas from educators across the country.

i-Ready Professional Development helps educators:

- Analyze data to create instructional plans that help students access grade-level instruction
- Improve their data-informed educational practice and facilitate student growth and engagement in learning
- Understand the power of *i-Ready* to deliver a complete picture of student needs and make informed decisions for differentiated teacher-led instruction
- Build a data-driven culture of learning that supports a growth mindset
- Move from product knowledge to informed practice in a flexible, implementation-specific setting



Curriculum Associates®

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

Curriculum Associates®

Placing an Order

Email: orders@cainc.com | **Fax:** 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	8% of order
\$100,000 and more	6% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank – San Francisco, CA
- ABA Routing: 121000248
- SWIFT Code (International Only): WFBUS6S
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

Memphis Merit_Option A				
Description	STEP Unit Price	Quantity (Days per School or Hard Good)	Total Cost	Notes
Data Management System	\$1,000	1	\$1,000	\$1,000 Configuration fee per campus.
Student Licenses (Assessment and Online Progress Monitoring)	\$25	240	\$6,000	Students may be uniquely rostered in the Assessment and/or Online Progress Monitoring. Assessment licenses are \$16 per student and OPM are \$9 per student.
Professional Learning	\$2,600	5	\$13,000	Proposal includes 5 days of professional learning to target learning loss related to the pandemic. Introduction to Online Progress Monitoring will support targeted interventions to drive instruction. Other sessions will strengthen teacher practice related to STEP/ literacy. PD to occur virtually until further notice.
STEP Construct & Stabilize Kits	\$550	5	\$2,750	Estimated Total. Does not include shipping.
			\$22,750	Estimated Total.



Memphis Merit Academy Policies for Governance

Policies Under Review Pending Vote	Page Number	Date Approved	Status
Articles of Incorporation & Bylaws	1-5	9.8.18	Approved
Conflict of Interest Policy	6-10	9.8.18	Approved
Code of Ethics	11	9.8.18	Approved
Additional Board Policies for Vote		9.8.18	Approved
Non-discrimination Policy	13	9.8.18	Approved
Board Attendance Policy	14	9.8.18	Approved
Indemnification Policy	15-16	9.8.18	Approved
Fundraising Policy	15	9.8.18	Approved
Background Check Policy	17-18	9.8.18	Approved
FERPA Policy	19-20	9.8.18	Approved
Complaint and Grievance Policy	21-22	9.8.18	Approved
Volunteer Policy	23-24	9.8.18	Approved
Board Code of Conduct	25-26	10.18.18	Approved
Onboarding & Vetting Process	27-29	10.18.18	Approved
Board Role & Responsibilities	30-31	10.18..18	Approved
Board Member Agreement	32-33	10.18.18	Approved
Fiscal Policies	34-	11.15.18	Approved
Staff Handbook	Click on Link https://docs.google.com/document/d/1Teqny0giPirQqNQ7AghvBm-5kJViCMhJ6PwL3E5M0zo/edit	1.24.19	Approved
CIPA Policy	PP.50-55	4.18.19	Approved

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Memphis Merit Academy Charter School
 educates students in kindergarten through eighth grade for success in high school, college, and life.



	https://docs.google.com/document/d/1T2AW1qzPmwpICafDH-OSlxmdTWgf92i67lU1VBpplts/edit?usp=sharing		
Whistleblower Policy	PP. 56-58 https://docs.google.com/document/d/15GR5hqbaAPiRkC_bVdOMcIyInOub-qipmfmwSvFMEU/edit?usp=sharing	5.16.19	Approved
Document Retention and Destruction Policy	PP. 58-61 https://docs.google.com/document/d/1NCnY_92HCE031BNws-d2IMPf2rm6vK2HZQ-7QZcdk/edit?usp=sharing	5.16.19	Approved
Student and Family Handbook/Discipline Policy	https://drive.google.com/file/d/0B9XsfWrbFE-4MEo1bmIZVDFUcDVXSlpra0hiTVZiIjQ4QnpR/view?usp=sharing	7.31.19	Approved
STAFF HANDBOOK	https://docs.google.com/document/d/10370YTG RgcsJiT7J-OvGWJUXql8ipQy1bjuW	1.24.19	Approved



	hZOKXs/edit?usp=sharing		
Annual review and approval	ALL POLICIES AFOREMEN TIONED	4.16.2020	Approved

ARTICLES OF INCORPORATION AND BYLAWS

ARTICLE I

Name, Office, Purpose and Objectives

Section 1.1 Name. The name of the organization will be Memphis Merit Academy, Inc. (hereinafter “Memphis Merit Academy” or the “School”).

Section 1.2 Principal Office. The initial principal office of Memphis Merit Academy will be located at 8460 Kamin Lane, Memphis, TN 38125 until official facilities have been secured by the organization.

Section 1.3 Registered Office. The initial registered office of Memphis Merit Academy shall be 8460 Kamin Lane, Memphis, TN 38125. Memphis Merit Academy may also have offices at such other places as its Board of Directors (the “Board”) shall determine the business of Memphis Merit Academy requires, provided, however, that the registered office shall be registered with the Secretary of State of Tennessee and the agent so registered shall be located at the same address, or as otherwise provided by the Board.

Section 1.4 Purpose. The purpose for which Memphis Merit Academy is organized is to establish and run a Charter School (the “School”) in Memphis, Tennessee, pursuant to the Tennessee Public Charter Schools Act of 2002, as amended, supplemented or replaced, (“The Charter Schools Act”), under its Charter Agreement with Shelby County Schools and Shelby County, Tennessee (the “Charter Agreement”), with a stated mission of providing students in grades four through eight with the academic rigor, robust supports, and leadership development necessary to excel in high school, thrive in college, and lead lives full of opportunity.

Section 1.5 Dissolution. If, for any reason, Memphis Merit Academy should dissolve, organization assets shall be distributed for one or more exempt purposes within the meaning of § 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE II

Board of Directors

The Board of Directors shall have all powers and duties for the conduct of the activities of Memphis Merit Academy. Memphis Merit Academy shall not have members. While persons who associate with, or attend programs of, participate in, contribute to, or benefit from Memphis Merit Academy may be referred to as “members,” no rights, voting or otherwise, will inure to any such persons.

Section 2.1 General Powers. The Board shall have the power to govern the business, affairs, and property of Memphis Merit Academy in accordance with the applicable laws and regulations of the state of Tennessee and any limitations in



the Articles of Incorporation or these Bylaws. The Head of School will be an advisory, non-voting member of the Board (*ex officio*). As required by law (currently, TCA § 49-13-104), the Board shall contain at least one (1) parent representative whose child is currently enrolled in the School. The parent representative shall be appointed by the Board within six (6) months of the School's opening date.

Section 2.2 Number. The Board shall consist of at least seven (7) Directors and no more than fifteen (15) Directors. All Directors will have identical rights and responsibilities.

Section 2.3 Qualifications. Directors will be selected who have the qualifications and diversity of expertise to fulfill Memphis Merit Academy's mission and objectives.

Section 2.4 Compensation. Directors shall serve without compensation.

Section 2.5 Selection. The Governance Committee (defined at ¶ 6.2) shall present a slate of potential Directors and Officers for election by the Board. The Board shall approve a process for nominating Directors to the Board through the Governance Committee. There will be a meeting annually dedicated to the election of nominated Directors.

Section 2.6 Tenure. Directors shall serve staggered terms to balance continuity with new perspectives. Directors shall serve a term of three (3) years from the date of their appointments, or until their successors are seated. A full three (3) year term shall be considered to have been served upon the passage of three (3) annual meetings following elections. After election, the term of a Director may not be reduced, except for cause as specified in these bylaws. No Director shall serve more than three (3) consecutive terms unless approved by the Board of Directors by vote. A member of the Board of Directors may request an extended term by submitting a letter to the board for approval.

Section 2.7 Vacancy. Any vacancy occurring in the Board of Directors and any position to be filled by reason of an increase in the number of Directors may be filled, upon recommendation of a qualified candidate by the Governance Committee, by two-thirds (2/3) vote of the seated Directors. A Director elected to fill the vacancy shall be elected for the unexpired term of his/her predecessor in office.

Section 2.8 Resignation. A Director may resign at any time by filing a written resignation with the Chair of the Board.

Section 2.9 Removal. The Board may remove any Officer or Director for cause by majority vote of the entire Board of Directors at any regular or special meeting of the Board, if a statement of the reason or reasons shall have been mailed by Registered Mail to the Officer or Director proposed for removal at least thirty (30) days before any final action is taken by the Board. This statement shall be accompanied by a notice of the time when, and the place where, the Board is to act on the removal. The Officer or Director shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice.

Section 2.10 Initial Board. The initial Board of Directors will serve staggered terms. The initial Board shall consist of at least two (2) Directors who will serve a one (1) year term, at least two (2) Directors who will serve a two (2) year term, and at least two (2) Directors who will serve a three (3) year term.

Section 2.11 Members of the Board:

- (a) Shall receive no payment of honoraria, accepting reimbursement for expenses incurred in performance of voluntary Memphis Merit Academy activities in accordance with Memphis Merit Academy policies.
- (b) Shall serve with the highest degree of duty, loyalty, and care and shall undertake no enterprise to profit personally from his, or her, position with Memphis Merit Academy.
- (c) Shall be bound by the Board's Code of Conduct, Conflict of Interest and Confidentiality policy statements.
- (d) Shall have no direct or indirect financial interest in the assets or lease of Memphis Merit Academy; any Director who individually or as part of a business or professional firm is involved in the business transactions or current

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professional services of Memphis Merit Academy shall disclose this relationship and shall not participate in any vote taken with respect to such transactions or services.

- (e) Shall be covered and Officers Insurance Provided by Memphis Merit Academy in amounts required by the Board in its reasonable discretion.

ARTICLE III

Officers

Section 3.1 Number. There shall be four (4) elective Officers of the Board: a Chair, a Vice-Chair, a Secretary, and a Treasurer.

Section 3.2 Election. The Governance Committee shall present a slate of Officers to the Board of Directors. The nominated Officers shall be drawn from among the members of the Board of Directors. The election of Officers shall be held at the annual meeting of the Board.

Section 3.3 Tenure. The newly elected Officers shall take office on July 1 following the close of the meeting at which they are elected and the term of office shall be one year, or until respective successors assume office. A Director may serve more than one (1) term in the same office, but not more than three consecutive terms in the same office.

Section 3.4 Chair Vacancy. In the event that the office of the Chair becomes vacant, the Vice-Chair shall become Chair for the unexpired portion of the term. In the event that the office of Vice-Chair or Secretary-Treasurer becomes vacant, the Chair shall appoint interim Officers to fill such vacant offices until a scheduled meeting of the Board can be held.

ARTICLE IV

Meetings

Section 4.1 Regular Meetings. There shall be at least 10 regular meetings of the Board held each year. Notice shall be given to each Director thirty (30) days prior to the date of every regular meeting of the Board. Notice of any meeting to the public shall include the date, time, and place of a meeting and a statement or agenda specifying the nature of business to be conducted. The meetings of the Board are deemed to be “public business” and must be held in compliance with TCA §§ 8-44-101 *et seq.*

Section 4.2 Annual Meeting. The annual meeting of the Board shall occur in the last quarter of the fiscal year.

Section 4.3 Special Meetings. Special Meetings of the Board may be called by the Chair or by a majority of the Board filing a written request for such a meeting with the Chair and stating the object, date, and hour therefore, due notice having been given to each Director five (5) calendar days prior to the meeting. Notice of any meeting to the public shall include the date, time, and place of a meeting and a statement or agenda specifying the nature of business to be conducted. Such notice shall also comply with the requirements regarding the posting and notice of meetings to the public, pursuant to TCA §§ 8-44-101 *et seq.*

Section 4.4 Quorum. One-half of the Directors then in office shall constitute a quorum for the transaction of business at any regular or special meeting of the Board of Directors, except where otherwise required by these Bylaws.

Section 4.5 Minutes. Minutes of each meeting of the Board of Directors shall be recorded in writing and kept with the records of Memphis Merit Academy. The contents of such minutes, as well as the provisions for providing the minutes to the public, shall comply with the provisions of TCA §§ 8-44-101 *et seq.*



Section 4.8 Open Meetings. Meetings of the Board shall be public in accordance with state and federal laws and regulations. Members of the public shall have an opportunity for input at meetings of the Board.

Section 4.9 Absentee Board Member. An absentee Board member may not designate an alternate to represent him, or her, at a Board meeting. A member of the Board may be deemed to be present for purposes of achieving a quorum and may cast a vote if he, or she, grants a signed, written proxy to another Board member who is present at the meeting. The proxy must direct a vote to be cast with respect to a particular proposal that is described with reasonable specificity in the proxy. No other proxies are allowed.

Section 4.10 Regular Meetings. Notice of all regular meetings of the Board, an agenda of all items to be discussed at such meetings, and agenda support materials shall be circulated to all Directors prior to the meeting. Any Director may waive notice of any meeting. The attendance of a Director at any meeting also shall constitute a waiver of notice of such meeting, except where the Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE V

Conflict of Interest

Section 5.1 Conflict of Interest. All Directors, Officers, and employees of Memphis Merit Academy shall be subject to the Conflict of Interest Agreement.

ARTICLE VI

Committees and Task Forces

Section 6.1 Composition. A Board resolution shall appoint committees or task forces of the Board, except the Governance Committee. Committees may be composed of Directors or community members, or both, with the exception of the Governance Committee which shall be comprised only of Board members. The Board may prescribe the need and/or the composition such committees.

Section 6.2 Governance Committee. There shall be a standing nominating committee, known as the Governance Committee. This committee shall be composed of at least three (3) persons recommended by the Chair and elected by the Board of Directors at its annual meeting. Each committee member shall serve a term of two (2) years and these terms shall be staggered to ensure continuity of committee membership. The committee shall elect its own chair. The duties of the Governance Committee shall be:

- (a) to study the qualifications of candidates and present a slate of the best qualified as nominees for the vacant Director positions on the Board;
- (b) to present a slate of nominees for Officers to the Board for election at the annual meeting;
- (c) to recommend candidates to Board to fill vacancies that arise outside regular nominating process;
- (d) to provide ongoing orientation to Directors;
- (e) to oversee a Director assessment process to ensure optimum performance; and
- (f) to recommend appointment of past Chair to Board, if necessary, in the interests of continuity.

Section 6.3 Finance Committee. There shall be a standing committee known as the Finance Committee. The committee shall be composed of at least two (2) persons elected by the Board of Directors at its annual meeting. Each committee member shall serve a term of at least two (2) years, and these terms shall be staggered to ensure continuity of committee membership. The Treasurer will serve as chair of this committee.



Section 6.4 Academic Achievement Committee. There shall be a standing committee known as the Academic Achievement Committee. This committee shall be composed of at least three (3) persons elected by the Board of Directors at its annual meeting. Each committee member shall serve a term of two (2) years, and these terms shall be staggered to ensure continuity of the committee membership. The committee shall elect its own chair.

Section 6.5 Development Committee. There shall be a standing committee known as the Development Committee. This committee shall be composed of at least two (2) persons elected by the Board of Directors at its annual meeting. Each committee member shall serve a term of at least two (2) years, and these terms shall be staggered to ensure continuity of committee membership. The committee shall elect its own chair.

