



Board Meeting Handout 5.16.19

Memphis Rise Academy
5221 Raleigh Lagrange Rd.
Memphis, TN 38122

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MMA Whistleblower Policy	Pp. 8-9	Resolution to close on HFCU loan agreement
MMA Document Retention/Destruction Policy	P.10-13	Calendar based on the rubric provided by state of TN
Contracts Pending Board Approval		Contracts over 10K must be approved by the Board of Directors
CPA Firm Proposals (Finance Team will recommend one to the entire board.	HHM pp. 14-15 Marston pp. 16-25 SquarMilner pp.26-74	See quotes for more details
Wired! Phone	Pp. 75-77	School does not have intercom will use phone system as all call for emergencies; 37 month term, \$322.89/month
Wired! Interactive Projectors + Docucams	Pp. 78-80	SMARTBoard Technology \$23,926.80
Wired! Student and Classroom Technology Equipment	Pp. 81-83	\$49,821.54 Classroom Technology
Wired! Staff Technology	Pp. 84-86	FTE Laptops + Ipads for monitoring \$17,586.00
Wired! Access Door Control	Pp. 87-88	Secure door lock \$5,559.70
DEX Imaging Copier Lease	Pp. 89-95	60 month term, \$625.17/month see pp. 94 for more details
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**Memphis Merit Academy
AGENDA
Board Meeting**

Date and Time

Thursday, May, 16, 2019 at 5:30 PM

Location

Memphis Rise Academy High School
5221 Raleigh Lagrange Rd.

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 the Meeting to Order | B. Schmiedicke |

II. Public Comment

- A. Public Comment
- B. Welcome

III. Agenda

- | | | |
|--|-------------|----------------|
| A. Approval of Agenda | VOTE | B. Schmiedicke |
| B. Approval of Minutes | VOTE | B. Schmiedicke |
| <i>Approval of Minutes from 4.18.19 & Review of Updated Calendar based on last meeting</i> | | |
| C. Approval/acceptance of April Financials | VOTE | B. Schmiedicke |
| D. Approval of Policies | VOTE | B. Schmiedicke |
| a. Whistleblower Policy | | |
| b. Document Retention and Destruction Policy | VOTE | B. Schmiedicke |
| E. Approval of Year 1 (2019-2020) Budget | | |
| <i>*Finance Committee recommendation based on budget iteration process</i> | | |
| F. Approval of Contracts | VOTE | B. Schmiedicke |
| a. CPA Firm - Recommended by the Finance Committee | | |
| b. Technology Equipment | | |
| i. Phone | | |
| ii. Projectors, SmartBoards, DocuCams, Wall Mounts | | |
| iii. Student Computers, laptop carts, office manager technology | | |
| iv. Staff Laptops, Ipads | | |
| v. Access Door control | | |
| c. Copier Lease | | |
| d. Furniture (Student FFE, Admin FFE) | | |



e. [Janitorial Services](#)

**Executive Session pursuant to TCA 8-44-101 and 8-44-102 b 9 (ii)*

IV. Other Business

- | | | |
|---|----------------|-----------------------|
| A. Finance Committee Updates | DISCUSS | A. Allen |
| a. Review of 2019-2020 Budget (EDTEC -in person) | | |
| b. Audit Committee Formation | | |
| B. Facilities Task Force Updates (<i>Executive Session</i>)* | DISCUSS | B. Schmiedicke |
| C. Governance Committee Updates | | |
| a. HOS Contract & Evaluation Updates | | |
| b. Potential Board Member Resume Review | | |
| D. Academic Achievement Committee | DISCUSS | K. Gibbs |
| a. Enrollment Tracker | | |
| b. Licensure Tracker | | |
| c. Special Populations | | |
| d. Head of School Evaluation Com Comm | | |
| E. Development Committee | DISCUSS | M. Welch |
| a. Upcoming Events - July 27, 2019 | | |

V. Founder Updates

- | | | |
|--|----------------|------------------|
| A. HOS Updates- Scope of Work Adjustments | DISCUSS | L. Booker |
| a. Finance | | |
| b. Hiring | | |
| c. Enrollment | | |

VI. Closing Items

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

MINUTES

Board Meeting

Date and Time

Thursday, April 18, 2019 at 5:30 PM

Location

Memphis Rise Academy High School
5221 Raleigh Lagrange Rd.
Memphis, TN 38134

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.

Board Members Present

A. Allen, M. Moore, B. Schmiedicke, M. Welch
K. Dixon and D. Williams were present via conference call

Board Members Not Present

A. Allen, K. Gibbs, J. Vuylsteke

Others Present

L. Booker, Head of School, B. McCline, Dean of Operations, Nida Rab and Hannah Shore, EdTech

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

B. Schmiedicke called the meeting of the Board of Directors of Memphis Merit Academy Charter School to order on Thursday, April 18, 2019, at 5:46 pm at 5221 Raleigh Lagrange Road, Memphis, TN 38134

C. Roll Call

It was determined a quorum was present.

D. Approval of Agenda

M. Moore made a motion to approve the agenda
A. Allen seconded the motion
The Board VOTED unanimously to approve the motion.

II. Approval of Minutes

A. Approval of Minutes for the March 19, 2019 Board Meeting

A. Allen made a motion to approve the minutes
M. Moore seconded the motion
The Board VOTED unanimously to approve the motion.

III. Public Comment

A. Public Comment

No Public Comment

IV. Consent Agenda

A. Approval of the March Financials.

M. Moore made a motion to approve March Financials
M. Welch seconded the motion
Discussion: Nida Rab, EdTech, presented the March Financials to the Board
The Board VOTED unanimously to approve the motion

B. Approval of CIPA Policy

K. Dixon made a motion to approve the CIPA Policy
D. Williams seconded the motion
Discussion: K. Booker offered an explanation of the CIPA policy to the board

C. Executive Session*

A. Allen made a motion to move into Executive Session to discuss the approval of closing on HFCU/Resolution
M. Moore seconded the motion, and the Board moved into Executive Session

M. Moore made a motion for The Board to exit Executive Session
K. Dixon seconded the motion, and the Board exited Executive Session

D. Approval of Closing on HFCU/Resolution

M. Moore made a motion to approve closing on HFCU/Resolution
M. Welch seconded the motion
The Board VOTED unanimously to approve the motion.

E. Approval of School Calendar

K. Dixon made a motion to approve the school calendar
M. Moore seconded the motion

Discussion: L. Booker and B. McCline explained the school calendar
School will start on Aug 5th (one week earlier than Shelby County Schools) and
the last day for students will be May 28th
The school year will have 180 days of student instruction.
The calendar closely shadows the Shelby County School System calendar,
however, MMA will be out only three days at Thanksgiving, rather than
a week, like Shelby County Schools
The Board VOTED unanimously to approve the motion.

F. Approval of Contracts

- 1) Approval of contract with Wired (Infrastructure, Technology, and Network Monitoring)
M. Moore made a motion to approve the contract with Wired
A. Allen seconded the motion
Discussion: L. Booker explained the contracts.
Wired is the best price. MMA qualifies for 100% reimbursement funding
A. Allen made a motion to approve the infrastructure and network monitoring, but to defer voting on the technology portion.
M. Moore seconded the motion
The Board VOTED unanimously to approve the motion.
The technology piece will be considered at a later time.
- 2) Approval of contract with UChicago (STEP Literacy Assessment)
M. Moore made a motion to approve the contract with UChicago
M. Welch seconded the motion
Discussion: L. Booker explained that this assessment is a way to monitor the students' progress outside of testing. The fee is covered by the Hyde Family Foundation Grant
The Board VOTED unanimously to approve the motion.
- 3) Approval of contract with EM3 (Internet Service Provider)
Discussion: L. Booker explained that MMA will be reimbursed for 90% of this cost. This contract requires only a 3-year commitment
M. Welch made a motion to approve the contract with EM3
M. Moore seconded the motion.
The Board VOTED unanimously to approve the motion.

V. Other Business— Committee Updates

A. Finance Committee Update: A. Allen

Drafted budget for 2019-2020 discussed

B. Facilities Task Force: Brad Schmiedicke

A. Allen made a motion to move into Executive Session

M. Moore seconded the motion and The Board moved into Executive Session

M. Welch made a motion for The Board to exit Executive Session

A. Allen seconded the motion, and the Board exited Executive Session

C. Development Committee: M. Welch

A date needs to be chosen for the Ribbon-Cutting Ceremony

Possible dates are: July 20, July 27, Aug 3, 2019

VI. Founder Updates: L Booker and B. McCline

A. Enrollment

MMA is at 55% enrollment (44 Kindergarteners, 22 First Graders)

May 6-10 is the next registration week

B. Hiring

Hiring is on track for the upcoming year with 1 more position to hire.

C. Scope of Work Adjustments

VII. Closing Items

A. Adjourn Meeting

M. Moore made a motion to adjourn the meeting

A. Allen seconded the motion

The Board VOTED unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:35 p.m.

Respectfully Submitted,

M. Welch

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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 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 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 {Date}_____.



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
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.	Permanent*
(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.

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.



Memphis Merit Academy Charter School

SUBMISSION DATE:

March 21, 2019

CONTACT:

Jason Martin

901.261.1365

jmartin@hhmcpas.com



CERTIFIED
PUBLIC
ACCOUNTANTS

Proposal of Fees

March 21, 2019

Dear Mrs. Booker & Board of Directors,

Thank you for allowing us to submit this transmittal letter to perform audit and tax services for the Memphis Merit Academy Charter School for the year ending June 30, 2019.

Our proposed fee range to audit the Memphis Merit Academy Charter School's financial statements, for the fiscal year ending June 30, 2019, is \$12,000 - \$15,000. This estimate is based on our experience working with other charter schools during their first year of operations.

We sincerely appreciate the opportunity to continue a discussion about your investment in our services and any concerns you may have related to the fee range outlined in this letter. We are happy to provide any additional information and would gladly meet with you in order to provide peace of mind in the selection of your auditor. We enjoyed our meeting with Mrs. Booker and learning about your school. It would be a pleasure to work with you and we look forward to hearing from you.

Very truly yours,



Jason Martin, CPA, CFE, MBA



THE MARSTON GROUP, PLC

**Proposal for Financial Statement Audit Services
for the Year Ended June 30, 2020
and Other Requested Services
for Memphis Merit Academy Charter School**



CERTIFIED PUBLIC ACCOUNTANTS & ADVISORS

1661 INTERNATIONAL DRIVE, SUITE 250 • MEMPHIS, TENNESSEE 38120

TEL: 901.761.3003 • FAX: 901.683.7901 • WWW.THEMARSTONGROUP.COM



May 6, 2019

Lakenna Booker
Head of School
Memphis Merit Academy, Inc. dba Memphis Merit Academy Charter School
4775 American Way
Memphis, TN 38118

Re: Audit Services – Memphis Merit Academy

Dear Lakenna:

I enjoyed speaking with you recently and discussing the services we might provide, but also discussing our common interests around charter schools and the challenges of your undertaking at Memphis Merit Academy. As a supporter of the charter school community and as a supporter of those trying to move the education needle in Memphis, I sincerely appreciate the efforts of all of you. I am grateful that our community has people like you and your board undertaking these efforts.

I have prepared the following proposal for you and your Board of Directors, outlining certain professional services to be performed for Memphis Merit Academy. We are pleased to provide you with this proposal for professional services and, as we discussed, we believe our firm is well suited to provide the requested services.

Our firm has long been a supporter of local and regional academic institutions. In addition, our professionals devote hundreds of hours each year on a voluntary basis to various organizations in support of education. We are dedicated to the betterment of the communities we live in and hope to assist you in achieving the vision of your institution. We believe this relationship with your institution would be important to our firm and is closely aligned with our firm's commitment to this community.

Proposed Services

As you have requested, we propose to conduct both an audit of the financial statements of Memphis Merit Academy for the year ended June 30, 2020. In addition, we will prepare the IRS Form 990 Return of Organization Exempt from Income Tax beginning with the year ended June 30, 2019.

In addition to the audit and preparation of the information return, we will perform quarterly compilations of financial statements beginning June 30, 2019 for purposes of satisfying requirements outlined in your agreement with Hope Federal Credit Union.

Memphis Merit Academy
May 6, 2019

We understand the importance of having timely reporting that allows you to meet your required filing deadlines, as well as management's financial reporting needs. We also understand the importance of providing services in an efficient manner that allows you to focus your efforts on the vision of your institution. With your assistance, we propose to develop a reporting timeline that meets all of these needs and is consistent with those requirements outlined your agreement with Hope Federal Credit Union and the requirements of Shelby County Schools.

We have provided a summary of the engagement pricing in Appendix A to this letter.

Engagement Team and Approach

It is our desire to assign the optimum mix of professionals to each engagement in order to provide the maximum value for the services performed. Each of our staff members has unique skills, and our team approach to engagements allows those skills to be used as the client's needs dictate, to provide the most value for the client.

We understand that the needs of charter schools are unique and have assigned a team with extensive experience working on similar clients.

At the end of this proposal, we have included the professional profiles of the team members whom we expect will provide the majority of our services for Memphis Merit Academy.

Firm Capabilities, Background & Experience

The Marston Group, PLC is a full service CPA and advisory firm serving a diverse client base throughout the United States and abroad. Based in Memphis, Tennessee, the firm was established in 1985 and provides a broad array of accounting, audit, tax and consulting services to companies, individuals, governmental organizations, not-for-profit organizations, and families representing a variety of industries and professions.