Section 6.6 Quorum for Committees. There shall be no quorum requirement for any committee.

ARTICLE VII

Fiscal Year and Check Signing

Section 7.1 Fiscal Year. The fiscal year of Memphis Merit Academy shall begin on July 1 of each calendar year and terminate on June 30 of the following year.

Section 7.2 Check Signing. The signature of both an Officer and the Head of School shall be required on any check in excess of \$10,000.

ARTICLE VIII

Rules of Order

In the event of a conflict or challenge, the rules of order in the current edition of Robert's Rules of Order shall govern the conduct of all meetings of Memphis Merit Academy.

ARTICLE IX

Amendments

These Bylaws may be amended at a regular meeting by a two-thirds vote of all Directors then in office; provided that notice of the proposed amendment, together with a copy thereof, is mailed to each Director at least fifteen (15) days prior to the meeting at which the amendment is to be considered.

ARTICLE X

Indemnification

Memphis Merit Academy shall indemnify each Director of the Board to the full extent permitted by the Tennessee Nonprofit Corporation Act. Each Board member shall enjoy the protection and immunity provided by TCA § 48-58-601, as (and if) limited by The Charter School Act. A Board member or Officer shall not be personally liable to Memphis Merit Academy for damages for breach of any duty owed to Memphis Merit Academy, its beneficiaries, or the Board, except that nothing contained herein shall relieve a Board member or Officer from liability for breach of duty based on an act or omission: (a) in breach of such person's duty of loyalty to the Corporation; (b) not in good faith or involving a known violation of the law; or (c) resulting in receipt of an improper personal benefit.

Adopted by the Memphis Merit Academy Charter School Governing Board on 9.8.2018



CONFLICT OF INTEREST POLICY

Article I: Purpose. The purpose of the conflict of interest policy is to protect the interests of Memphis Merit Academy, Inc. (“Memphis Merit Academy”). This conflict of interest policy is designed to support directors, officers and employees of Memphis Merit Academy Charter School (“Memphis Merit Academy”) in the event of pondering entrance into a transaction or arrangement that might benefit the private interest of an officer or director of Memphis Merit Academy or might result in a possible excess benefit transaction. This conflict of interest policy is to help Board of Directors identify situations that present potential conflicts of interest and to provide Memphis Merit Academy with a procedure which, if observed, will allow a transaction to be treated as valid and binding even though a director, officer or employee has or may have a conflict of interest with respect to the transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interests applicable to nonprofit and charitable organizations.

Article II: Definitions. Section 2.1 Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person. Section 2.2 Financial Interest. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest, other than de minimis, in any entity with which Memphis Merit Academy has a transaction or arrangement,
2. A compensation arrangement with Memphis Merit Academy or with any entity or individual with which Memphis Merit Academy has a transaction or arrangement, or
3. A potential ownership or investment interest, other than de minimis, in, or compensation arrangement with, any entity or individual with which Memphis Merit Academy is negotiating a transaction or arrangement.

ARTICLE III: Procedures

Section 3.1 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of a financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

Section 3.2 Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing

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board or committee decides that a conflict of interest exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. Notwithstanding anything herein, a conflict of interest shall not exist and no review or action by any governing board or committee shall be necessary for one or more grants in an aggregate amount of Five Thousand Dollars (\$5,000) or less in any single calendar year, from Memphis Merit Academy to an organization that is tax exempt under Section 501(c)(3) of the Internal Revenue Code, where a financial interest as described herein exists.

- (a) Procedures for Addressing a Conflict of Interest: (a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest. (b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement. (c) After exercising due diligence, the governing board or committee shall determine whether Memphis Merit Academy can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest. (d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in Memphis Merit Academy's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
- (b) Violations of the Conflicts of Interest Policy (a) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. (b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV. Records of Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain:

- a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V: Compensation

- a) A voting member of the governing board who receives compensation, directly or indirectly, from Memphis Merit Academy for services is precluded from voting on matters pertaining to that member's compensation.
- b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Memphis Merit Academy for services is precluded from voting on matters pertaining to that member's compensation.
- c) A voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Memphis Merit Academy, either

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individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI: Annual Statements Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a) Has received a copy of the conflicts of interest policy,
- b) Has read and understands the policy,
- c) Has agreed to comply with the policy, and
- d) Understands Memphis Merit Academy is charitable, in order to maintain its federal tax exemption, it must engage primarily in activities accomplishing one or more of its tax-exempt purposes.

ARTICLE VII: Periodic Reviews. To ensure Memphis Merit Academy operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b) Whether partnerships, joint ventures, and arrangements with management organizations conform to Memphis Merit Academy's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII. Use of External Experts. When conducting the periodic reviews as provided for in Article VII, Memphis Merit Academy may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Conflict of Interest Defined. For purposes of this policy, the following circumstances shall be deemed to create Conflicts of Interest:

I. Outside Interests.

- a. A Contract or Transaction between Memphis Merit Academy and a Responsible Person or Family Member.
- b. A Contract or Transaction between Memphis Merit Academy and an entity in which a Responsible Person or Immediate Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative.

II. Outside Activities.

- a. A Responsible Person competing with Memphis Merit Academy in the rendering of services or in any other Contract or Transaction with a third party.
- b. Responsible Person's having a Material Financial Interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator or other legal representative of, or consultant to; an entity or individual that competes with Memphis Merit Academy in the provision of services or in any other Contract or Transaction with a third party.

III. Gifts, Gratuities and Entertainment. A Responsible Person accepting gifts, entertainment or other favors from any individual or entity that:

- a. Does or is seeking to do business with, or is a competitor of Memphis Merit Academy; or
- b. Has received, is receiving or is seeking to receive a loan or grant, or to secure other financial commitments from Memphis Merit Academy;



- c. Memphis Merit Academy is a charitable organization operating in Tennessee;
- d. Under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Responsible Person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any transaction or activity of Memphis Merit Academy.

Article IX. Review of policy.

- a) Each new Responsible Person shall be required to review a copy of this policy and to acknowledge in writing that he or she has done so.
- b) Each Responsible Person shall annually complete a disclosure form identifying any relationships, positions or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions or circumstances might include service as a director of or consultant to a nonprofit organization, or ownership of a business that might provide goods or services to Memphis Merit Academy. Any such information regarding business interests of a Responsible Person or a Family Member shall be treated as confidential and shall generally be made available only to the Chair, the Head of School, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.
- c) This policy shall be reviewed annually by each member of the Board of Directors. Any changes to the policy shall be communicated immediately to all Responsible Persons.

Adopted by the Memphis Merit Academy Charter School Governing Board on 9.8.2018



Memphis Merit Academy Charter School's Conflict of Interest reporting form is shown below.

Conflict of Interest Information Form

Name: _____ Date: _____

Please describe below any relationships, positions, or circumstances in which you are involved that you believe could contribute to a Conflict of Interest (as defined in Memphis Merit Academy's Policy on Conflicts of Interest) arising.

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the Policy of Conflict of Interest of Memphis Merit Academy Charter School that is currently in effect.

Mission | Through rigorous

academics, high quality instruction, and character development

Memphis Merit Academy Charter School

educates students in kindergarten through eighth grade for success in high school, college, and life.



Signature: _____ Date: _____

Signed forms from Board of Directors are on file with the Board Secretary.

CODE OF ETHICS

Memphis Merit Academy Code of Ethics¹- Board of Directors

The Memphis Merit Academy Charter School Board of Directors desires to operate in the most ethical and conscientious manner possible and to that end the board adopts this Code of Ethics.

Each member of the Board of Directors agrees that he or she will and all members of the Board of Directors of the Corporation must:

- Recognize the authority of the Board rests only with the Board as a whole and not with individual members and act accordingly.
- Ensure, uphold, and abide by all laws, regulations, and rules pertaining to schools issued by the Tennessee State Board of Education, the courts, and any other relevant authority.
- Support the delegation of authority for the day-to-day administration of the charter school to the Head of School and act accordingly.
- Ensure and enact decision making grounded on the educational welfare and wellbeing of the children served by Memphis Merit Academy Charter School without consideration to race, religion, color, sex, income level, or any other irrelevant characteristic.
- Ensure and encourage changes only through lawful and ethical processes. Use his or her independent judgment in reaching all decisions.
- Refrain from using his/her position on the Board of Directors for personal gain or profit.
- Periodically review and evaluate the effectiveness of policies on Memphis Merit Academy's programs and performance. Work with other Board members to establish effective policies for the Memphis Merit Academy. Make decisions on policy matters only after full discussion at publicly held Board meetings.
- Attend and participate in regularly scheduled and called Board meetings. Express opinions before votes are cast, but after the Board vote, abide by and support all majority decisions of the Board.
- Comply with the Conflict of Interest Policy of the Board, all applicable laws and State Board of Education Standard, rules, and guidelines.
- Exhibit personal conduct which reflects positively on the school.
- Make all reasonable efforts to support the school's mission and personnel.

¹ Adopted from

<https://www.gadoe.org/External-Affairs-and-Policy/Charter-Schools/Documents/2%20-%20Charter%20School%20Governing%20Board%20Code%20of%20Ethics.pdf>.

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ADDITIONAL BOARD POLICIES

Overview. The Board of Directors holds the charter and is an organized group of volunteers who, collectively, are legally and ethically accountable to the community and the state for the health, vitality, and effectiveness of our organization. Governance encompasses legal responsibilities, general and academic oversight, planning and policy-making, and meeting fiduciary requirements. The responsibility of the Board are to: Support and advocate for mission and vision of the school. Evaluate and review the stated mission and purpose that articulates the organization's goals, means, and primary constituents served. Select, support and evaluate the Head of School. Ensure the Head of School is qualified for the position, and ensure chief executive has the moral and professional support necessary to further the stated mission and goals of the school. Ensure effective planning. Actively participate in overall planning process and assist in implementing and monitoring the plan's goals. Monitor and strengthen programs and services. Determine alignment of programming with mission of the school and monitor their effectiveness. Ensure adequate financial resources. Secure adequate resources for organization to fulfill mission. Protect assets and provide proper financial oversight. Assist in developing the annual budget and ensure proper financial controls are in place. Build a competent board. Define prerequisites for candidates, orient new members, and annually evaluate board's performance. Ensure legal and ethical integrity. Ensure adherence of school to legal standards / ethical norms. Enhance the school's public standing. Clearly articulate the school's mission, accomplishments, and goals to public and garner support from community. The Board will establish a Board Policy Manual which contains policies used to effectively govern the organization to create a high-quality public charter school for students in Memphis.

Section 1 - Mission, Legal Status, Non-discriminatory Policy

1.1 Mission, Vision, and Principles of Design. Through rigorous academics, high-quality instruction, and character development Memphis Merit Academy Charter School educates all students in Kindergarten through eighth grade for success in high school, college, and life. Memphis Merit Academy provides a rigorous academic environment supported by high-quality instruction. We ensure students are supported in a college-preparatory Kindergarten through 8th grade school by educating them on specific character development skills. All members of our community - leaders, board members, teachers, families and students – understand and are driven by the mission of college as a path to success. Memphis Merit Academy will prepare students to become proficient readers, writers, and thinkers so that they can be successful in high school and beyond. In Memphis, and more specifically in the Oakhaven and Parkway Village Communities, 1 in 10 students finishes high school able to read on grade level. Shelby County School's 2025 Annual Report states that, *"Students' success with early literacy sets the stage for their success throughout their academic career and beyond. Students who are proficient readers at the end of third grade are four times more likely to graduate from high school than their non-proficient peers."*²

² Shelby County Schools. *Destination 2025: 2016 Shelby County Schools Annual Report*. Scsk12.org. Web. 27. Aug. 2017.



We will ensure all our students are able to read on grade level by the end of third grade. We believe that a rigorous, high-quality, college preparatory education is deserved by all students, regardless of socioeconomic status, household income, ethnicity, native language, household educational level, or race.

1.2 School Legal Status. Memphis Merit Academy Charter School is a Shelby County Schools District charter school. Memphis Merit Academy will operate pursuant to a charter being granted by the Shelby County Schools District, a department of the Tennessee Department of Education, upon charter application approval. Memphis Merit Academy Charter School is a public school, and its status as a nonprofit corporation does not affect its status as a public school. However, for governance, finance, and administrative purposes, Memphis Merit Academy operates as a Tennessee nonprofit corporation. The nonprofit's Articles of Incorporation and non-profit status are provided as addendum to this manual.

1.3 Non-Discrimination Policy. The officers, directors, committee members, employees, and persons served by this corporation shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and sexual orientation. It is the policy of Memphis Merit Academy Charter School not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age physical ability, veteran's status, political service or affiliation, color, religion, or national origin in admissions, hiring, selection or appointment to any office.

Adopted by the Memphis Merit Academy Charter School Governing Board on 9.8.2018

Section 2 – The Board

2.1 Decision Making. Memphis Merit Academy Charter School has been created to serve students. All decisions by the Board of Directors and the administration should be made within the parameters of the mission and vision of the school, always keeping in mind the interest of students.

2.2 Policy Making. The Board shall be solely responsible for adopting, repealing or amending policies for Memphis Merit Academy Charter School. Action by the Board shall be accomplished as set forth in the bylaws. Except in cases of special need, the Board shall follow the following procedure in adopting, repealing or amending policies at Memphis Merit Academy: **First Reading.** The proposed policy shall be submitted for approval on first reading at a regular or special meeting of the Board called for that purpose. The proposed policy shall be contained in the Board packet distributed prior to the meeting. At first reading the Board shall receive public comment and comments from the sponsor of the proposed policy. A vote of the Board will be taken after the reading, and if the amendment receives a simple majority vote of the Directors present at the meeting, it will be placed on the agenda for a second reading at the next meeting of the Board. **Second Reading.** If the proposed policy is approved on first reading, it will be placed on the agenda and considered at the next regular or special meeting of the Board called for that purpose. No amendment shall be adopted at second reading unless the amendment receives a two-thirds vote of the Directors present at the meeting. If the proposed policy is adopted upon second reading it shall become a policy of Memphis Merit Academy, and the Policy Manual shall be amended accordingly. **Special Need.** Upon a two-thirds (2/3) vote of the Directors present at a regular or special meeting called for that purpose, a special need may be declared. If a special need is declared, a policy may be adopted on first reading. A proposed policy should reference the policy provision it will be amending. Ideally, the entire policy will be reprinted with new language in all caps, and language to be deleted lined out. New policies should include the proposed table of contents, policy title, and code number.



2.3 Board Review of Administrative Procedures. The Board recognizes its role of ensuring the fiscal and organizational health of the school through oversight and continuous progress monitoring. The Head of School shall be responsible for day-to-day administration of affairs of Memphis Merit Academy and shall manage all activities of the school as prescribed by the Board. The Board need not review administrative policies and regulations in advance of issuance except as required by law. The Board should approve in advance any highly sensitive matters of policy and/or regulations that have the potential to impact its duties and obligations to Memphis Merit Academy and/or the Tennessee Department of Education. To that end, the Head of School shall exercise his or her discretion to identify and bring to the Board's attention any such policies and regulations prior to issuance. Administrative policies and regulations should reference existing Board policy when applicable. The Board reserves the right to review administrative policies and regulations at its discretion. However, the Board shall revise or veto such regulations only when, in its judgment, such regulations are inconsistent with the Board's policies.