Our firm consists of approximately 25 professionals with a broad spectrum of education, training, credentials, and experience. Many of our team members have previous experience with Big Four and other national and regional accounting firms, as well as private and public companies, not-for-profits, and governmental entities. Our professionals have extensive experience in reporting and consultation matters relevant to your institution, having performed such assurance services as governmental "yellow book" audits, financial statement audits, internal control reviews, special purpose reports, fraud audits, and OMB A-133 compliance engagements. In addition, our tax professionals are experienced in tax consultation, assistance in the filing for tax-exempt status, and preparation of IRS Forms 990, 990-T, and 990-PF. We will consult with you regularly regarding technical and regulatory developments that impact your institution. We have served and currently serve multiple charter schools and many non-profit organizations in providing the services outlined above.

Memphis Merit Academy
May 6, 2019

Community contribution and leadership are core values of The Marston Group, PLC. Our firm is passionate in its commitment to the Greater Memphis community, with special interest in at-risk youth, education, literacy, and the arts. Each year, our team members contribute hundreds of hours to community service, and both the firm and its leadership team make significant financial gifts to various segments of the Memphis community. Our professionals have served various governmental, educational, and not-for-profit institutions in a professional capacity over the course of their careers.

Client References

The Marston Group, PLC currently performs work on behalf of multiple similar charter school organizations, as well as other not-for-profit organizations serving our community. At your request, we would be pleased to provide you with a list of client references that would be available to speak with you regarding their experience with our firm.

Conclusion

We appreciate the opportunity to provide this proposal to Memphis Merit Academy and we would be honored to be chosen to provide audit services for your institution. Your institution is a very important element of what is great about our community and we share your passion for education.

If you have any questions regarding this proposal, our services, our staff, or any other matter, please contact me at (901) 761-3003.

Very truly yours,

The Marston Group, PLC

A handwritten signature in blue ink, appearing to read "Garner G. Williams".

Garner G. Williams, CPA
Senior Manager

APPENDIX A

Engagement Pricing

Fees for our services are based upon our standard hourly billing rates for the professionals assigned, which vary according to experience level. In our consideration of these estimated fees, we note that initial attestation engagements often include a significant amount of “front-end” time and cost that is necessary for us to meet your needs. We have waived certain fees associated with this initial engagement, as we consider this relationship with you to be important to our firm and are pleased to invest this time in building a strong relationship with you and ensuring high quality work. It is our intention to work closely with you to structure our work so that the appropriate personnel from our staff are assigned to the various tasks in order to keep fees at a minimum.

Professional fees for our audit of the financial statements as of June 30, 2020 also includes routine advisory services in regards to accounting matters that may arise. These fees will be **\$11,500**.

Professional fees for preparation of the Form 990 as of June 30, 2019 will be **\$1,750**.

Professional fees for our preparation of quarterly compiled financial statements beginning June 30, 2019 will range from **\$1,250 to \$1,750 per quarter**.

In addition, we will be available at your request to discuss matters related to our audit with members of management and the Board of Directors.

Engagement Team

The Marston Group, PLC has given careful attention to the selection of an engagement team suited to fit your needs. We anticipate the following professionals will be primarily involved in overseeing our services to your company and have attached their profiles for your review:

J. Kenneth (Chip) Marston, Jr.

Sr. Partner & CEO

Garner G. Williams

Sr. Manager

Susan M. Lattimore

Sr. Manager

Jeremy Stafford

Sr. Associate



J. Kenneth (Chip) Marston, Jr., CPA

CEO/SENIOR PARTNER

Expertise

Mr. Chip Marston is the Founder and CEO of The Marston Group, PLC, where his practice focuses on advisory, tax and transaction-related financial reporting matters. He serves as an advisor in closely held business ventures and works with companies and their leadership teams in all phases of business, including formation, funding growth and exit strategies. Chip has extensive experience in the real estate development and management, professional services, aviation, music and entertainment, venture capital and agricultural industries. In addition, he works with individuals and family groups in the development and execution of tax, estate and gift, and legacy planning strategies. He serves as an advisor to several closely-held companies, families, trusts, and foundations.

Chip also has extensive experience in tax, business, and complex family law controversies. He has served as an expert witness, consultant, Special Master and Receiver in a number of litigated matters in state and federal courts and has represented clients before state and federal agencies in a variety of tax controversies.

Education

- Bachelor of Business Administration (Cum Laude) - The University of Memphis (1978)

Professional Designations

- Certified Public Accountant (TN)
- Certified in Financial Forensics (CFF)
- Chartered Global Management Accountant (CGMA)
- Tennessee Life and Health Insurance Licenses

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA) including the Tax, Management Advisory, Forensic and Valuation Services, Financial Planning, and Private Companies Practice Sections
- Tennessee Society of Certified Public Accountants (TSCPA), various board and leadership positions

Civic Affiliations

- Community Foundation of Greater Memphis - Board of Governors
- Dixon Gallery and Gardens - Board of Trustees - President
- Dixon Gallery and Gardens Endowment Board - Trustee
- Make - A - Wish Mid South - Board of Directors
- University of Memphis Fogelman College of Business & Economics - Dean Search Committee
- Nexus: A Proven Experience in Leadership - Mentor - Class of 2011
- Rotary Club of Memphis East - Paul Harris Fellow; Past Board Member and Officer
- University of Memphis School of Accounting - Advisory Board - Past Member
- Christian Psychological Center - Past Trustee and Officer
- Boys and Girls Clubs of Greater Memphis - Past Vice Chairman, Past Trustee and Officer
- Heritage Club - Planned Giving Affiliate of Boys and Girls Clubs of Greater Memphis - Founding Member
- Community Legal Center - Past Board Member and Officer
- Crichton College - Past Trustee

Honors & Awards

- Power Player: Who's Who in Memphis Business: Inside Memphis Business 2009-2019
- Patriotic Employer: US Department of Defense - Employer Support of the Guard & Reserve



Garner G. Williams, CPA

SENIOR MANAGER

Expertise

Mr. Garner Williams is a Senior Manager with extensive experience in audits and financial reporting matters for both closely held and publicly traded companies. His areas of concentration also include Sarbanes-Oxley testing, business strategies, due diligence engagements, and quality of earnings analysis. Garner has significant experience in the presentation of financial reporting matters to executive management and audit committees of client companies, as well as assisting clients with the development and implementation of process improvements and interpretation of financial data.

Prior to joining The Marston Group, Mr. Williams served as the lead manager for audit and financial reporting engagements in the Memphis office of KPMG, LLP, where he also served as Business Unit Champion, assisting audit teams in implementation of new firm methodologies and initiatives, as well as the firm's recruiting and mentoring endeavors. Mr. Williams also serves as a member of the firm's Executive Committee.

Education

- Bachelor of Accountancy (Cum Laude) - The University of Mississippi (2008)
- Master of Accountancy (Cum Laude) - The University of Mississippi (2009)

Professional Designations

- Certified Public Accountant (TN)

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Tennessee Society of Certified Public Accountants (TSCPA)

Civic Affiliations

- Agricenter International - Board of Directors
- Leadership Preparatory Charter School - Board of Directors
- The 100 Club of Memphis - Board Member
- Memphis Chamber of Commerce - Young Professional's Council
- Memphis Heritage, Inc.
- Dixon Gallery and Gardens
- Nexus: A Proven Experience in Leadership - Class of 2017



Susan M. Lattimore, CFP®, Enrolled Agent

SENIOR MANAGER

Expertise

Ms. Susan Lattimore is a Senior Manager at The Marston Group, PLC. She has more than 25 years of experience working with closely held businesses and high net worth individuals. She has taught numerous tax seminars for continuing professional education, continuing legal education and accounting principles seminars for entrepreneurs for organizations such as The Memphis Bar Association, The Memphis College of Art, Start Co., Zero to 510 and EPICenter Growth Academy. Ms. Lattimore has also had several articles published in “Memphis Lawyer” magazine.

Susan’s expertise resides in advisory and compliance services with respect to high net worth individuals and their closely-held businesses. Ms. Lattimore specializes in the areas of multi-generational wealth transfer and preservation-planning to include estate, gift and trust tax strategies, individual tax planning, retirement planning, and not-for-profit advisory and compliance. In addition, Ms. Lattimore has extensive experience with representing clients in tax matters before the Internal Revenue Service and has served as an expert witness in litigation matters. She also serves as a member of the firm’s Executive Committee.

Education

- Bachelor of Arts - The University of California, Riverside (1985)

Professional Designations

- Certified Financial Planner (CFP)
- Enrolled Agent with the Internal Revenue Service

Professional Affiliations

- Estate Planning Council of Memphis
- Financial Planning Association
- Society of Financial Service Professionals - Past President & Treasurer

Civic Affiliations

- Concord Academy - Board of Trustees, and Past Chairman
- Thistle & Bee Enterprises - Treasurer
- Voices of the South - Treasurer and Past President
- Autism Solution Center - Past President

Professional Achievements

- Memphis Business Journal Super Woman in Business Recipient - 2016



Jeremy Stafford, CPA

SENIOR ASSOCIATE

Expertise

Mr. Stafford is a Senior Associate with experience in audits and financial reporting matters for closely held businesses, not-for-profit organizations, and employee benefit plans. In addition to financial reporting, his areas of concentration also include advisory services by developing financial models, business strategies, and process improvements for organizations. Mr. Stafford currently serves as a member of the firm's Information Technology Committee.

Education

- Bachelor of Business Administration - The University of Memphis (2013)

Professional Designations

- Certified Public Accountant (TN)

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Tennessee Society of Certified Public Accountants (TSCPA)

Civic Affiliations

- The City of Bartlett's Board of Zoning Appeals - Board Member
- Memphis Chamber of Commerce
- Dixon Gallery and Gardens

Memphis Merit Academy Charter School Charter School Service Offerings

Squar Milner LLP

April 2019



April 15, 2019

MEMPHIS MERIT ACADEMY CHARTER SCHOOL
c/o Ms. Lakenna Booker
8460 Kamin Lane
Memphis, TN 38125

Dear Ms. Booker:

We appreciate the opportunity to submit this proposal to provide audit and tax services to **Memphis Merit Academy Charter School**. We have designed a service plan for **Memphis Merit Academy Charter School** and we are pleased to have the opportunity to present our plan to you herein.

You have provided us with an understanding of the current issues that the organization faces and the services that are needed. We feel we have a good understanding of your requirements and that our proposal will provide you with a strong basis for evaluating our capabilities with respect to becoming your new accounting firm.

We are very confident that **Squar Milner LLP** ("**Squar Milner**" or the "**Firm**"), a multi-disciplinary and culturally diverse accounting and consulting firm, has the in-depth professional expertise to serve **Memphis Merit Academy Charter School**. We have been serving clients locally since 1951 and have grown to be one of California's largest accounting firms by earning the trust and respect of our clients and providing excellent service in a highly responsive and cost-effective manner. We pride ourselves as being one of the most inclusive and diverse organizations, which we believe has been instrumental in driving our dramatic growth in the past decade.

Memphis Merit Academy Charter School will benefit from the depth of resources available at **Squar Milner** with expertise in the charter school industry, as well as the quality service, partner/manager-level attention, and business advice you expect from your independent accounting firm. **Memphis Merit Academy Charter School** will enjoy several important benefits from the relationship:

- **Charter School Expertise.** We have significant expertise with the Charter School and not-for-profit ("NFP") industries. Our expertise includes financial statement audits, including audits performed pursuant to both auditing standards generally accepted in the United States ("GAAS") and generally accepted government auditing standards ("GAGAS") (including OMB Uniform Guidance), and preparation of exempt organization federal and state tax returns. This multi-dimensional experience allows us to uniquely focus on the critical areas of **Memphis Merit Academy Charter School**. This focused approach addresses and emphasizes risk areas for the organization, which reduces the cost of the engagement and saves time – allowing your team to spend more time on the organization, not the audit.
- **Client Service Focused Philosophy.** We believe the best way to provide value for our engagements is to dedicate a liberal amount of upfront partner and manager time. The firm is known for our

“business focused” client service philosophy, meaning we strive to understand the business purpose for significant transactions and, only then, apply the appropriate accounting literature to nature of the transaction. This approach results in better transparency and clarity for the users of the financial information. **We also commit to responding to all client inquiries and correspondence (technical or otherwise) within 24 hours.**

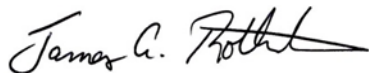
- ***Solid Technical Expertise and Local Decision Making.*** We stay on top of technical developments and communicate with you quarterly or more frequently on these matters. Importantly, we do not have a National Office and, therefore, can make decisions relating to the technical audit issues expeditiously. Moreover, we are not rigid in the application of GAAP. Rather we are consultative and work with you to resolve issues.
- ***Large Regional Presence.*** **Squar Milner** is one of the largest full service accounting firms based in Southern California with offices in Los Angeles, Newport Beach, San Diego, and Encino. We have over 300 employees, including 35 partners and have similar capabilities as many of the Big 4 accounting firms and national counterparts. Most of our partners/managers come from “Big 4” or national CPA firms. With this depth of resources, we have the core competencies to support you with best practices and value added insights delivered with a personal touch.
- ***Professional Affiliation.*** We are an independent member of Allinial Global (formerly PKF North America), which is an association of over 100 independent accounting and consulting firms. Based in North America, Allinial Global offers international support by connection its member firms to providers and global networks of accounting firms worldwide. **Squar Milner** has the experience and expertise to serve your technical needs. As needed, we will plan to draw upon the Allinial Global resources available within Allinial Global so we can deliver the best advice and expertise to **Memphis Merit Academy Charter School** in a proactive and timely manner.
- ***Focus on Quality.*** We are committed to quality in everything we do; our AICPA peer reviews have resulted in clean opinions and all of our Public Company Accounting Oversight Board (“PCAOB”) inspections have resulted in “no comments”. We have an excellent reputation for quality services. In addition, we have no outstanding litigation.
- ***More Than Just an Engagement Team.*** We have selected an engagement team of dedicated audit and tax professionals that we believe address your specific needs. Jim Rotherham, the audit engagement partner, has over 29 years of experience in both public accounting and industry and currently serves as audit engagement partner for many of the firm’s Charter School clients. Gregg Omori, a tax manager in our NFP group, is responsible for substantially all of the Form 990 filings for the Firm. Summary biographies of Jim Rotherham, Brenda Hunt, Chris Thibodeau, and Gregg Omori can be found in the “Client Service Team and Summary Biographies” section this proposal. Our team members have also dealt with many consulting projects for NFPs including improving controls, crisis management for turnaround manager, resolving cash flow issues, serving as interim CFO, and forensic accounting.
- ***Continuity of Staff.*** We pride ourselves in the continuity of our staff as our turnover is far lower than that of our national competitors. **Memphis Merit Academy Charter School** can be confident that they will be dealing with the same engagement team for years to come.