2.4 Summary of Tennessee Open Meeting Law. The Board will abide by the Open Meeting Law prescribed in Tennessee Law. The Open Meetings Act, commonly referred to as "Sunshine Law," is found in T.C.A. § 8-44-101 et seq. Any action taken in a meeting in violation of any of foregoing requirements is void. T.C.A. § 8-44-105. The requirements of this law are as follows: All meetings of any governing body are declared to be public meetings and must be open to the public at all times. T.C.A. § 8-44-102; Adequate public notice of all regular and special meetings must be given. T.C.A. § 8-44-103; The minutes of the meetings must be recorded and open to public inspection and at a minimum must contain a record of the persons present, all motions, proposals and resolutions offered, the results of any votes taken, and a record of individual votes in the event of a roll call. T.C.A. § 8-44-104(a); and All votes must be by public vote, public ballot, or public roll call; secret votes are prohibited. T.C.A. § 8-44-104(b).

2.5 Board Attendance Policy.

Purpose. This policy was developed with the recognition that Board membership is voluntary and that individual members contribute their time and energy in different ways. Because Board meetings are the only forum during which the Board can discuss and vote on major school policies and decisions, attendance at these meetings carries special importance. All Board members will receive a copy of this policy to ensure that everyone is properly informed about the expectations for Board attendance.

Definitions. "Notified" Absence: For absence to be "notified," a Board member must notify the person running the meeting (usually Chair or Vice-Chair) by 12:00pm the day of the meeting that s/he will be absent. "Un-notified" Absence: For absence to be "un-notified," a Board member failed to notify the person running the meeting (usually Chair or Vice-Chair) by 12:00pm of meeting day that s/he will be absent.

Unsatisfactory Attendance. If any of the following conditions exist, an individual board member will be considered to have unsatisfactory attendance: (1) the member has two "un-notified" absences in a row; (2) the member has three "notified" absences in a row; or (3) the member misses one third of the total number of Board meetings during one of their term years.

Process for Responding to Unsatisfactory Attendance. The board secretary will keep track of Board member attendance through Board meeting minutes and will provide this information to the Chair. The Chair will directly contact a Board member at risk of potentially violating the policy to issue both verbal and written warning as well as discuss the problem. If a Board member does violate the policy, the Chair will bring this to the Board's attention for discussion, after which point a majority vote will be held to determine possible Board termination.



Adopted by the Memphis Merit Academy Charter School Governing Board on 9.8.2018

2.5 Public Attendance at Board Meetings. Memphis Merit Academy will provide opportunities for any member of the community to express interest in and concern for the school. Accordingly, all community members will have access and be notified well in advance of all open meetings of the Board. A pre-scheduled time for public comment shall be a part of every regular Board meeting. The Board reserves the right to establish reasonable time limits for such public comment. Meetings are closed to the public only when the Board is meeting in executive session. An executive session may be called only to discuss matters not appropriate for public discussion, as defined under Tennessee law. An executive session may be called only upon the affirmative vote of two-thirds of the quorum present. No formal action of the Board may be taken in any executive session. Persons who wish to make requests, presentations, or proposals to the Board should direct any inquiry to the Head of School, who will respond according to the following procedures: The Head of School will consult with the Board Chair and, if appropriate, other Board members about including the request on the agenda for the next regularly scheduled Board meeting. If the item is included on the agenda, the Board will receive in their packet for the next regularly scheduled meeting written information directly from the person making the request. If specific Board action is being requested, that action should be in the written document. The person may present their information orally to the Board when the agenda item is discussed. The Board reserves right to establish reasonable time limits for public comment and presentations. Notice of meetings of the Memphis Merit Academy Board shall be posted in the school offices and on the school website at least 7 days prior to the meeting and in full compliance with all public meeting laws in the state of Tennessee.

2.7 Standing Committees. **Academic Achievement Committee** will be responsible for reviewing school assessment policies and procedures and ensuring that those policies conform to district and state standards. The Committee is responsible for reviewing results of school assessment programs and reporting findings to the Board. **Finance Committee** will be responsible for reviewing and submitting an annual balanced budget to the Board and, after Board approval, making the budget available to the public. The Committee will oversee preparation of the annual report, including audited financial statements, and other exhibits required by the Tennessee Department of Education, and make them available to the public as stated in Tennessee law. **Governance Committee** will be responsible for setting criteria for Board election and identifying and evaluating candidates for the Board of Directors. The Committee will present a slate of candidates for election to the Board at least once annually. Election will be by a simple majority of the sitting Board and will conduct the Board self-evaluation, described in Section 2.13. **Development Committee** will be responsible for determining the annual fundraising goals and plan of action for the calendar year based on the needs of the annual budget and organizational goals. The Committee will work with the Finance Committee and HOS to determine annuals. The Committee will be responsible for tracking progress towards fundraising goals and philanthropic donations and reporting findings to the Board.

2.8 Ad-Hoc-Committees. The Memphis Merit Academy Charter School Board of Directors reserves, per its bylaws, the ability to appoint ad-hoc committees of an advisory nature regarding pertinent business of the board comprised of board members or community members appointed by the board.

2.9 Board Fundraising Policy. The Board of Directors is a 100% giving Board. Board members are expected to give an annual monetary gift to Memphis Merit Academy and are asked to make Memphis Merit Academy a priority in their personal giving. Board members are expected to be involved in fundraising by using their personal and business connections when appropriate, by soliciting funds when appropriate, by serving on fundraising committees, and by attending fundraising events.

Adopted by the Memphis Merit Academy Charter School Governing Board on 9.8.2018



2.10 Board Election Procedures. The Governance Committee shall prepare and submit to the Board a report of the nominees it recommends for election to the Board. The number of seats available shall be determined in accordance with the by-laws. Whenever possible, nominated board member credentials will be presented one meeting prior to their election. Board members will be elected by a 2/3 vote of the quorum present at the meeting during which elections are held. Each director shall serve from the next scheduled Board meeting after the election until the end of his or her term as determined by the Board.

2.11 Board Self Evaluation. Efficient and effective performance of the Board can have significant impact on the school's success and is an essential component of good governance. The Board through the Governance Committee will conduct an annual assessment of its own work. This Committee shall determine the format of the assessment, but it must include a formal written survey/self-assessment tool. The evaluation process should be designed to encourage constructive feedback aimed at improvement.

2.12 Indemnification Policy. The school will purchase and maintain Directors and Officers Liability Insurance (D&O), liability insurance payable to the directors and officers of a corporation, or to the organization itself, as indemnification (reimbursement) for losses or advancement of defense costs if insured suffers such a loss as a result of legal action brought for alleged wrongful acts in capacity as directors and officers. The corporation will not provide indemnification for items arising from individual's participation in excess benefit or self-dealing transaction. Indemnification may be denied in a proceeding brought by or on behalf of the corporation (except for expenses), if it is determined that the indemnitee did not meet the standard of conduct required. This indemnification includes expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding if s/he acted in good faith and in a matter s/he reasonably believed to be in or not opposed to the best interests of the Corporation. With respect to criminal action or proceeding, s/he must have had no reasonable cause to believe conduct was unlawful.

Adopted by the Memphis Merit Academy Charter School Governing Board on 9.8.2018



BACKGROUND CHECK POLICY

Purpose: The purpose of this Policy is to assure compliance with all applicable laws regarding background checks, as well as, to help ensure the safety of Memphis Merit Academy Charter School and Memphis Merit Academy Charter School students and employees. Background checks for licensed school employees is provided for in the [Act Title, Section].

Definitions: **A.** "Background Check" or "Background Investigation" means the process, in compliance with all applicable laws, by which a person is reviewed for eligibility for unsupervised access to students. **B.** "Ethical Misconduct" means unacceptable behavior or conduct engaged in by a licensed school employee and includes inappropriate touching, sexual harassment, discrimination, and behavior intended to induce a child into engaging in illegal, immoral or other prohibited behavior. **C.** "School Employee" or "Employee" means any licensed or non-licensed employee of Memphis Merit Academy Charter School. For the purposes of this Policy only, the terms also refer to a person who has been offered employment, as well as a contractor or a contractor's employee who will have unsupervised access to students at Memphis Merit Academy Charter School. **D.** "School Volunteer" or "Volunteer" means any person who has completed the required process to provide uncompensated services to the School and who will have unsupervised access to students at Memphis Merit Academy Charter School.

Background Checks:

1. Memphis Merit Academy Charter School shall conduct background checks of all persons who may have unsupervised access to students, such as licensed and non-licensed staff, volunteers, and contractors as required by law.
2. For employees licensed through the Public Education Department (PED), the background check shall be conducted as proscribed by the PED. Each employee is responsible for any cost associated with requesting and processing a background check.
3. For employees not licensed by the Public Education Department, the background check may consist of:

Professional or personal reference checks;

Confirmation of education or certificates (if applicable); A criminal background check; Driving record history; and/or Any other information or data, as allowed by law, deemed required by the School.



4. Employees are authorized to have unsupervised access to students based on satisfactory background check results. All offers of employment are contingent upon a satisfactory background check.

5. Convictions of felonies or misdemeanors contained in the records provided by the Department shall be used in accordance with the Criminal Offender Employment Act and except as provided in this policy, any such convictions shall not serve as an automatic bar to employment unless required by law.

6. A finding in a background check related to child abuse or neglect or a finding related to criminal sexual penetration or contact shall unconditionally preclude a person from becoming or remaining an employee at Memphis Merit Academy Charter School.

7. Background checks are kept on file for twenty-four months following separation from Memphis Merit Academy Charter School.

8. Once employed or contracting with Memphis Merit Academy, all employees must self-report to the Head Administrator any arrest, charge and/or conviction of a criminal offense other than a minor traffic infraction.

9. School officials, who in the course of their background checks of employment applicants, discover that a licensed applicant or applicant pending a license has a conviction of a felony or misdemeanor of moral turpitude that results in any kind of action against that individual, shall share that information with the professional licensure and educator ethics bureaus of the PED.

Investigations of Ethical Misconduct:

The Head Administrator or their designee(s) shall investigate all allegations of ethical misconduct about any licensed school employee who resigns, is being discharged or terminated, or otherwise leaves employment after an allegation has been made. If the investigation results in a finding of wrongdoing the Head Administrator or their designee(s) shall report the identity of the licensed school employee and attendant circumstances of the ethical misconduct on a standardized form to the PED and to the licensed school employee within thirty days following the separation from employment. Copies of that form shall not be maintained in the School's records. No agreement between a departing licensed school employee and the School shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct, and any such agreement to the contrary is void.

Adopted by the Memphis Merit Academy Charter School Governing Board on 9.8.2018



FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT POLICY

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are eighteen (18) years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within forty-five (45) days after the day the School receives a request for access.

Parents or eligible students should submit to the Registrar a written request that identifies the records they wish to inspect. The Registrar will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the Memphis Merit Academy Charter School to amend a record should write the Head Administrator clearly identifying the part of the record they want changed, and specify why it should be changed. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the School discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A "school official" is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Governing Board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School discloses education records without consent to officials of another school in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.



4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by Memphis Merit Academy Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office

U.S. Department of Education 400 Maryland
Avenue, SW Washington, DC 20202

The address and phone number of Memphis Merit Academy Charter School:

4775 American Way

Memphis, TN, 38118

Adopted by the Memphis Merit Academy Charter School Governing Board on 9.8.2018



COMPLAINT AND GRIEVANCE POLICY

Employee Grievance

1. An employee must deliver a written statement to his/her immediate supervisor stating the pertinent facts relating to or regarding the problem within ten (10) working days of the act or occurrence out of which the problem arose. In cases involving employee groups, the written statement must be filed within fifteen (15) working days of the act or occurrence out of which the problem arose. If the immediate supervisor is the reason for the complaint or grievance the employee or employee group may go directly to the Head Administrator.
2. Grievances will be heard by the supervisor or Head Administrator at a reasonable time agreeable to both parties but in no event more than five (5) working days after the written statement has been delivered to the supervisor or Head Administrator.
3. An employee may discuss the matter personally with the supervisor or Head Administrator or the employee may be accompanied by a representative of his or her choice. The supervisor or Head Administrator may also be accompanied by a representative of his or her choice.
4. Following this meeting the employee making the complaint and, if applicable, the person who is the reason for the complaint (respondent) will receive written notification of the supervisor or Head Administrator's decision.
5. If the employee is aggrieved by the decision of the supervisor the employee may appeal to the Head Administrator.
6. If the employee is aggrieved by a decision of the Head Administrator the employee will have ten (10) working days from the date of the decision to submit an appeal in writing to the Governing Board. The Governing Board will have fifteen (15) working days from the date of the receipt of the appeal to inform the complainant of the decision in writing.
7. If the Head Administrator is the subject of or reason for the complaint the employee may bring the complaint directly to the Governing Board via any of its members.
8. All meetings and hearings shall be conducted in accordance with the Open Meetings Act.
9. No member of the Governing Board and no member of the administration shall retaliate against any employee because the employee instituted a grievance proceeding by doing any act which affects the employee's employment status, detrimentally affects or damages a party in interest, any professional organization representative or any other participant in the grievance procedure.

Student, Parent, and Legal Guardian Complaints

1. Any student, parent, or legal guardian of a student may file a complaint of any nature with the Head Administrator. The Head Administrator or his/her designee will conduct an investigation into the complaint. This



investigation may consist of interviews of the complainant and any witnesses who may have knowledge of the wrongdoing. Additionally, other method(s) or documents may be used. Complaints must be filed within 180 days of any wrongdoing.

2. An investigation will generally be completed within forty-five (45) calendar days. In some cases, the investigation may take longer. However, Memphis Merit Academy Charter School will make every reasonable effort to complete investigations within appropriate timelines.
3. At the conclusion of the investigation, the complainant and respondent (if applicable) will receive written notification of the outcome.
4. When the investigation is concluded by Memphis Merit Academy Charter School, the complainant and respondent (if applicable) will have ten (10) working days from the date of the written notification to submit an appeal in writing to the Governing Board. The Governing Board will have fifteen (15) working days from the date of the receipt of the appeal to inform the complainant or respondent of its decision in writing.
5. If the Head Administrator is the subject of or reason for the complaint the student, parent, or legal guardian may bring the complaint directly to the Governing Board via any of its members.

Adopted by the Memphis Merit Academy Charter School Governing Board on 9.8.2018

VOLUNTEER POLICY

1. Purpose: The purpose of this policy is to comply with Shelby County Schools regulations and to help ensure a safe environment for students, parents, teachers, staff, and volunteers.

2. Definitions:

- A. "Regular volunteers" means those persons, including relatives of students, who commit to serve on a regular basis at a school district, charter school or other educational entity without compensation.
- B. "Spontaneous volunteers" means those persons who agree to fill an urgent, temporary need for a school district, charter school or other educational entity without compensation and who are not pre-registered as a regular volunteer.

3. Regular Volunteers

- A. In seeking and accepting the voluntary services of qualified, interested individuals, Memphis Merit Academy Charter School recognizes that it has basic responsibilities to the regular volunteers as well as to the students and to themselves.
- B. It shall be responsibility of the Head Administrator or their designee(s):
 - 1) To interview all prospective regular volunteers and do a background check including any history of drug abuse or drug dealing, domestic violence, DUI offenses, and sex crimes;

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Memphis Merit Academy Charter School
educates students in kindergarten through eighth grade for success in high school, college, and life.