- **Competitive Fees.** We will provide **Memphis Merit Academy Charter School** the highest quality of service at very competitive fees. Details of proposed audit and tax fees are enumerated in the section entitled “professional fees” of this proposal.

Overall, we commit that **Memphis Merit Academy Charter School** will be a very important client to us. We appreciate the opportunity to present this proposal and stand ready to meet with you as needed as part of your selection process. We hope that after reviewing this proposal you will find that we have been responsive to your needs. We will be glad to furnish additional information that you may need in making your decision. If there are additional questions, do not hesitate to contact any of us.

Respectfully yours,

SQUAR MILNER LLP



James A. Rotherham, CPA
Partner, Audit and Assurance Services
Leader of Charter School and Not-for-Profit Industry Group

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Our Understanding of Your Needs

Memphis Merit Academy Charter School (the “**Organization**”) provides a strong educational choice for children in Tennessee. Their mission is to provide rigorous academics and high quality instruction to foster character development in all of their students.

Squar Milner will provide the following benefits to meet your needs:

- A full-service accounting firm with the experience and resources to address your audit and tax service requirements;
- Timely and decisive feedback on key accounting, auditing and tax matters;
- Consultative approach with technical developments and emerging issues;
- Risk-focused and cost conscious;
- Superior client service;
- Commitment to the success of your Organization.

We understand that you are looking for an accounting firm that has sufficient expertise in complex areas of tax and accounting such as licensing between related parties, management fees and cost sharing arrangements between **Memphis Merit Academy Charter School** and controlled for-profit entities, transfer pricing for products donated to **Memphis Merit Academy Charter School**, and ensuring protection of your 501(c)(3) status. We have that expertise.

We have professionals who specialize in transfer pricing among controlled companies, generally international transactions subject to IRC Section 482 rules, but equally applicable to transactions between commonly controlled non-profit and for-profit entities. In this regard, we have a database we can leverage to perform a Comparable Uncontrolled Transaction (CUT) analysis or to analyze the sale/purchase of tangible goods under the Comparable Profits Method (CPM). The goal would be to support the arm’s length nature of intercompany dealings.

Our tax team has considerable experience in helping non-profits comply with tax rules so as not to jeopardize their 501(c)(3) status, including representing non-profits in IRS investigations pertaining to this issue. Awareness of the non-profit entities’ tax rules and operating within the four corners of your tax exempt purpose pursuant to your “determination letter” is key. Segregating non-exempt business operations in separate for-profit entities ensures such compliance. Of course, certain activities of the non-profit entity, such as, charging royalties, may be subject to unrelated business income tax (UBIT) and we can provide assistance in tax planning to mitigate this tax.

We are also familiar with ASU 2013-06, which addresses the fair value of any services received from personnel of an affiliate of a non-profit entity and related disclosures in financial statements of the Organization.

Other professionals will be key to helping you expand your operation. We have worked with many of the top non-profit attorneys in California and are happy to make introductions. Your interest in classifying trainees as students on a stipend is an interesting opportunity. However, careful analysis of tax rules will be required, and we recommend that you work with a tax attorney who specializes in this area, as well as an employment attorney.

Squar Milner Qualifications

Squar Milner is one of the California largest independent PCAOB registered accounting and advisory firms. We have offices in Los Angeles, Newport Beach, and San Diego. We are licensed in California as well as many other states.

Squar Milner is a leading provider of assurance, tax and business advisory services to the Southern California business and professional community and not-for-profit organizations. We are experienced with both private and public sector companies, and domestic and international business matters. Our success in these fields, combined with our commitment to timely and efficient services, distinguishes us from other national, regional and local firms. We pride ourselves on the continuity of our staff. We have over 300 employees, including 35 partners who assist clients in all 50 states and over 50 countries worldwide.

Squar Milner is also committed to the communities it serves. We raise funds for various not-for-profit organizations and our partners and employees serve in various roles within community organizations.

Squar Milner is properly licensed to practice in the States of California, Tennessee, and Washington and is in good standing with the California Society of CPAs, the licensing authority in California, Tennessee, and Washington state, and the AICPA.

Squar Milner has a staff of 15 employees that work on governmental and non-profit audits in the San Diego and Los Angeles offices.

Not-for-profit Practice and Representative Clients

Squar Milner has a team of professionals with significant experience in serving not-for-profit and tax-exempt organizations. This includes audit and tax expertise, including financial statement audits, audits performed pursuant to generally accepted government auditing standards and Single audits pursuant to OMB Uniform Guidance (formally OMB Uniform Guidance), preparation of exemption applications, Forms 990/990T, and California Forms 199/109 and RRF-1 and review and reporting of Unrelated Business Income Tax (UBIT) issues. In addition, we can assist organizations with growth issues, such as staying current with new Super Circular regulation requirements, improving internal controls, refining operating processes, and assistance with acquisitions.

We have a team of partners, managers and staff that have a broad base of experience serving not-for-profit entities. The following are some of the types of entities that our professionals have had experience in serving:

- Charter Schools
- Community Foundations
- Civic Leagues
- Research Centers
- Health and Welfare Organization
- Membership Organizations
- Private, Primary & Vocational Schools
- Social Clubs
- Private Foundations
- Religious Organizations
- Youth Organizations
- Homeowner's Associations

Why Squar Milner?

Technical Expertise

Like our national counterparts, we have access to sophisticated research tools on the latest accounting developments. In contrast to the national firms, **Squar Milner** partners consult and make decisions on complex accounting issues without having to consult with a national office. In addition to auditing the operations of many NFPs, we have specialty NFP tax and management consultants. We have dealt with complex NFP tax issues, including UBIT issues, excess benefits issues, and disclosure issues. Further, our management consultants have dealt with many consulting projects for NFPs, including improving internal controls, crisis management, resolution of cash flow issues, serving as interim executive management (CEO/COO/CFO), and forensic accounting on behalf of the Board in connection with attorney general investigations of self-dealing by officers.