- 2) To provide all regular volunteers with a job description, outlining specific duties, time commitment and qualifications for acceptance as a regular volunteer;
- 3) To provide appropriate training, supervision and evaluation of regular volunteers; and
- 4) To instruct all regular volunteers to understand that failure to obey the code of ethics and standards of professional conduct as provided in T.C.A 49-5-1003 and T.C.A 49-5-1004 concerning the obligations of school personnel is grounds for dismissal.

C. Regular volunteers shall not be allowed to begin their service until after their duties are explained to them and they have accepted in writing the volunteer pledge acknowledging the duty of the volunteer:

- 1) to deal justly and considerately with each student, school employee or other volunteer;
 - 2) to share the responsibility for improving educational opportunities for all;
 - 3) stimulate students to think and learn, but at the same time protect them from harm;
 - 4) to respect the confidentiality of student records and information about students, their personal or family life;
 - 5) not to discriminate or to permit discrimination on the basis of race, color, national origin, ethnicity, sex, sexual orientation, disability, religion or serious medical condition against any person while on duty as a volunteer;
 - 6) to avoid exploiting or unduly influencing a student into engaging in an illegal or immoral act or any other behavior that would subject the student to discipline for misconduct, whether or not the student actually engages in the behavior;
 - 7) to avoid giving gifts to any one student unless all students similarly situated receive or are offered gifts of equal value for the same reason;
 - 8) to avoid lending money to students;
 - 9) to avoid having inappropriate contact with any student, whether or not on school property, which includes all forms of sexual touching, sexual relations or romantic relations, any touching which is unwelcome by the student or inappropriate given the age, sex and maturity of the student;
 - 10) to avoid giving a ride to a student;
 - 11) not to engage in sexual harassment of students, other volunteers or school employees;
 - 12) not to engage in inappropriate displays of affection, even with consenting adults,
 - 13) while on school property or during school events off premises;
 - 14) not to possess or use tobacco, alcohol or illegal drugs while on school property or during school events off premises;
 - 15) to use educational facilities and property only for educational purposes or purposes for which they are intended consistent with applicable law, policies and rules;
 - 16) to avoid any violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct when on school property or off campus at school functions;
 - 17) to refrain from using school information technology equipment, hardware, software or internet access for other than a school related purpose;
 - 18) to refrain from striking, assaulting or restraining students unless necessary in the defense of self or others;



- 19) to refrain from using inflammatory, derogatory or profane language while on school property or while attending school events off premises;
- 20) to refrain from bringing or possessing firearms or other weapons on school property except with proper authorization;
- 21) not to be under the influence of alcohol or illegal drugs on school property or at school events off premises; and
- 22) to report, as appropriate under the circumstances, violations of this pledge by other regular volunteers or school employees.

D. For the mutual protection of regular volunteers and the school, personnel administering regular volunteer programs shall provide a safe place to work and clear project organization or direction, establish and inform regular volunteers of emergency procedures, ensure that regular volunteers understand that their activities create participating member's liability, and that ethical standards apply to them as well as to regular school employees. Personnel shall inform each regular volunteer in writing of the reserved right to dismiss unsatisfactory regular volunteers and of the established procedures for doing so.

4. Spontaneous volunteers

Under law spontaneous volunteers are not subject to these rules, but spontaneous volunteers must be supervised always by an employee or regular volunteer of the school.

Adopted by the Memphis Merit Academy Charter School Governing Board on 9.8.2018

Memphis Merit Academy Board Code of Conduct

Memphis Merit Academy (hereinafter “MMA”) has adopted the following Board Code of Conduct (hereinafter “the Code”) that all MMA Board of Directors (hereinafter “the Board” or “Directors”) agree to adhere to by signing below:

I. Compliance with Laws, Rules and Regulations

All Directors shall comply with all laws, rules and regulations applicable to MMA.

II. Compliance with Board Policies

All Directors shall comply with all policies adopted by the Board.

III. Active Participation

All Directors are expected to exercise the duties and responsibilities of their positions with integrity, collegiality, and care. This includes:

- Making attendance at all meetings of the board a high priority.
- Being prepared to discuss the issues and business on the agenda, and having read all background material relevant to the topics at hand.



- Cooperating with and respecting the opinions of fellow Board members, and leaving personal prejudices out of all board discussions, as well as supporting actions of the Board even when the Board member personally did not support the action taken.
- Putting the interests of the organization above personal interests.
- Representing the organization in a positive and supportive manner at all times and in all places.
- Showing respect and courteous conduct in all board and committee meetings.
- Refraining from intruding on administrative issues that are the responsibility of management, except to monitor the results and ensure that procedures are consistent with board policy.
- Observing established lines of communication and directing requests for information or assistance to the Head of School.

IV. Board Interaction with Internet Community and Media

1. The Board recognizes that members of the Internet community and the public at large have significant interests in MMA's educational achievement and financial stability, and therefore the Board seeks to ensure appropriate communication, subject to concerns about confidentiality.
2. The Board notes that the Head of School speaks for MMA, consistent with applicable policy.
3. If comments from the Board to the Internet Community and/or Media on behalf of MMA are appropriate, they should be reviewed and discussed by the Board in advance, and, in most circumstances, come from the Chair of the Board or Head of School.

V. Review

This Code will be reviewed periodically by the Board Governance Committee, which shall make recommendations to the full Board regarding changes to or rescinding of the Code, as deemed appropriate.

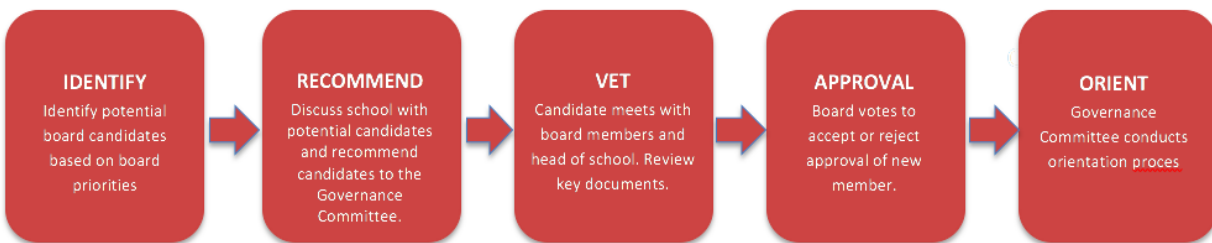
I, _____, recognizing the important responsibility I am undertaking in serving as a member of the Board of MMA, hereby pledge to carry out in a trustworthy and diligent manner the duties and obligations associated with my role as a Director and abide by the Code. I understand that failure to abide by the Code may result in my removal as a Director, pursuant to the requirements and processes provided in the organization's governing documents.

Signature _____ Date _____

Adopted by the Memphis Merit Academy Charter School Governing Board on 10.18.2018



Memphis Merit Academy Board Recruitment and Vetting Process



Identify

The Board of Directors (hereinafter “the Board” or “Directors”) for Memphis Merit Academy (hereinafter “MMA”) identifies potential board candidates based on the following criteria:

- Expertise and skills aligned with the school's needs such as: law, real estate, financial management, governance, marketing, fundraising, advocacy, community organizing/ outreach, education, strategic planning, etc.
- Belief in charter schools and, more specifically, in MMA’s mission, vision, and approach.
- Belief that all children can achieve the highest levels of academic excellence.
- Availability and time to participate fully in governance and board activities.
- Access to personal networks capable of assisting MMA.
- Ability to work well in groups and to put group goals before personal agenda.
- Commitment to improving the quality of education for children in low-income communities within the City of Memphis.



Recommend

Individual directors may recommend prospective board candidates, who meet the above criteria, to the Governance Committee. However, directors should speak with potential candidates, discuss the school with them and assess their suitability and interest in serving on the board before suggesting the candidate to the Governance Committee.

Individual directors should forward the names, resumes and contact information for strong candidates to the Governance Committee for review and consideration. A member of the Governance Committee will contact the candidate, facilitate the vetting process, and serve as contact person for the candidate.

Vet

Candidates who appear to meet the above criteria will be asked to meet with two directors (the Board Chair and a member of the Governance Committee) and the Head of School, to further assess their potential to contribute to the Board. The candidate will also be asked to attend a MMA board meeting, recruitment event or some other event.

Approval

If the candidate continues to be interested in joining the Board, he/she will be given a copy of the following documents:

- Charter application;
- Governing board member key responsibilities;
- Board of Directors meeting minutes from the past calendar year;
- Board policies, bylaws, and Conflict of Interest Agreement; and
- Calendar of Board Meetings.

If after thoroughly vetting a prospective board member through this process, the Governance Committee finds that the candidate is aligned with the school's mission and possesses critical capacity for the board, the Governance Committee will formally recommend to the full Board that he/she be approved as a new member at a subsequent board meeting (not the one the candidate observes). The Board will then vote to accept or reject approval of the new board member according to the school's bylaws. The candidate will submit all necessary disclosures and documents to the Governance Committee before the board can formally approve the candidate as a new member.

Once a new board member is approved, the Governance Committee will schedule an orientation session to ensure they have the information needed to understand their role and responsibilities and can quickly become an effective board member. It is good practice to bring on a cohort of new board members (when possible) at the same time so that they may participate in orientation together. The Governance Committee will also



facilitate Committee assignments for new board members.

Orient

The Governance Committee will conduct a new board member orientation process, to include:

1. **Orientation session for all new board members:** Go over background material about the school and bring new members up to date on issues facing the Board. Describe the school's mission, vision, and values, who the school serves, and the school design. Review meeting attendance requirements and Committee assignments. Allow plenty of time for questions and answers.
2. **Introductions to other members:** Introduce new board members to any directors not present at the previous board meeting.
3. **Governance training:** Provide training on governance versus management, board manual, school bylaws, minutes of previous board meetings, annual report and audits (if available), financial reports, and other key documents. New members will review and sign the Conflict of Interest Statement at this training. New members will also sign the Board Member Agreement, reassuring their belief in the mission of the school and ability to do the work necessary to support the school in pursuit of its goals.
4. **Board professional development:** Provide an overview of the Board's professional development activities and identify how the Governance Committee will bring new board members up to date on professional development topics.

Adopted by the Memphis Merit Academy Charter School Governing Board on 10.18.18



Memphis Merit Academy Charter School

Board Roles and Responsibilities

Overview & Purpose

The Head of School and Board of Directors work closely to ensure Memphis Merit Academy Charter School is a strong school option for the families of the Parkway Village and Oakhaven communities. The Building Excellent Schools Follow-On Support works with the Board of Directors and Head of School to support the school during its planning year (Year 0) and first two years of operation to ensure the strong execution of that design. In year three (3) of operation, Building Excellent Schools provides continued strategic support to those schools demonstrating strong academic results, inviting the strongest schools into the BES Network – the strongest BES schools across the country.

Our strong school starts with you.

The Memphis Merit Academy Board of Directors will assist in building an excellent charter school that is singularly focused on carrying out its mission to educate all kindergarten to eighth grade students for academic and life success, with a focus on college preparation for all students regardless of demographic background.

Board members must share a commitment to this mission and to the vision of an academically rigorous, disciplined, public charter school serving the traditionally underserved students of Memphis. They must be dedicated, passionate, and entrepreneurial individuals willing to volunteer their expertise, connections, and time to ensure completion of a successful charter application and the ultimate success of Memphis Merit Academy in fulfilling its mission.

The Board of Directors will consist of at least 7 members and no more than 15 members. Board members are expected to carry out the mission and execute the goals set forth in the charter application.

Responsibilities of the Board of Directors

*Mission | Through rigorous academics, high quality instruction, and character development
 Memphis Merit Academy Charter School
 educates students in kindergarten through eighth grade for success in high school, college, and life.*



- Assist with the writing, revising, and adopting policies necessary to run an effective charter school;
- Assist in the design of business and facility plans to prepare the school for sound fiscal health;
- Help cultivate community support and galvanize a network of strategic partnerships;
- Develop and perpetuate a Board to govern the school and be accountable for the school's success.

Performance Expectations of Individual Founding Board Members

- Advocate for the mission and vision of Memphis Merit Academy Charter School;
- Capitalize on personal/professional networks for the financial/political/organizational benefit of the School;
- Use specific expertise for the benefit of Memphis Merit Academy Charter School;
- Support the decisions taken by the Board of Directors as a whole;
- Commit at least 10 hours monthly to compliance, regulatory, and policy-related work, including meetings, phone calls, and emails;
- Represent Memphis Merit Academy at events, interviews, etc. conducted by the authorizing agency;
- Participate in board training provided by Memphis Merit Academy Charter School and Building Excellent Schools;
- Disclose any potential conflicts of interest to the Board Chair and the rest of the Board of Directors upon entrance and when necessary as situations arise; and
- Support the planning and implementation of Memphis Merit Academy Charter School.

Qualifications of Board Members

- Belief in charter schools and in the mission of Memphis Merit Academy Charter School;
- Belief that *all* children can achieve the highest levels of academic excellence;
- Availability to participate meaningfully in the founding process;
- Expertise in law, real estate, financial management, governance, marketing, fundraising, advocacy, community organizing /outreach, education, or strategic planning;
- Personal experience with entrepreneurship and/or working on diverse teams;
- Willingness to use personal and professional networks on behalf of the school; and
- Commitment to improving the quality of education for children in low-income communities within Memphis.

Adopted by the Memphis Merit Academy Charter School Governing Board on 10.18.18



Memphis Merit Academy Board Member Agreement

I, _____, understand that as a member of the Board of Directors I have a legal and moral responsibility to ensure that the organization does the best work possible in pursuit of its goals. I believe in the purpose and the mission of the organization, and I will act responsibly and prudently as its steward.

I have read and understand the Director Job Description that governs my work on the board. I will perform my duty as a board member by fulfilling my responsibilities as an individual Director as specified in the Director Job Description and by partnering with other Directors to fulfill the responsibilities of the collective board. I believe in and will support the relationship between Memphis Merit Academy Charter School and Building Excellent Schools during the Planning Year and first two years of the school's operation, during which Building Excellent Schools will provide Follow-On Support, as well as during the third year of the school's operation, during which the school's leadership and the Board will work with Building Excellent Schools to examine the academic, fiscal, and organizational health of the school as it continues to grow. If the school meets eligibility criteria (academic success and organizational health), I will support the school's membership in the BES Network – the group of the highest performing BES schools across the country.

If I do not fulfill these commitments to the organization, I will expect the Board Chair to call me and discuss my responsibilities with me. After discussion, if I still feel unable to fulfill these expectations I will resign from the board.

In turn, the organization will be responsible to me in several ways:

1. I will be sent monthly financial reports and an update of organizational activities that allow me to meet the “prudent person” responsibilities as a board member.
2. The organization will help me perform my duties by keeping me informed about issues in

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Memphis Merit Academy Charter School
educates students in kindergarten through eighth grade for success in high school, college, and life.



education reform locally and nationally, and by offering me opportunities for professional development as a board member.

3. Board members and the Head of School will respond in a straightforward fashion to questions I have that are necessary to carry out my board and committee-related responsibilities to the school.
4. Board members and the Head of School will work in good faith with me toward achievement of our goals.
5. If the organization does not fulfill its commitments to me, I can call on the Board Chair and Head of School to discuss these responsibilities.

Member, Board of Directors

Date

Board Chair or Appointee

Date

Adopted by the Memphis Merit Academy Charter School Governing Board on 10.18.18



Memphis Merit Academy Charter School

Financial Policies

Approved and Adopted by the Board of Directors on 11.15.18

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Overview

The Board of Directors of Memphis Merit Academy Charter School will review and adopt the following policies and procedures to ensure the most effective use of the funds of Memphis Merit Academy to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

1. The Board of Directors formulates financial policies and procedures, delegate's administration of the policies and procedures to the Head of School and the Dean of Operations and reviews operations and activities on a regular basis.
2. The Dean of Operations and the Head of School has responsibility for all operations and activities related to financial management.
3. Financial duties and responsibilities must be separated so that no one employee has sole control over cash receipts, disbursements, payrolls, and reconciliation of bank accounts.

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4. The Board of Directors will commission an annual financial audit by an independent third-party auditor who will report directly to them. The Board of Directors will approve the final audit report, and a copy will be provided to the school authorizer. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the Board of Directors and the charter-granting agency.
5. The Board of Directors can appoint someone else to perform the HOS and Dean of Operations responsibilities in the case of absence.

Annual Financial Audit

1. The Board of Directors will annually appoint an audit committee (comprised of members of the finance committee) by January 1 to select an auditor by March 1 prior to year end (June 30th).
2. Any persons with expenditure authorization or recording responsibilities within the school may not serve on the committee.
3. The committee will annually contract for the services of an independent certified public accountant to perform an annual fiscal audit.
4. The audit shall include, but not be limited to:
 - a. An audit of the accuracy of the financial statements
 - b. An audit of the attendance accounting and revenue accuracy practices
 - c. An audit of the internal control practices
5. If the School receives over \$500,000 from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars.
6. The audit firm shall be on the State approved list of School auditors.
7. At the conclusion of the audit, EdTec will review the audit with the Board and propose any changes necessary in operating procedures to comply with audit findings.
8. Form 990 Federal Tax Return: The selected audit firm will prepare the Form 990 tax return and send a copy to the school staff responsible for the audit. The school staff will review and send a copy to the Board of Directors for its review and approval before filing. Once approved by the Board, the school will notify the audit firm who will then prepare the final return for filing.

PURCHASING

1. The Head of School (HOS) and or Dean of Operations (DoO) may authorize expenditures and may sign related contracts within the approved budget. The Board of Directors must review all expenditures. This will be done via approval of a check register which lists all checks written during a set period of time and includes check #, payee, date, and amount. The Board of Directors must also approve contracts over \$10,000.



2. The DoO must approve all purchases.
3. When approving purchases, the DoO must:
 - a. Determine if the expenditure is budgeted
 - b. Determine if funds are currently available for expenditures (i.e. cash flow)
 - c. Determine if the expenditure is allowable under the appropriate revenue source
 - d. Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations
 - e. Determine if the price is competitive and prudent. All purchases over \$5,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services.
4. Any individual making an authorized purchase on behalf of the school must provide Memphis Merit's DoO with appropriate documentation of the purchase.
5. Individuals other than those specified above are not authorized to make purchases without pre-approval.
6. Individuals who use personal funds to make unauthorized purchases will not be reimbursed. Authorized purchases will be promptly reimbursed by a bank check upon receipt of appropriate documentation of the purchase.
7. The Dean of Operations (DoO) may authorize an individual to use a school credit card and/or debit card to make an authorized purchase on behalf of the school, consistent with guidelines provided by the HOS and/or Board of Directors.
 - a. The school card will be kept under locked supervision in DoO or HOS's office, and authorized individuals must sign the credit card out and must return the credit card and related documentation of all purchases within 24 hours of the purchases, unless otherwise authorized by the HOS.
 - b. If receipts are not available or are "missing", the individual making the charge will be held responsible for payment.
 - c. Credit cards and/or debit cards will bear the names of both Memphis Merit and the HOS.

Petty Cash

The purpose of the Petty Cash Checking Account is for payment of incidental expenses when there is insufficient time for processing through the General Checking Account. Examples of proper expenses include, but are not limited to, food/meals for teachers doing curriculum work and emergency plumbing repairs. Petty cash shall not be used for teacher reimbursements, employee expense reimbursements or independent contractor payments.

1. The Office Manager will manage the petty cash fund.
2. The petty cash fund will be capped at \$100.



3. All petty cash will be kept in a locked petty cash box in a locked drawer or file cabinet. Only the DoO and the HOS will have keys to the petty cash box and drawer or file cabinet.
4. All disbursements will require a completed and signed petty cash slip. A register receipt for all purchases must be attached to the petty cash slip.
5. Memphis Merit's Dean of Operations (DoO) will insure that the petty cash slip is properly completed and that a proper receipt is attached.
6. At all times the petty cash box will contain receipts and cash totaling \$100. A register receipt must support the petty cash slip. The individual using the petty cash to make a purchase is responsible for submitting the receipt for the petty cash slip to the Office Manager within 48 hours of withdrawing the petty cash.
7. When expenditures total \$50 (when cash balance is reduced to \$50), the DoO will total the disbursements, complete a petty cash reimbursement form, and obtain the approval of HOS. This should be done on at least a quarterly basis. The petty cash slips and supporting receipts will be attached to the reimbursement request form and forwarded to Memphis Merit's DoO.
8. Petty cash fund reimbursement checks will be made payable to the school's HOS.
9. Any irregularities in the petty cash fund will be immediately reported in writing to the DoO and to the HOS.
10. Loans will not be made from the petty cash fund.
11. Memphis Merit's DoO will conduct surprise counts of the petty cash fund.

Contracts

1. Consideration will be made of in-house capabilities to accomplish services before contracting for them.
2. Office Manager will keep and maintain a contract file evidencing the competitive bids obtained (if any) and the justification of the need for any contracts over \$10,000. However, Head of School may make a finding to the Board for sole sourcing a contract exceeding \$10,000, but not exceeding \$20,000; in this case, the Board may approve the contract in arrears at the time of contract execution. (The basis for such a finding may include: time/urgency issues; the absence of competitors; high service/quality from a particular contractor).
 - a. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the school.
3. Written contracts clearly defining work to be performed will be maintained for all contract



service providers (i.e. consultants, independent contractors, subcontractors).

- a. Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The DoO may also require that contract service providers list the school as an additional insured.

4. If the contract service provider is a sole proprietor or a partnership (including LP, and LLP), the DoO will obtain a W-9 from the contract service provider prior to submitting any requests for payments to Memphis Merit's DoO.

5. The HOS and/or DoO will approve proposed contracts and modifications in writing.

6. Contract service providers will be paid in accordance with approved contracts as work is performed.

7. The DoO or HOS will be responsible for ensuring the terms of the contracts are fulfilled.

8. Potential conflicts of interest will be disclosed up front, and the HOS and/or Member(s) of the Board of Directors with the conflict will excuse themselves from discussions and from voting on the contract.

ACCOUNTS PAYABLE

Bank Check Authorization

1. All original invoices will immediately be forwarded to the DoO for approval.
2. The DoO will carefully review each invoice, attach all supporting documentation, and verify that the specified services and/or goods were received. When receiving tangible goods from a vendor, the person designated to receive deliveries (Office Manager) should trace the merchandise to the packing list and note any items that were not in the shipment. The packing list should be submitted to Memphis Merit's DoO with the invoice. Memphis Merit's DoO will adjust the invoice for any missing items noted on the packing list before processing for payment.
3. Once approved by DoO he/she will complete the required information, including noting the specific budget line item that is to be charged for the specified expenditures.
4. The HOS may authorize the DoO to pay recurring expenses (e.g. utilities) without the HOS's formal approval (signature) on the invoice when dollar amounts fall within a predetermined range.

Bank Checks

1. The Board of Directors will approve, in advance, the list of authorized signers on the school account. The HOS, the Chair of the Board and the Treasurer and any other employee authorized by the Board of Directors may sign bank checks within established limitations.



2. The Board of Directors will be authorized to open and close bank accounts.
3. Memphis Merit's HOS will be responsible for all blank checks and will keep them under lock and key.
4. When there is a need to generate a bank check, DoO will process the check and the HOS will sign each check.
5. The HOS and/or Board Chair or Treasurer will sign checks. Checks in excess of \$10,000 need two signatures, one each from either of the above-mentioned individuals.
6. Checks may not be written to cash, the bearer, or petty cash. Under no circumstance will any individual sign a blank check.
7. Memphis Merit's DoO will record the check transaction(s) into the appropriate checkbook and in the general ledger.
8. Memphis Merit's DoO will distribute the checks and vouchers as follows:
 - a. Original – mailed or delivered to the payee
 - b. Duplicate or voucher – attached to the invoice and filed by vendor name by DoO.
 - c. Canceled Checks – filed numerically with bank statements by the DoO.
 - d. Voided checks will have the signature line cut out and will have VOID written in ink. The original check will be attached to the duplicate and forwarded to Memphis Merit's DoO who will attach any other related documentation as appropriate.

Bank Reconciliation

1. Bank statements will be received directly, unopened, by Memphis Merit's DoO.
2. DoO will examine all paid checks for the date, name, cancellation, and endorsement.
3. Any discrepancies regarding the paid checks or any checks over 90 days will be researched and if applicable deleted from the accounting system.
4. Memphis Merit's DoO will prepare the bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation.
5. Memphis Merit's DoO will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any material discrepancies to the HOS.
6. Memphis Merit's DoO will prepare a monthly summary report to be approved by the HOS.



ACCOUNTS RECEIVABLE

1. Documentation will be maintained for accounts receivable and provided to Memphis Merit's DoO.
2. Accounts receivable will be recorded by DoO in the general ledger and collected on a timely basis.

Cash Receipts (Cash and Checks)

1. For each fundraising or other events in which cash or checks will be collected, the Office Manager will be responsible for collecting and holding all cash and checks for the purpose of the fundraising activity.
 - a. The Office Manager will record each transaction in the appropriate software and tracking system designated by the HOS and DoO.
 - b. The cash, checks, receipt book, and deposit summary must be given to the DoO by the end of the next business day, who will immediately put the funds in a secure, locked location.
 - c. Both the Office Manager and the DoO will count the deposit and verify the amount of the funds in writing.
2. Cash/checks dropped off at the school office will be placed directly into a lockbox by the person dropping off the cash/checks.
 - a. All funds are deposited into the lock box in a sealed envelope, along with any notes, forms, or other descriptions of how the funds are to be used.
 - b. The Dean of Operations and one other staff member will jointly open the lockbox to verify the cash/check amounts and sign off on the amounts received.
 - c. The lockbox will be emptied at least once per week, corresponding to days when deposits are made.
3. Mail received at the school must be opened in the presence of at least one office staff members.
 - a. For any cash or checks received as donations in the mail, the Office Manager will prepare a deposit packet itemizing the amount. For uniform sales and other payments, the Office Manager will prepare a deposit packet itemizing the amount. A second staff member will verify all deposits confirming the amounts and initialing the deposit slips.
4. Twice a week, the Office Manager will log cash or checks received into the Cash Receipts Log. The Cash Receipt logs should be provided to Memphis Merit's DoO with the weekly mailing of invoices.
5. All checks will be immediately endorsed with the school deposit stamp, containing the following information: "For Deposit Only; Memphis Merit Academy; XX Bank; Bank Account Number, Date



Received by the School.”

6. A deposit slip will be completed by the Office Manager and initialed by DoO for approval to deposit. The deposit slip will be duplicated and documentation for all receipts (copy of the check, letter, etc.) will be attached to the duplicate deposit slip.
7. Deposits of Receipts – The School will deposit all funds received as soon as practicable upon receipt. The [insert title, e.g. Office Manager, Bookkeeper] will open all mail on a daily basis, immediately sort all checks and forward them to the DoO who will immediately endorse the checks to the appropriate school account and prepare appropriate deposits as soon as practical, ideally the same day and in no case later than three working days. The duplicate deposit slip and deposit receipt will be attached to the deposit documentation to be filed and recorded weekly.

Volunteer Expenses

1. All volunteers will submit a purchase requisition form to the Dean of Operations for all potential expenses.
 - a. Only items with prior written authorization from the Dean of Operations will be paid/reimbursed.

Check Policy

1. A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF).
2. In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order or certified check.

PERSONNEL

1. The DoO and Office Manager will be responsible for all new employees completing or providing all of the items on the attached Personnel File Checklist.
2. The DoO and Office Manager will be responsible for maintaining this information in the format as shown on the Personnel File Checklist. An employee’s hiring is not effective until the offer letter has been signed by the employee, W-4 form, benefits form and payroll forms have been turned in.
3. A position control list will be developed during the budget season. Memphis Merit’s DoO will notify the board of any variances to the position control throughout the year.

PAYROLL



Work- time tracking

The Dean of Operations is responsible for work-time tracking for all staff members.

1. New Employees: Requests for new employees shall be initiated by the Executive Director or Director/Principal and be consistent with the approved annual personnel budget. New employees shall complete an Application for Employment and all necessary paperwork for payroll. New employees shall be fingerprinted and TB tested consistent with State law. Fingerprint clearance must be received by the School before any employee may start work.
2. Employees shall accrue vacation and sick leave time based on the personnel policy of the School.
3. Timekeeping (for hourly staff):
 - a. The Executive Director or Director/Principal shall develop procedures to ensure accurate and timely preparation of timesheets for hourly employees.
 - b. Authorized timesheets shall be forwarded to EdTec according to EdTec policies and procedures set forth separately. Payroll processing and payment shall take place according to EdTec policies and procedures set forth separately.
4. Independent Contractors: The School shall only engage independent contractors if all of the following practices are followed:
 - a. The expense is within the approved budget or separately approved by the Board;
 - b. The contractor provides proof of adequate insurance and IRS form W-9;
 - c. IRS rules are followed regarding classification of staff as contractors versus employees;
 - d. The work is done under contract.

Overtime

Advanced approval in writing by the authorized supervisor is required for compensatory time and overtime.

Payroll Processing

For hourly employees, employees must sign timesheets to verify appropriate hours worked, resolve absences and compensations, and monitor number of hours worked versus budgeted. The Office Manager will submit a summary report of timesheets to the DoO who will verify the calculations for accuracy for payroll-related information such as sick leave, vacation pay, and/or any other unpaid time.

1. For substitute teachers, the Dean of Operations will maintain a log of teacher absences and the respective substitutes that work for them. The Dean of Operations will verify that the substitutes initial the log next to their names before they leave for the day and that teachers, upon returning back to work, initial next to their names. This form will be verified and signed by the appropriate supervisor and submitted to Memphis Merit's DoO.
2. The HOS will notify Memphis Merit's DoO of all authorizations for approved stipends.
3. Memphis Merit's DoO will prepare the payroll worksheet based on the



summary report from the designated school employee to be entered into the payroll system.

4. The payroll checks will be deposited into each individual's bank account.

Payroll Taxes and Filings

1. EdTec will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries.
2. EdTec will prepare the state and federal quarterly and annual payroll tax forms. EdTec will submit the forms to the respective agencies.

PTO Record Keeping

1. The DoO or will maintain written records of all full-time employees' use of sick leave, vacation pay, and any other unpaid time.
 - a. The DoO will immediately notify the HOS if an employee exceeds the accrued sick leave or vacation pay, or has any other unpaid absences.
 - b. Records will be reconciled when requested by the employee. Each employee must maintain personal contemporaneous.