Accessibility and Quick Turnaround

Squar Milner's client base and target market is one and the same: companies and organizations with revenues generally ranging from \$5 million to \$500 million. We concentrate in this market and structure our approach and services based upon the needs and goals of these organizations. We strive to provide technical expertise comparable to that of national firms delivered with a local approach – namely accessibility and quick turnaround at a competitive cost. **Squar Milner** has a team of professionals with extensive experience serving not-for-profit organizations. Our professionals understand that each not-for-profit is unique. Our ability to bring our understanding of the best-practices in operational effectiveness and pro-active guidance to your organization is the key to our success. All members of the engagement team are available to respond to your needs. All of the professionals at **Squar Milner** are connected to each other and to our clients through a wireless network that provides instant access to clients' emails, phone calls, etc.

Value for Fees

Squar Milner appreciates the opportunity to become your auditors and tax advisors. Our fees will be commensurate with the time involved and the value of the services rendered. Our approach will be designed to deliver unique value-added, cost effective services.

Our Commitment

Memphis Merit Academy Charter School will be an important client to **Squar Milner** and we are prepared to make a significant commitment of time and resources to serve you. As your Organization continues to evolve, we are prepared to provide future business advice to help your Organization grow and to address the stresses that growth places on your infrastructure – your people, processes and systems. We are committed to developing a long-term relationship.

Why Squar Milner? (continued)

Communication Processes

We believe that proactive, open, timely and direct communications are critical to long-term relationships with our clients. To facilitate this, our communication processes are as follows:

- No surprise communications philosophy. We believe that good communication is firmly rooted in proactive and timely communications.
- We meet with our clients at least on a quarterly basis to obtain updates and understand changes to their business. That allows us to hit the ground running for the audit. We also encourage our clients to “keep us in the loop” on key changes to their businesses so we can provide real time feedback on accounting ramifications of such changes.
- As part of our concluding procedures, we will issue a management letter detailing observations during our audit with suggestions and best practice on how to address these observations. Our goal with the management letter is to help improve your internal processes.
- We believe that communication process with the finance committee is critical to addressing governance and the fiduciary responsibility for the board. Our communication process with the audit committee is typically twofold: 1) a planning meeting to communicate expectations that have been set with management and 2) a concluding meeting to communicate issues that arose during the audit process.

Use of Technology

The Firm employs advanced technology tools as part of its audits, specifically:

- We operate in a paperless environment – including the preparation and review of workpaper documentation, confirmations and other correspondence and equip each engagement team with scanners to facilitate this process. We prefer electronic copies of audit schedules to reduce paper waste.
- We also employ advanced statistical sampling and data analysis tools in our audits. We believe the use of such tools provides higher quality audits at a reduced cost. Also, we have access to sophisticated research tools on the latest accounting developments.

Merger and Acquisitions Expertise

Our partner team has extensive experience in assisting clients with mergers and acquisitions. We can add value through understanding the business aspects of a merger, performing due diligence on the target business, and dealing with tax considerations.

Services Offered to Not-for-Profit Organizations

Accounting and Attestation Services

- Financial statement audit, review and compilation
- Fraud audits
- Agreed upon procedures
- Benefit plan audits
- Performance audits
- Single audits (OMB Uniform Guidance)

Tax Services

- Form 990 and 990T preparation
- Form 990PF preparation
- Advice related to joint ventures and for-profit subsidiaries
- Applications for tax exempt status
- Cost allocations
- Excise tax calculations and planning
- Private benefit analysis
- Sales and use tax
- Unrelated business income tax
- New Market tax credit

Advisory Services

- Internal control improvement services
- Cost/pricing studies
- Financial planning and analysis
- Organization process improvements
- Risk assessments
- System reviews
- Guidance on corporate governance requirements
- Operational and fundraising guidance
- Plans for mergers, reorganizations and liquidations
- Transfer pricing

Other Consulting Services

Squar Milner has a team of professionals with significant experience serving Not-for-Profit Boards as business consultants and crisis managers. We bring an understanding of the processes and industry knowledge that is important to your organization including:

- Forensic accounting
- Expand business operations
- Operational management

The Audit Approach

Each engagement is individually tailored to be practical and sensitive to your unique business, culture, resources, goals and objectives. Our audit methodology is a top down, risk based approach, which assesses important auditing and accounting areas at each location and at the financial statement level.

Pre-Audit Planning

As part of our audit planning process, we will meet with you to understand your operations, critical areas of focus, and the areas of risk that we believe to be important. The focus during this important process is to:

- Establish and strengthen relationships between **Squar Milner** and **Memphis Merit Academy Charter School** personnel and the co-development of expectations;
- Address the timeline we will develop with management and how to provide accountability with this timeline;
- Validate our understanding of the key strengths and weaknesses of your organization and the current systems;
- Define risk areas and specific issues;
- Develop a plan for each risk area that tailors the financial statement audit procedures based on the effectiveness of key controls, assign individuals by area, and
- Ensure that we are leveraging internal resources to minimize audit costs and maximize efficiencies, while meeting your deadlines.

Transition Strategy

Engaging professional service providers is a significant undertaking and one that neither you nor we take lightly. We will be happy to provide a detailed plan after the engagement commences. This section describes how we will work to facilitate a smooth transition.

First, we are experienced in taking on new accounts. Our approach is to dedicate a liberal amount of partner and manager time up front to properly identify issues, understand history and plan the engagement. We have found that it is indispensable for partners and managers to gain this knowledge personally. We will work closely with your prior auditors to leverage the benefit of their experiences as we execute our transition strategy.

Finally, **transition is where experience really counts**. Because we bring a team focused and experienced with charter schools, the transition is efficient and seamless.

The Audit Approach:

Five Step Implementation

Each engagement is individually tailored to be practical and sensitive to your unique situation, culture, resources, goals and objectives. Our five-step audit approach is described below.

Step One: Planning

In this phase, we will review our understanding of your organization, identify and commit specific resources and develop the overall engagement timeline. Our audit plan includes aligning staff to the same audit areas for both the testing and evaluation of controls and substantive test work portions of the audit to the extent possible, increasing efficiency and knowledge sharing. We devote a significant amount of time in the planning process, which we believe will facilitate a more efficient audit.

Step Two: Risk Assessment

Our audit plan is based on the “top down, risk based” approach, beginning with an evaluation of the control environment and information technology infrastructure to identify specific strengths and weakness of the overall internal control structure. From there, we will analyze **Memphis Merit Academy Charter School**’ processes and accounts for specific risks and design our audit plan to devote more time and resources to the higher risks areas.