Expense Reports

1. Employees will be reimbursed for expenditures within ten (10) days of presentation of appropriate documentation.
2. Employees will complete expense reports monthly, as necessary, to be submitted to the Office Manager and in turn, provided to DoO.
3. Receipts or other appropriate documentation will be required for all expenses over five dollars to be reimbursed.
4. The employee and the DoO must sign expense reports.
5. HOS's expense reports should be approved by a member of the board and always be submitted to Memphis Merit's DoO for processing and payment.
6. Expenses greater than two months old will not be reimbursed.

Travel

1. Employee Mileage Reimbursement
 - a. All employees are reimbursed at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for business-related travel pre-approved by their immediate supervisor. In addition, parking fees and tolls paid are reimbursable if supported by receipts.



- b. All employees requesting such mileage reimbursement are required to furnish an Expense Report containing the destination of each trip, its purpose and the miles driven, parking fees and tolls, within one month after the travel date, supported by receipts if applicable. The HOS must pre-approve all out of town travel.

2. Employees will be reimbursed for overnight stays at hotels/motels when pre-approved by an administrator and the event is more than 60 miles from either the employee's residence or the school site. Hotel rates should be negotiated at the lowest level possible, including the corporate, nonprofit or government rate if offered, and the lowest rate available. Employees will be reimbursed at the established per diem rate for any breakfast, lunch, or dinner that is not included as part of the related event.
 - a. Travel advances require written approval from the school's HOS.
 - b. Travel advances require receipts for all advanced funds.
 - c. After the trip, the employee must enter all of the appropriate information on an expense report and submit it to the school's HOS for approval and then on to Memphis Merit's DoO for processing.

If the advance **exceeds** the amount of the receipts, the employee will pay the difference immediately in the form of a check. If the advance **is less than** the amount of the receipts, the difference will be reimbursed to the employee in accordance with the expense report.

Governing Board Expenses

1. The individual incurring authorized expenses while carrying out the duties of the school will complete and sign an expense report.
2. The HOS will approve and sign the expense report, and submit it to the Memphis Merit's DoO for payment.

Financial Reporting

1. In consultation with the back office provider (EdTec), the DoO will prepare the annual financial budget for approval by the Board of Directors.
2. Memphis Merit's back office provider and/or DoO will submit a monthly balance sheet and monthly revenue and expense summaries to the HOS and Board of Directors including a review of the discretionary accounts and any line items that are substantially over or under budget (\$5,000 or +/- 10% of established budget, whichever is greater). The report will be reviewed at both the scheduled board finance committee and general board meetings and action will be taken, if appropriate.
3. Memphis Merit's DoO will provide the HOS and/or Board of Directors with additional financial reports, as needed.



Loans

1. The HOS and the Board of Directors will approve all loans from third parties. In the case of a long-term loan, approval may also be required from the charter-granting agency in accordance with the terms of the charter petition and/or other lenders in accordance with the loan documents.
2. Once approved, a promissory note will be prepared and signed by the HOS and BOD before funds are borrowed.
3. Employee loans are not allowed.

Financial Institutions

1. All funds will be maintained at a high-quality financial institution.
2. All funds will be maintained or invested in high quality, short maturity, and liquid funds.
3. Physical evidence will be maintained on-site for all financial institution transactions.

Retention of Records

1. Financial records, such as transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documentation will be retained for a minimum of seven (7) years. At the discretion of the Board of Directors or HOS, certain documentation may be maintained for a longer period of time.
2. Memphis Merit's DoO will retain records at their site for a minimum of two (2) years; after which, the remaining five years will be the responsibility of the School.
3. Financial records will be shredded at the end of their retention period.
4. Appropriate backup copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location, separate from the school.

Funds Balance Reserve

1. A funds balance reserve of at least 5% of the total unrestricted General Funds revenues will be maintained.
2. Memphis Merit's DoO will provide the HOS with balance sheets on a monthly basis. It is the responsibility of the DoO, HOS and the Board of Directors to understand the school's cash situation. It is the responsibility of the HOS and the DoO to prioritize payments as needed. The HOS and DoO have responsibility for all operations and activities related to financial management.



Insurance

1. Memphis Merit's DoO will work with the HOS to ensure that appropriate insurance is maintained at all times with a high-quality insurance agency.
2. The DoO will maintain the files of insurance policies, including an up-to-date copy of all certificates of insurance, insurance policies and procedures, and related claim forms.
3. The HOS and DoO will carefully review insurance policies on an annual basis, prior to renewal.
4. Insurance will include general liability, worker's compensation, student accident, professional liability, and directors' and officers' coverage. Supplementary coverage will cover the after-hours and weekend activities. Coverage will be in line with the limits listed in the school's approved charter petition.

Capitalization and Depreciation: *(updated 8.20.2020 Board Meeting)*

The School will capitalize and depreciate all assets costing \$5,000 or more. All other assets are charged to expense in the year incurred. Capitalized assets are recorded at cost and depreciated under the straight-line method over their estimated useful lives which can range from:

- Leasehold Improvement – Lease term or 5 years, whichever is shorter
- Equipment – 3 years
- Furniture – 5 years

Repair and maintenance costs, which do not extend the useful lives of the assets, are charged to expense. The cost of assets sold or retired and related amounts of accumulated depreciation are eliminated from the asset accounts, and any resulting gain or loss is included in the earnings in the year.

Asset Inventory

1. An asset is defined as all items, purchased or donated, with a value of \$1,000 or more and with a useful life of more than one year.
2. Memphis Merit's DoO will file all receipts for the purchased asset.
3. Memphis Merit's Office Manager and DoO will maintain an inventory or log of all assets. The log will include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting assets.
4. Memphis Merit's operations team will take a physical inventory of all assets at least 90 days before the end of each fiscal year, indicating the condition and location of the asset.
5. The school's HOS and the DoO will immediately be notified of all cases of theft, loss, damage or destruction of assets.



6. The school's HOS will submit to the operations team and DoO written notification of plans for disposing of assets with a clear and complete description of the asset and the date of disposal.

Disposal of Surplus Property and Donations:

Surplus property shall mean property that is no longer in use, is damaged beyond repair, or that the School feels will have no future value to the School's program, and that is declared to be surplus property by the Board. If the School wishes to dispose of equipment or other surplus property, the Board shall declare the property surplus and shall direct the staff on the actual means of disposal of the property, such as sale, donation, or destruction and disposal. If the School wishes to sell equipment or other surplus property, the Board shall direct the staff by giving specific guidance regarding the manner in which such property is to be sold.

If the School wishes to donate equipment or other surplus property, the Board shall declare the property surplus and authorize the donation. Requirements for potential donee organizations shall include:

- (1) the donee organization is fully independent of the School, with none of the School's Board members or key personnel involved in the donee organization; and
- (2) the donee organization shall be a non-profit or governmental entity related to education. In addition, the School shall secure a receipt from the donee organization for the donated property, and shall remove the asset from the School's books and record the donation as required by state and federal audit guidelines.

Property Acquired with Federal Grant Funds

If the property in question cost \$5,000 or more at the time of acquisition and was acquired with federal grant funds, the School shall notify the federal contract administrator prior to donating or disposing of such property as provided above.

Parking Lot Liability

1. Parking lot related incidences are not covered under any insurance policy. The school assumes no liability for damage to cars:
 - a. Parked in the parking lot during school hours
 - b. Parked in the parking lot after school hours
2. The only exception to this policy will be when a student is observed by an adult accidentally causing damage to a vehicle while engaged in a school activity, such as physical education equipment breaking a window (e.g. a ball).
3. Otherwise, liability is as follows:
 - a. If a student willfully causes damage (i.e. not an accident as described above), the student's parent or guardian is responsible.
 - b. If a parent or other visitor causes damage, that individual is responsible.
 - c. If an employee causes damage, the employee is responsible.



- d. If an unknown person causes damage and there is no witness, the affected individual would determine if they have applicable coverage through his/her individual insurance policies.

Memphis Merit Academy's current Staff Handbook can be found here:

<https://docs.google.com/document/d/1Tegny0giPirQgNO7AghyBm-5kJViCMhJ6PwL3E5M0zo/edit>

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Memphis Merit Academy CIPA Policy

INTERNET SAFETY. In accordance with the **Children’s Internet Protection Act** (CIPA), the **Memphis Merit Academy Charter School** (“School Board”) shall enforce a policy of Internet safety that incorporates the use of computer-related technology or the use of Internet service provider technology designed to block or filter Internet access to certain visual depictions, including without limitation those that are obscene, child pornography, or otherwise harmful to minors. Sites that are excessively, violent, pervasively vulgar, sexually harassing or that contain information regarding the manufacturing of bombs or other incendiary devices shall also be prohibited. Only authorized persons may disable the blocking or filtering mechanism *for an adult user* in order to enable Internet access for bona fide research or other lawful purposes.

In addition to filtering requirements, it shall be the policy of **Memphis Merit Academy Charter School** to:

- 1) Prohibit access by minors to inappropriate matter on the Internet and World Wide Web;
- 2) Institute measures to ensure the safety and security of minors when using electronic mail, chat rooms and other forms of direct electronic communications, such as "Instant Messaging";
- 3) Prohibit unauthorized access, including what is now known as hacking, and other unlawful on-line activities by minors online;
- 4) Prohibit unauthorized disclosure, use, and dissemination of personal information regarding minors; and
- 5) Institute measures designed to restrict minors' access to materials harmful to minors.

PERMISSIONS.

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- 1) The procedures and policies for parents and students shall be distributed to the student and parent/guardian and will be posted on **Memphis Merit Academy Charter School's** website.
- 2) Students and Parental/guardian are required to sign the Parental Consent form for Student Access to the Internet Computer Network & Student Agreement Regarding Internet Access. The student and parent/guardians' signatures shall be **legally binding** on all parties and shall indicate they have read the terms and conditions carefully and understand their significance.
- 3) Parental /guardian permissions that are assumed include:
 - a) Access to Internet and email system
 - b) Permission to publish students' work to classroom websites
 - c) Permission to have unidentified photos of students published to classroom websites.

COMPUTER AND INTERNET USE TERMS AND CONDITIONS

- 1) *Acceptable Use* The purpose of the Internet is to support research and education in and among academic institutions in the United States by providing access to unique resources and opportunities for collaborative work. Transmission of any material in violation of any U.S., state, local or School District regulations shall be prohibited.
- 2) *Netiquette* - Users shall be expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:
 - Be polite. Do not send abusive messages to others. Use appropriate language.
 - Do not reveal personal addresses or phone numbers of students or colleagues.
 - Note that Electronic Mail (Email) is not guaranteed to be private. People who operate the system do have access to all mail. Messages relating to or in support of illegal activities must be reported to the authorities. All users should be aware that routine monitoring of the system may lead to discovery that the user has or is violating the Acceptable Use Agreement, the Student Handbook and/or the law. Routine maintenance of the system may also purge files from individual accounts.
 - Do not use the network in a way that would disrupt the use of the network by other users (e.g. downloading huge files during prime time, sending mass email messages, or annoying other users using the talk or write functions). Hardware or software shall not be destroyed, modified, or abused in any way.
 - Malicious use of the network to develop programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system shall be prohibited.
 - Hate mail, harassment, discriminatory remarks and other antisocial behaviors shall be prohibited on the network.
 - The illegal installation of copyrighted software for use on district computers shall be prohibited.



- Use of the network to access or process pornographic material, inappropriate text files, or files dangerous to the integrity of the local area network (LAN) shall be prohibited.
- 3) *Privileges* The use of the Internet is a privilege, not a right, and inappropriate use shall result in a cancellation of those privileges and may result in disciplinary or legal action by the administration, faculty, or staff per the guidelines of the Student Code of Conduct.
 - 4) *Security* Security on any computer system is a high priority, especially when the system involves many users. Any suspected security problem on the Internet shall be reported to the Dean of Operations, who shall immediately contact the Head of School or designee. Any user identified as a security risk or having a history of problems with other computer systems shall be denied access to the Internet.
 - 5) *Vandalism* Vandalism shall result in cancellation of privileges and or other disciplinary actions up to and including expulsion. Vandalism is defined as **any malicious attempt to harm or destroy hardware or software data of the school system, another user, the Internet Service Provider, or other networks that are connected to the Internet.** This includes, but is not limited to, the uploading or creation of computer viruses, “Digital Graffiti”, defacing Websites, unauthorized changes to websites, programs, applications, databases, etc. No software, programs, or files may be installed or downloaded by any user without the prior permission of the building technology coordinator, who must scan for appropriateness and viruses.
 - 6) *Consequences of Misuse* The Head of School and administrators may discipline (up to and including expulsion) any student who accesses, sends, receives, or configures electronically any profane language or pictures or violates any Board policy.
 - 7) *Cyber Bullying:* Bullying or harassing behavior" is any pattern of gestures or written, electronic or verbal communications, or any physical act or any threatening communication, or any act reasonably perceived as being motivated by any actual or perceived differentiating characteristic, that takes place on school property, at any school-sponsored function, or on a school bus, and that:
 - (a) Places a student or school employee in actual and reasonable fear of harm to his or her person or damage to his or her property; or
 - (b) Creates or is certain to create a hostile environment by substantially interfering with or impairing a student's educational performance, opportunities or benefits. For purposes of this section, "hostile environment" means that the victim subjectively views the conduct as bullying or harassing behavior and the conduct is objectively severe or pervasive enough that a reasonable person would agree that it is bullying or harassing behavior.

The TN law defines bullying as, “Bullying is defined as unwanted, aggressive behavior that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. The imbalance of power involves the use of physical strength, access to embarrassing information, or popularity to control or harm others.” The law defines Cyberbullying as, **“the transmission of any electronic textual, visual, written, or oral communication with the malicious and willful intent to coerce, abuse, torment, or intimidate a person under the age of eighteen.”** Cyberbullying is bullying that takes place using electronic technology. Electronic technology includes devices and equipment such as cell phones, computers, and tablets, as well as communication tools including social media sites, text messages, chat, and websites. Examples may include



mean text messages or emails, rumor sent by email or posted on social network sites, and embarrassing pictures, videos, websites, or fake profiles.

RESPONSIBLE USE / CODE OF CONDUCT.

Memphis Merit Academy Charter School is a place of tolerance and good manners. Students may not use the network or any school's computer facilities for hate mail, defamatory statements intended to injure or humiliate others by disclosure of personal information (whether true or false), personal attacks on others, and statements expressing animus towards any person or group by reason of race, color, religion, national origin, gender, sexual orientation or disability.

Code of Conduct- The **Memphis Merit Academy Student Code of Conduct** outlined in the student handbook applies to all users of the Internet. Honesty, integrity, and respect for the rights of others should always be evident. Students shall only be identified by first names and/or initials.

The use of the Internet, including the World Wide Web must be in support of education and academic research and consistent with the educational objectives of Memphis Merit Academy Charter School. **Memphis Merit Academy Charter School** shall not be responsible for any financial obligations incurred by users of the Internet.

Cyberbullying shall result in cancellation of privileges and or other disciplinary actions up to and including expulsion. Any validated reports of Cyberbullying which contains true threats of intent to harm a person, will be reported to law enforcement. The test of "intent to harm" is whether a reasonable person sending a communication would foresee that the listener would interpret the statement as a serious expression of intent to harm.

The computer user shall be held responsible for his/her actions and activities. Unacceptable uses of the computers and/or the Internet shall result in appropriate disciplinary action, including suspension, expulsion or revoking of these privileges. If a student has questions about whether a specific activity is permitted, he or she should ask a teacher or administrator.

If a student accidentally accessed inappropriate material, he or she should back out of that information at once. Students who may inadvertently access a site that is pornographic, obscene, or harmful to minors shall immediately disconnect from the site and inform the teacher.

Students shall use the Internet search engines and/or other Internet tools only under the direction and supervision of teachers.

Regulations for the use of computers and the participation by anyone on the Internet include but are not limited to, the following:

- 1) Student use of e-mail and other forms for direct electronic communication including instant messaging systems is prohibited unless authorized and directly supervised by a teacher.
- 2) School system rules prohibiting cyberbullying indecent, vulgar, lewd, slanderous, abusive, threatening, sexually harassing, or terrorizing language apply to all forms of electronic communications.
- 3) Students shall not post any e-mail or other messages or materials on Memphis Merit Academy Charter School's networks or the Internet that are indecent, vulgar, lewd, slanderous, abusive, threatening, sexually harassing, or terrorizing.



- 4) Students shall not post personal information about themselves, (last name, addresses, or telephone numbers) or any other person.
- 5) Students shall not abuse or waste network resources through frivolous and non-educational use or send chain letters or annoying or unnecessary letters to large numbers of people.
- 6) Students shall not access over the Internet visual depictions that are obscene, pornographic, or harmful to minors.
- 7) Students shall not attempt to gain unauthorized access, including so-called "hacking" or otherwise compromise any computer or network security or engage in any illegal activities on the Internet, including willfully introducing a computer virus, worm, or other harmful program to the network.
- 8) Students shall observe copyright law and fair use guidelines. Students shall not plagiarize or otherwise use copyrighted material without permission. Students shall properly cite the source of information accessed over the Internet.
- 9) Students shall not make any purchase on the Internet while using school equipment or Internet service.
- 10) Degrading or disrupting equipment or system performance shall not be permitted.
- 11) Invading the privacy of individuals, sending of hate mail, harassing, or making discriminatory remarks or other antisocial behavior shall be prohibited.
- 12) Using an account owned by another user shall be prohibited.
- 13) Posting anonymous messages shall not be permitted.
- 14) Perusing or otherwise accessing information on manufacturing bombs or other incendiary devices shall be forbidden.
- 15) Downloading information without permission of the Director of Technology or designee shall be prohibited.
- 16) Accessing or creating exposure in any way to pictures, graphics, or other visual depictions that taken and with respect to minors, appeals to the prurient interest in nudity, sex, or excretion shall be prohibited.
- 17) Accessing or creating exposure in any way to pictures, graphics, or other visual depictions that describe or represent in an offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals shall be prohibited.
- 18) Accessing or creating exposure in any way to pictures, graphics, or other visual depictions that lack serious literary, artistic, political, or scientific value as to minors shall be prohibited.
- 19) Use for product advertisement, political lobbying, or illegal activities shall be strictly prohibited.



20) Social Media websites will be reviewed, and restrictions will be applied as needed.

21) Subscriptions to list servers, bulletin boards, and online services must be pre-approved by the Head of School or his/her designee.

CIPA MONITORING AND TRAINING. In addition to the use of technology protection measures, the monitoring of student's online activities and access to the Internet and World Wide Web may include, but shall not be limited to, the following:

- 1) Ensuring the presence of teacher and/or other appropriate school personnel when students are accessing the Internet including, but not limited to, the supervision of students when using electronic mail, chat rooms, instant messaging and other forms of direct electronic communications. As determined by the appropriate building administrator, the use of e-mail and chat rooms, **instant messaging and other forms of direct electronic communications** may be blocked as deemed necessary to ensure the safety of such students.
- 2) Monitoring logs of access in order to keep track of the web sites visited by students as a measure to restrict access to materials harmful to minors.
- 3) Provide annual training regarding CIPA policy to all students and faculty. Training for students and faculty will address key issues such as cyber bullying, social networking dangers and emerging technologies that may endanger children while using the Internet. Teachers will train students by incorporating within their lesson plans age appropriate Internet Safety training for students. Teachers will access training materials from <http://commonsense.org>. The curriculum specialist or the designated representative will periodically review lesson plans to ensure all students are trained.

Adopted:

Ref: 47 USC Section 254 (Telecommunications Act), Pub. L. 106-554 (Children's Internet Protection Act)



Policy Approved by the Memphis Merit Academy Charter School Board of Directors on 4.18.19

Memphis Merit Academy Whistleblower Policy

General

Memphis Merit Academy Charter School requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Memphis Merit Academy Charter School, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of all directors, officers and employees to report ethics violations or suspected violations in accordance with this Whistleblower Policy.

No Retaliation

No director, officer or employee who in good faith reports an ethics violation shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within Memphis Merit Academy Charter School prior to seeking resolution outside Memphis Merit Academy Charter School.

Reporting Violations

Memphis Merit Academy Charter School has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with someone in the Human Resources Department (Dean of Operations) or anyone in management whom you are comfortable in approaching. Supervisors and managers are required to report suspected ethics violations to the Memphis Merit

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Academy Charter School's Compliance Officer (Dean of Operations), who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following Memphis Merit Academy Charter School's open door policy, individuals should contact Memphis Merit Academy Charter School's Compliance Officer directly.

Compliance Officer (Dean of Operations)

The Memphis Merit Academy Charter School's Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations and, at his/her discretion, shall advise the Executive Director (Head of School) and/or the audit committee of the Board of Directors. The Compliance Officer has direct access to the audit committee of the board of directors and is required to report to the audit committee at least annually on compliance activity. The Memphis Merit Academy Charter School's Compliance Officer is the chair of the audit committee.

Accounting and Auditing Matters

The audit committee of the board of directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the audit committee of any such complaint and work with the committee until the matter is resolved.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Audit Committee Compliance Officer:

Angelia Allen, Board Treasurer
 Memphis Merit Academy Charter School
 Email: aallen@memphismeritacademy.org

Management Staff:

Lakenna Booker
 Head of School
 Email: lbooker@memphismeritacademy.org

Betty McCline



Dean of Operations

Email: bmccline@memphismeritacademy.org

Policy Approved by the Memphis Merit Academy Charter School Board of Directors on [5.16.2019](#).

Memphis Merit Academy Document Retention/Destruction Policy

This policy specifies how important documents (hardcopy, online or other media) should be retained, protected and eligible for destruction. The policy also ensures that documents are promptly provided to authorities in the course of legal investigations or lawsuits.

Document Retention Schedule

The following types of documents will be retained for the following periods of time. At least one copy of each document will be retained according to the following schedule.

Corporate Records

Article of Incorporation to apply for corporate status	Permanent
IRS Form 1023 (in the USA) to file for tax-exempt and/or charitable status	Permanent
By Laws	Permanent
Letter of Determination (for example, from the IRS in the USA) granting tax exempt and/or charitable status	Permanent
Board Policies	Permanent
Resolutions	Permanent
Board Meeting Minutes	Permanent
Sales Tax Exemption Documents	Permanent

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Tax or employee ID Number Designation	Permanent
Annual Corporate Filings	Permanent

Financial Records

Chart of Accounts	Permanent
Fiscal Policies and Procedures	Permanent
Audits	Permanent
Financial Statements	Permanent
General Ledger	Permanent
Check Registers / Books	7 years
Business Expenses Docs	7 years
Bank Deposit Slips	7 years
Cancelled Checks	7 years
Invoices	7 years
Investment Records (deposit, earning, withdrawals)	7 years
Property / asset inventories	7 years
Petty cash receipts / documents	3 years
Credit card receipts	3 years

Tax Records

Annual Tax Filing for the organization (IRS Form 990 in the USA)	Permanent
Payroll Registers	Permanent
Filings of fees paid to professionals (IRS Form 1099 in the USA)	7 years
Payroll tax withholdings	7 years
Earnings records	7 years
Payroll tax returns	7 years
W-2 statements	7 years

Personnel Records

Employee Offer Letters or Contracts	Permanent
Confirmation of Employment Letters	Permanent
Benefits Descriptions Per Employee	Permanent
Pension Records	Permanent
Employee Application and Resumes	7 years after termination



Promotions, demotions, letter of reprimand, termination	7 years after termination
Job Descriptions, performance goals	7 years after terminations
Workers' Compensation Records	5 years
I-9 Forms	5 years after termination
Time Reports	3 years after termination

Insurance Records

Property Insurance Policy	Permanent
Directors and Officers Insurance Policy	Permanent
Workers' Compensation Insurance Policy	Permanent
General Liability Insurance Policy	Permanent
Insurance Claims Applications	Permanent
Insurance Disbursements / Denials	Permanent

Contracts

All insurance Contracts	Permanent
Construction Contracts	Permanent
Legal Correspondence	Permanent
Loan / mortgage Contracts	Permanent
Leases / Deeds	Permanent
Vendor / Contractor Contracts	7 years
Warranties	7 years

Donations / Funder Records

Grant Dispersal Contract	Permanent
Donor Lists	7 years
Grant Applications	7 years
Donor Acknowledgments	7 years

Management Plans and Procedures

Strategic Plan	7 years
Staffing, programs, marketing, finance, fundraising and evaluation plans	7 years
Vendor Contracts	7 years
Disaster Recovery Plan	7 years



Pupil Records

Individual Student Record (<i>original or copy</i>)	Permanent*
(A) Legal name of pupil	
(B) Date of birth	
(C) Method of verification of birth	
(D) Sex of pupil	
(E) Place of birth	
(F) Name and address of parent of minor pupil	
1. Address of minor pupil if different than above.	
2. An annual verification of the name and address of the parent and the residence of the pupil.	
(G) Entering and leaving date of each school year and for any summer session or other extra session.	
(H) Subjects taken during the year, half-year, summer session, or quarter.	
(I) If marks or credit are given, the mark or number of credits toward graduation allows for work taken.	
(J) Verification of or exemption from required immunizations.	
(K) Date of high school graduation or equivalent.	
Individual Student Injury Record for which a claim was filed	1 year after the claim has been settled or after the statute of limitations has run out
	<i>*Option to microfilm and destroy original.</i>

Document Storage

Documents (hardcopy, online or other media) will be stored by the current school administration at Memphis Merit Academy Charter School, 4775 American Way, Memphis, TN 38118, or the physical location of the school at the time. Fiscal records will be stored with Edtec or current back office provider at the time.

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Document Destruction

Hardcopy of documents will be destroyed by shredding after they have been retained until the end of the Document Retention Schedule. Online copies will be destroyed by proven means to destroy such media after they have been retained until the end of the Document Retention Schedule.

Provision of Documentation for Investigations or Litigation

Documents requested and subpoenaed by legally authorized personnel will be provided within the time period legally provided, subject to prior review by the General Counsel. No documents will be concealed, altered or destroyed with the intent to obstruct the investigation or litigation.



2021 CSP Grant Monitoring Site Visit Schedule Template

This template is designed to assist with scheduling the upcoming virtual monitoring site visit. The PPOC, or designee, will complete the visit schedule and email a Word version to their Division of Choice representative 10 business days prior to the visit. The Division of Choice will follow up to finalize the schedule. Once finalized, the Division of Choice will send the PPOC calendar invitations with Microsoft Teams connection details for the visit.

ROLES AND RESPONSIBILITIES

Primary Point of Contact (PPOC)

- Participate in all school team interviews.
- Coordinate with and schedule school team interviews and stakeholder interviews.
- Identify staff/interviewees in the *Participant Names and Titles* column who can address the monitoring item content that is relevant to their work.
- Specify the time blocks and start/end times in the *Time* column to accommodate participant availability and to reflect the Central Time zone, and if applicable, Eastern Time zone (CT/ET).
- Forward the Division of Choice Microsoft Teams meeting invitations you receive, with connection details, to identified participants, noting their specific participation time.

School Staff and Partners

- Participate in interviews, as appropriate. For example, Finance Office staff should participate in the Finance & Operations interviews.

Stakeholder Interviews

- Stakeholder interviews are intended to complement the document review and school team interviews.
- *School leaders do not attend, observe, or participate in any stakeholder interviews.*

SITE VISIT AGENDA**Grantee:****Visit Date:**

Instructions: Please enter the time for the interview in the left column of the template as well as the names and titles of the interview participants in the right column. The template includes a suggested schedule for covering monitoring item content, but sessions can be moved, chunked, and adjusted as needed based on staff availability and other considerations. Please avoid scheduling interview blocks longer than 4 hours without a break.

Date and Time	Monitoring Items Discussed	Participant Names and Titles
8:00 – 8:30 AM (CST)	Introductions and Background Grantee provides an overview of the founding and growth of the project, populations served, school structure, CSP grant administration, and facilitators/challenges to grant implementation.	
8:30 – 10:00 AM (CST)	Governance & Programming (~90 minutes) <ul style="list-style-type: none"> • Charter School Definition • Governance • Educational Program 	
10:30 AM – 12:00 PM (CST)	Finances & Operations (~90 minutes) <ul style="list-style-type: none"> • General Financial Management • Contracts & Procurement • Use of CSP Funds • Inventory, Property, & Equipment • Management of other federal funds and grants 	
1:00 – 1:30 PM (CST)	Stakeholder Interviews: Parents	
1:30 – 2:00 PM (CST)	Stakeholder Interviews: Teachers	
2:00 – 2:30 PM (CST)	Stakeholder Interviews: Board	
3:00 – 4:00 PM (CST)	End-of-Visit Debrief <ul style="list-style-type: none"> • Opportunity to Address Any Additional Matters • Questions 	



Monitoring Instrument for Charter School Program Grants

2020-2021

Charter School Program Monitoring

Process and Procedures

2020-2021

The Tennessee Department of Education conducts a site visit each year for each school that has an active CSP subgrant. The purpose of each site visit is to determine how well the subgrantee is meeting the requirements and guidelines of the grant. Site visits focus on governance, operations, finance, and the quality of the educational program. Due to the ongoing COVID-19 pandemic, all site visits will be conducted virtually until otherwise noted. The process is outlined below:

1. The Division of Choice will contact each school that has an active CSP subgrant to determine the school's primary point of contact for monitoring (PPOC). The Division of Choice and the PPOC will schedule a date and time for the site visit.
2. The PPOC shall provide the following documents to the Division of Choice no later than 10 business days prior to the date of the site visit:
 - Governing board 501(c)(3) documentation
 - Board By-laws
 - Board-approved policies and procedures
 - Most recent Board-approved budget
 - Board Agendas and Minutes for preceding 12-month period
 - Verification of Board training (if not included and identified within the Board minutes)
 - Charter Agreement
 - Agreement with Charter Management Organization, if applicable
 - Facility lease
 - Financial statements for preceding 12-month period
 - Monthly financial reporting to the governing board and sponsor
 - Inventory Report (with CSP-funded items by room, grade level, current disposition)
 - Lottery provisions/lottery certification
 - Most recent Charter School Annual Report or other performance report
 - Continuous Learning Plan¹
 - Written curriculum, scope and sequence, and curriculum map
 - School application and outreach materials for preceding 12-month period

These documents will be reviewed prior to the site visit.