Step Three: Evaluation of Controls

During this phase, we will evaluate the design, and implementation of each significant transaction cycle. For each such cycle, we will devise a plan that builds upon our understanding of key controls and tailor the financial statement audit procedures as appropriate. Our evaluation of controls will include both design and operational effectiveness. We will communicate deficiencies noted with management and the Finance Committee on a timely basis and provide input regarding opportunities to remediate such deficiencies.

Step Four: Substantive Testing

Based on our risk assessment, testing, and evaluation of controls, we will determine the nature, timing and extent of our substantive procedures to create the most efficient audit possible. We will employ the latest audit software and audit tools, which emphasize team collaboration and advanced sampling tools, to perform our substantive testing.

Step Five: Concluding and Reporting

We will conclude our financial statement audit to meet your requested reporting deadlines. Drafts of all of our reports will be provided to management for their input and review shortly after the conclusion of the fieldwork.

Professional Fees

Subject to the assumptions noted below, our quotes for professional fees for the fiscal years ended June 30, 2020, June 30, 2021 and June 30, 2022 is shown below. Our fee quote below reflects a 20% discount from our standard rates.

YEAR END	AUDIT	TAX
	Audit of financial information of Memphis Merit Academy Charter School if three year option is selected	Tax returns of Memphis Merit Academy Charter School if three year option is selected
June 30, 2020	\$15,995	\$1,595
June 30, 2021	\$17,995	\$1,795
June 30, 2022	\$18,995	\$1,895

The above fees do not include travel or out of pocket expenses, which would not exceed \$2,500 per year.

Assumptions:

- Timely access to predecessor auditor workpapers will be granted, and no issues will be identified that require an expansion of scope of testing relating to beginning balances.
- There will not be changes to the **Organization's** operations, reporting requirements or other circumstances that would cause a significant increase in the scope of work necessary to complete the required audit and/or tax services.
- Complete cooperation by management and access to books and records. Management prepares timely all requested schedules and obtains all information requested.
- No other unexpected circumstances that are outside of our control and that result in significant delays or in a significant increase in the scope of work required will be encountered.
- No significant changes in financial reporting standards for not-for-profit organizations from AICPA.

If any of these assumptions are incorrect, the scope of our work could increase resulting in higher fees. If we encounter a situation that we feel results in a scope expansion, or otherwise results in additional work, we will discuss the circumstance with you and obtain your approval before billing in excess of the quoted fees.

We understand that you are operating in a rapidly changing environment and the accounting and tax rules are changing as fast as your business. We work closely with our clients to address the impact of changes to their business on a timely and productive basis. We do not charge clients for routine calls to discuss accounting or tax related matters. For questions involving research or other services, we will provide a fee estimate in advance before undertaking special assignments. The discussions that we have throughout the year result in a better understanding of your business and help us to perform our audit more efficiently.

The Proposal is being submitted in advance of our completion of certain customary engagement acceptance procedures including background check for directors and officers and our acceptance of your appointment of Squar Milner is conditional upon the satisfactory completion of the procedures.

Client Service Team and Summary Biographies

Squar Milner will serve you with a multi-disciplinary team of professionals who offer extensive industry expertise as follows:

Engagement Members	Role	Years of Industry Experience	Years of Professional Service
Jim Rotherham	Audit Partner	30	30
Brenda Hunt	Senior Audit Manager	14	14
Jason Henning	Senior Associate	8	8





Jim Rotherham

Partner in Charge - Education Services
San Diego, CA



Area of Focus

Jim Rotherham is an Audit Partner at Squar Milner and has over 30 years of experience in public accounting and private industry. Jim heads up the Not-For-Profit practice at Squar Milner and specializes in audits of not-for-profit organizations, private schools, charter schools, school districts, local governments, and Native American tribal governments.

Business Experience

Jim's background includes over 12 years at Ernst & Young in San Diego servicing clients in the technology and life sciences sector as well as governmental and nonprofit organizations. He co-founded and served as Chief Financial Officer of several privately owned and venture backed tech companies, including one which he took public in 2003. Jim returned to public accounting in 2007 and built one of the most successful San Diego based full service CPA firms which merged with Squar Milner in 2016.

Education

- Bachelor of Science, The Wharton School, University of Pennsylvania (Honors)

Professional License and Accreditation

- Certified Public Accountant in California, Georgia, Florida, Mississippi, Tennessee, and Washington
- Member, American Institute of Certified Public Accountants
- Member, California Society of Certified Public Accountants

Squar Milner LLP

Certified Public Accountants & Financial Advisors

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San Diego, CA 92122

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jrotherham@squarmilner.com



Brenda Hunt

Audit Senior Manager

San Diego, CA

Area of Focus

Brenda Hunt is an Audit Senior Manager at Squar Milner and has over 16 years of experience in public accounting and private industry. Brenda specializes in audits of charter schools, school districts, local governments, Native American tribal governments and casinos, and not-for-profit organizations.

Business Experience

Prior to joining Squar Milner, Brenda worked for 9 years at Rothstein Kass servicing clients in the hedge fund and financial services industries. Brenda also worked at Bank of New York Mellon as an internal auditor for over 20 asset managers. Brenda returned to public accounting in 2014 helping to develop the audit department at Hosaka, Rotherham & Company which merged with Squar Milner in 2016.

Education

- Bachelor of Economics and Spanish from Rutgers University
- Master of Business Administration in Accounting from Montclair State University

Professional License and Accreditation

- Certified Public Accountant, California and New Jersey
- Member, American Institute of Certified Public Accountants
- Member, California Society of Certified Public Accountants
- Member, New Jersey Society of Certified Public Accountants

Squar Milner LLP

Certified Public Accountants & Financial Advisors

3655 Nobel Drive, Suite 300

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bhunt@squarmilner.com



Jason Henning

Senior Associate, Audit Services

Los Angeles, CA

Area of Focus

Jason Henning is an Audit Senior Associate at Squar Milner and has over 5 years of experience in public accounting and private industry. Jason specializes in audits of charter schools, school districts, local governments, Native American tribal governments and casinos, and not-for-profit organizations.

Business Experience

Prior to joining Squar Milner, Jason worked for 3 years at Vavrinek, Trine, Day, & Co. LLP where he began his audit career after graduating from college in May 2013 performing audits of Charter Schools, School District, and not-for-profit organizations.

Education

- Bachelor of Sciences in Accounting from the University of Redlands

Squar Milner LLP

Certified Public Accountants & Financial Advisors

11150 Santa Monica Blvd., Suite 600

Los Angeles, CA 90025

jhenning@squarmilner.com

Squar Milner LLP Quality Control Policies

Our reputation for providing quality professional services in an independent, objective, and ethical manner is key to our success as independent auditors. Our strong commitment to quality services has led the Firm to adopt a comprehensive set of quality control policies and other safeguards that are applicable to every audit engagement. Like any other system of internal control, no single control or safeguard provides us with the assurance that our professionals comply in all instances with applicable professional standards and the Firm's standards of quality. Working in tandem, however, these controls and safeguards provide a comprehensive system that serves to prevent or detect in a timely manner matters that without corrective action could result in substandard performance. As a result, we believe that the Firm's system of quality control for our accounting and auditing ("A&A") practice meets the requirements of quality control standards issued or adopted by the SEC and the PCAOB for a public company A&A practice. The following is a summary of **Squar Milner's** quality control policies and other safeguards for our accounting and auditing practice.