3. During the site visit, the Division of Choice shall conduct interviews, inspect documents, and otherwise inquire about the matters specified in the attached Monitoring Report. The school's Executive Director/CEO, Fiscal Representative, Board member, and PPOC shall be available during the site visit. The Division of Choice will share an interview schedule for the site visit to be completed and returned 10 business days prior to the site visit.
4. Following the site visit, the Division of Choice will:
 - (a) Within 30 days of the site visit, complete and sign the Monitoring Report, submit the Monitoring Report to the school, and upload the Monitoring Report into ePlan.

¹ TDOE required each charter school in the State to submit, in July 2020, a Continuous Learning Plan to describe how the school would continue to provide high-quality instruction for all students when operating remotely due to closures arising from the pandemic.

- (b) If any areas of non-compliance are identified, complete and sign the Compliance Action Plan (CAP) in the form attached hereto, submit the CAP to the school, and upload the CAP into ePlan. This document delineates the recommendations/compliance issue(s), the steps that will be taken to address the issue(s), the date those steps will be accomplished, and the documentation that will be available to demonstrate compliance.
 - (c) Categorize the status of the Monitoring Report as either:
 - *Closed; OR*
 - *Incomplete Pending Fulfillment of the Compliance Action Plan*
 - (d) Ensure that follow-up monitoring related to any CAP is completed within 6 months of the site visit and all issues resolved within 12 months of the school's receipt of the CAP.
 - (e) Upon resolution of all issues in the CAP, categorize the CAP as *Closed*.
5. Following the site visit, the PPOC will:
- (a) Obtain all school signatures on the Monitoring Report and the CAP (if applicable), and submit the fully executed documents to the Director of Charter Schools within 14 days of receipt;
 - (b) Work diligently to resolve any issues identified in the CAP; and
 - (c) Coordinate on behalf of the school and cooperate in any follow-up monitoring and reporting.

Board Handout
Monitoring Report
Division of Choice
Charter School Program
Monitoring 2020-21

School Contacts – [School Name]

Chief Executive Officer/Executive Director	Phone
Mailing Address	Email
Primary Point of Contact	Phone
Mailing Address	Email
Authorizer	

Assurance Signatures

The following staff provided accurate information to TDOE and participated in the monitoring visit.

School Position/Title	Printed Name	Signature
CEO/Executive Director		
Fiscal Representative		
Board Member		
PPOC		

Monitoring Status:

☐ Closed ☐ Pending Compliance with Compliance Action Plan (CAP)

TDOE Position/Title	Printed Name	Signature

Monitoring Item	Evidence of Program Implementation	Notes
CHARTER SCHOOL DEFINITION		
1. The school provides a program of elementary or secondary education, or both.	<input type="checkbox"/> Signed charter agreement <input type="checkbox"/> Enrollment data	
2. The school has an independent governing body with 501(c)(3) status.	<input type="checkbox"/> Non-profit documentation is in effect	
3. The school has an approved charter agreement with its authorizer that describes the rights and responsibilities of the school and the authorizer.	<input type="checkbox"/> Signed charter agreement	
4. The charter agreement describes how student performance will be measured and includes state assessments required of all public-school students.	<input type="checkbox"/> Signed charter agreement	
5. The school agrees to comply with the same Federal and State audit requirements as do other elementary schools and secondary schools in the State.	<input type="checkbox"/> Signed charter agreement <input type="checkbox"/> Board policies <input type="checkbox"/> Audit Reports	

Monitoring Item	Evidence of Program Implementation	Notes
6. The school complies with federal laws including, but not limited to, the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act.	<input type="checkbox"/> Board policies <input type="checkbox"/> Complaint resolution documents, if applicable	
7. The school is non-sectarian in its programs, admissions policies, employment practices and all other operations and is not affiliated with a religious institution.	<input type="checkbox"/> Signed charter agreement <input type="checkbox"/> Bylaws <input type="checkbox"/> Board policies	
8. The school application clearly states that the charter school is a tuition-free public school.	<input type="checkbox"/> School Application <input type="checkbox"/> Outreach materials	
9. The school conducted a lottery in compliance with CSP nonregulatory guidance, T.C.A. § 49-13-113 and SBE Rule 0520-14-01-.04.	<input type="checkbox"/> Certification by independent law firm <input type="checkbox"/> Certification by independent accounting firm <input type="checkbox"/> Certification by authorizer <input type="checkbox"/> Pre-approval by TDOE <input type="checkbox"/> N/A; did not hold a lottery because the number of applicants did not exceed spaces	

Monitoring Item	Evidence of Program Implementation	Notes
10. The school provides education services for students with disabilities, English language learners, and other students with diverse needs, in accordance with state and federal law.	<input type="checkbox"/> Enrollment data	
GENERAL FINANCIAL MANAGEMENT		
1. The school submits, and the governing board reviews and approves, financial statements on a regular basis.	<input type="checkbox"/> Board minutes	
2. Governing board meeting minutes document discussions demonstrating fiduciary oversight of school.	<input type="checkbox"/> Board minutes	
3. The school has a board policy / procedure governing the preparation and approval of budgets and budget revisions.	<input type="checkbox"/> ePlan Budget <input type="checkbox"/> ePlan Budget Revisions <input type="checkbox"/> School Policies/Procedures <input type="checkbox"/> Approved budget reflected in school accounting software	
4. The school follows internal controls relating to signature authority for contracts and expenditures (Uniform Grants Guidance 200.303)	<input type="checkbox"/> School Policies/Procedures <input type="checkbox"/> Sample of purchase orders <input type="checkbox"/> Other _____	

Monitoring Item	Evidence of Program Implementation	Notes
5. Approved policies specify segregation of financial duties by position/person responsible	<input type="checkbox"/> School Policies/Procedures	
6. The school has written procedures which comply with federal regulations for cash management. (Uniform Grants Guidance 200.302(b) (6))	<input type="checkbox"/> School Policies/Procedures	
CONTRACTS AND PROCUREMENT		
1. The school has written procurement procedures that comply with federal regulations and document prior approval of purchases. (Uniform Grants Guidance 200.319(c), 200.112)	<input type="checkbox"/> School Policies/Procedures <input type="checkbox"/> Requisitions <input type="checkbox"/> Purchase Orders <input type="checkbox"/> Invoice <input type="checkbox"/> Evidence of receipt of goods (packing slips, sign-off, etc.) <input type="checkbox"/> Check / expenditure	
2. The school has a system of internal controls for developing and awarding contracts.	<input type="checkbox"/> School Policies/Procedures <input type="checkbox"/> Contracts- signed / dated <input type="checkbox"/> Evidence of bids, if required	
3. The school has a policy / procedure for awarding contracts that ensures the appropriate approval.	<input type="checkbox"/> School Policies/Procedures <input type="checkbox"/> Contracts- signed / dated	

Monitoring Item	Evidence of Program Implementation	Notes
4. Contracts with third party contractors meet all federal requirements and are approved and monitored by the school.	<input type="checkbox"/> Evidence of Procurement Method (competitive; sole source) <input type="checkbox"/> Contracts <input type="checkbox"/> Invoices from third party contractors <input type="checkbox"/> Other _____	
5. The governing board has adopted and implemented a Conflict of Interest Policy that prevents real or apparent conflicts of interest.	<input type="checkbox"/> School Policies/Procedures <input type="checkbox"/> Contracts <input type="checkbox"/> Interview	
6. Board minutes document when a member has a real or apparent conflict of interest, and the member has abstained from voting on any related business items.	<input type="checkbox"/> No conflicts noted in the minutes <input type="checkbox"/> Board minutes clearly show when any Board members abstain from voting due to a real or apparent conflict of interest	
7. The school maintains a written code of conduct for any employee involved in the award or administration of contracts, including conflicts of interests; accepting gifts, favors, etc.	<input type="checkbox"/> School Policies/Procedures <input type="checkbox"/> Contracts <input type="checkbox"/> Interview	

USE OF CSP FUNDS		
1. The school spends funds according to the approved grant budget and/or amends the grant budget when expenditures represent >15% change in any budget category.	<input type="checkbox"/> ePlan Reimbursement Requests <input type="checkbox"/> Purchase Orders /Contracts <input type="checkbox"/> Invoice <input type="checkbox"/> Proof of payment	
2. The school has records to support whether funds were obligated and liquidated within the approved grant period. (EDGAR 76.707)	<input type="checkbox"/> ePlan Reimbursements <input type="checkbox"/> Purchase Orders /Contracts <input type="checkbox"/> Invoice <input type="checkbox"/> Proof of payment	
3. Funds are drawn down from ePlan regularly in correlation to expenditures.	<input type="checkbox"/> ePlan Reimbursement Requests <input type="checkbox"/> General ledger Cash Balance	
4. Funds are being requested and reported as expended at least quarterly	<input type="checkbox"/> ePlan Reimbursement Requests <input type="checkbox"/> General ledger	
5. Funds are spent or encumbered in accordance with the schedule in the application.	<input type="checkbox"/> Expenditure records – general ledger / account detail <input type="checkbox"/> Implementation documentation (tracking an expenditure through the entire process; PO through reimbursement request) <input type="checkbox"/> Other	
6. The school maintains separate accounting records for CSP, which reflect the line items and amounts approved in the CSP application / budget.	<input type="checkbox"/> Approved appropriate application in ePlan <input type="checkbox"/> School Operating Budget <input type="checkbox"/> Expenditure Reports	

7. CSP procurements were made in compliance with Federal regulations including vendor/contractor selections.	<input type="checkbox"/> Budget documents <input type="checkbox"/> Bids <input type="checkbox"/> Vendor applications / Debarment list	
8. The school has a clearly organized system for maintaining receipts/invoices for all CSP-funded purchases.	<input type="checkbox"/> Purchase Orders /Contracts <input type="checkbox"/> Invoices <input type="checkbox"/> Receipts	
9. Clearly identifiable receipts can be matched to the approved CSP budget for any selected items.	<input type="checkbox"/> Receipts <input type="checkbox"/> Budget	
10. All items/services purchased with CSP funds are allowable, reasonable, and necessary, and allocable.	<input type="checkbox"/> Purchase Orders /Contracts <input type="checkbox"/> Invoices <input type="checkbox"/> Receipts	
11. All financial records and programmatic records, supporting documents, statistical and other records are maintained for 5 years or until the resolution of any litigation, claim, negotiation, audit, or other action involving records.	<input type="checkbox"/> Evidence states that records are on file for 5 years	
INVENTORY, PROPERTY & EQUIPMENT		
1. The school has written policies / procedures regarding inventory, property and equipment that comply with state and federal regulations. (Uniform Grants Guidance 200.33, 200.313), including:	<input type="checkbox"/> School Policies/Procedures <input type="checkbox"/> Budget documents <input type="checkbox"/> Visual inspection	

<input type="checkbox"/> A) a database which contains the following elements: <input type="checkbox"/> a) description of the item, <input type="checkbox"/> b) serial number and other identifying numbers (barcode or other local identifying number), <input type="checkbox"/> c) source of the item, <input type="checkbox"/> d) titleholder, <input type="checkbox"/> e) acquisition date, <input type="checkbox"/> f) cost, <input type="checkbox"/> g) percentage of Federal participation in the cost, <input type="checkbox"/> h) physical location of item, <input type="checkbox"/> i) use and condition, and <input type="checkbox"/> j) disposition data (date, method of disposition) if property is retired from service.	<input type="checkbox"/> Equipment Log / Database <input type="checkbox"/> Inventory (Detail checked during program appendix)	
<input type="checkbox"/> B) a physical inventory of the property at least once every year	<input type="checkbox"/> Physical inventory report with dates	
<input type="checkbox"/> C) a control system to ensure adequate safeguards to prevent loss, damage or theft of the property (includes notifying local law enforcement and ensuring that a police report is filed when it is discovered equipment has been stolen)	<input type="checkbox"/> After pulling a sample of items from the log/database, verify each item sampled can be located and has a barcode or other tag identifying it as property of the federal program.	
<input type="checkbox"/> D) adequate maintenance procedures to keep the property in good condition	<input type="checkbox"/> Maintenance records <input type="checkbox"/> Interview	
<input type="checkbox"/> E) the disposition of equipment that is obsolete or no longer needed for the original program for which it was purchased	<input type="checkbox"/> Disposition list	

2. The school has a policy/procedure for the proper disposal of equipment, which includes ensuring the highest possible return if the school is authorized or required to sell equipment. (Uniform Grants Guidance 200.313)	<input type="checkbox"/> School Policies/Procedures <input type="checkbox"/> Disposition list <input type="checkbox"/> Documentation of price determination	
3. The school has a board policy / procedure for proper disposal of equipment that addresses the disposal of equipment with a fair market value of >\$5,000. (Uniform Grants Guidance 200.313)	<input type="checkbox"/> School Policies/Procedures <input type="checkbox"/> Disposition list <input type="checkbox"/> Documentation of price determination	
4. Any equipment purchased with CSP funds was essential to and purchased for the benefit of the CSP program. (Uniform Grants Guidance 200.313)	<input type="checkbox"/> Locate equipment and determine who is using it and for what purposes	
EDUCATIONAL PROGRAM		
1. The school's curriculum is aligned to State standards.	<input type="checkbox"/> Curriculum <input type="checkbox"/> Scope and sequence <input type="checkbox"/> Curriculum map	
2. The school's educational program, including its instructional methodology, has improved student achievement, particularly in ELA and math.	<input type="checkbox"/> Assessments <input type="checkbox"/> TVAAS Score	
3. The school analyzes its assessment data to make program adjustments and improve outcomes for all students.	<input type="checkbox"/> Assessments <input type="checkbox"/> Curriculum and changes <input type="checkbox"/> Instructional leaders and changes	

4. The school monitors disaggregated student achievement data in order to identify and address achievement gaps among student subpopulations.	<input type="checkbox"/> Assessments <input type="checkbox"/> Curriculum and changes <input type="checkbox"/> Instructional leaders and changes	
5. During school closures arising from the pandemic, the school provided high-quality remote learning services to all students. [Only applies to remote learning subgrantees.]	<input type="checkbox"/> Assessments <input type="checkbox"/> Curriculum <input type="checkbox"/> Continuous Learning Plan	
GOVERNANCE		
1. The governing body has adopted a strategic plan for the organization.	<input type="checkbox"/> Board policies <input type="checkbox"/> Board minutes	
2. The governing body involves parents and other community stakeholders in the planning, program design and implementation of the charter school.	<input type="checkbox"/> Board policies <input type="checkbox"/> Board minutes <input type="checkbox"/> Outreach materials	

Tennessee Department of Education
Date of Site Visit: _____, 20__

[School Name]

TDOE IMPROVEMENT RECOMMENDATIONS				
Area	TDOE Improvement Recommendation			
SCHOOL REQUESTS FOR TDOE TECHNICAL ASSISTANCE				
Area	School Request for TDOE Assistance			
COMPLIANCE ACTION PLAN				
Compliance Issue	Action Step	Required Documentation	Recurring Issue (Yes/No)	DEADLINE for Completion
SIGNATURES				

Signature below assures a review of, and agreement with, the complete monitoring document including, where applicable, the above Exemplary Practices, TDOE Improvement Recommendations, School Requests for TDOE Technical Assistance, and Compliance Action Plan.

Executive Director/CEO Signature	Date	Board Member Signature	Date
Fiscal Representative Signature	Date	Primary Point of Contact Signature	Date
TDOE Representative Signature	Date		