Instilling Professional Values

- **Tone at the Top**—**Squar Milner's** senior management regularly communicates and reinforces the Firm's expectations and the importance of performing quality work and complying with the Firm's policies. The **Squar Milner** culture strongly supports collaboration and consultation and places special emphasis on the importance of consultation in dealing with complex or subjective accounting, auditing, reporting, SEC and independence matters. We also emphasize the importance of determining that the client has correctly followed our advice when necessary.
- **Code of Professional Conduct**—The **Squar Milner** Personnel Manual was developed to provide an ethical framework for all of our activities. Each partner and employee is provided with the Personnel Manual and required to understand their responsibilities with respect to its requirements, and agree to abide by its provisions.
- **Independence**—**Squar Milner** has a comprehensive set of independence policies. The Firm's written policies cover relationships with restricted entities (e.g., public audit clients) as well as all other professional and regulatory independence requirements. Our independence policies and procedures comply with the SEC's and the PCAOB's current auditor independence rules. Professionals who do not comply with professional or regulatory requirements are subjected to disciplinary sanctions.
- **Document Retention**—The Firm has a comprehensive document retention policy that applies to all practices and personnel. The Firm's policy requiring retention of all "workpapers" and "documentation" (as defined) for at least seven years complies with SEC rules, California law and other professional standards. This policy emphasizes that documents must be preserved whenever any person becomes aware of any actual or reasonably anticipated claim, litigation, investigation, subpoena or other government proceeding involving **Squar Milner** or one of our clients that may relate to our work.

Squar Milner LLP Quality Control Policies (continued)

Audit Performance

- **Audit Methodology**—Our auditors are well equipped to perform audits of the financial statements of companies of varying sizes and complexities. The **Squar Milner** Audit Methodology provides a framework for application of a consistent process to all audits. The methodology contemplates team-based audit service delivery, and allows alternative solutions depending on client circumstances, professional judgment, and audit team input. We make enhancements to our audit methodology on a regular basis as a result of new standards, emerging auditing issues, or implementation experience.
- **Technology Tools**—Several technology tools are used by our audit engagement teams to assist in executing and documenting the work performed in accordance with the **Squar Milner** Audit Methodology.
- **Formation of Audit Engagement Teams**—**Squar Milner** requires periodic reviews of partner assignments for public companies by the Firm’s “Executive Committee” to ensure that the partners serving our public clients possess the appropriate competencies to fulfill their engagement responsibilities.

Policies for Review and Consultation

- **Reviews of Audit Work**—Firm policies describe the requirements for timely, direct executive participation on audits and various levels of review of the work performed.
- **An Independent Look at Our Audits**—A professional and regulatory requirement for audits of public companies is that a partner independent of the engagement team reviews the audit report, the financial statements (including the footnotes) and performs certain other procedures prior to issuance of our audit report. **Squar Milner** has such independent review procedures in place for public and many private companies.
- **Consultation**—Our consultation policies and procedures are designed to take advantage of all of the Firm’s resources in reaching our conclusions on difficult accounting, auditing, reporting, SEC, and independence matters. Consultation is a decision-making process, not just a process to provide advice. For complex and sensitive matters, **Squar Milner** encourages (and in some cases requires) consultation outside of the audit team with other personnel who have more experience or specialized knowledge, with the goal of deciding the appropriate Firm position regarding these matters. We have an extensive list of audit partners who are assigned specific areas for consultation on any engagement where such matters are encountered, and we supplement the list of required consultations to focus on emerging matters. Our people are expected to, and do, consult regularly on significant accounting, auditing, reporting, SEC, and independence matters, as well as on other sensitive issues or communications to clients or others outside the Firm.
- **Audit Engagement Team Disagreement Resolution Process**—**Squar Milner** has a collaborative culture and encourages its people to speak up if a professional-practice disagreement arises or they are uncomfortable about something relating to a client engagement. The Firm’s policies provide our professionals with the platform necessary to have their views heard with an understanding that the Firm considers all points of view when resolving key issues. When a matter that goes beyond the audit engagement team is ultimately resolved, Firm policies require it to be documented.



Squar Milner LLP Quality Control Policies (continued)

Internal Accountability

- **Audit Partner Rotation**—As required by the SEC’s independence rules issued in January 2003, on audit engagements for public companies our Firm rotates the lead audit partner, the concurring review partner, and other audit partners (as defined) no less frequently than the maximum consecutive years of service permitted by such rules.
- **Conflicts Resulting from Employment Relationships**—Since long before there were professional standards or regulatory requirements that addressed situations where an accounting firm’s professionals accepted employment at the Firm’s audit clients, **Squar Milner** has had policies and procedures in effect to address the potential for actual or perceived impairment of independence in such situations. Our policies in this area address the SEC’s one year cooling off requirement, and in doing so include consultation protocols within the Firm for certain job positions to ensure that compliance is achieved with respect to both the letter and the spirit of the SEC’s rules.
- **Partner Evaluation and Compensation Methods**—**Squar Milner** evaluates and compensates its partners based on several factors, which are aligned with the Firm’s overall strategy and direction. Several years ago, we reevaluated our partner compensation philosophy and procedures to ensure that we were in compliance with the letter and the spirit of the SEC’s independence rules. We do not compensate our audit partners for the sale or delivery of nonaudit services to their public audit clients. Our compensation approach reflects the Firm’s commitment to providing quality service to our clients as well as our professional obligation to maintain our independence.
- **Staff Evaluations**—**Squar Milner’s** evaluation process is used to provide timely, specific feedback on job performance. The purpose of the process is to help our professionals grow in their careers and to understand how their personal development is linked to the Firm’s values, strategy, and overall success.
- **Client Acceptance and Continuance**—**Squar Milner’s** audit client acceptance process involves a careful consideration of the risk characteristics of a prospective client and several due diligence procedures. Our acceptance approval process is strict; as to certain industries, an audit client may not be accepted without the approval of the Firm’s Executive Committee. Both client acceptance and client continuance decisions depend on, among other things, the absence of any perception that a company’s management pressures the audit engagement team to accept inappropriate accounting and reporting. Our considerations and conclusions on the integrity of management are essential to our acceptance and continuance decisions.
- **Practice Monitoring**—In non-peer review years, **Squar Milner** conducts an internal quality control inspection program that assesses the quality of our assurance services provided to audit clients. The objective is to evaluate the design and operating effectiveness of the Firm’s quality control policies and procedures covering its A&A engagements. The results help us evaluate the Firm’s quality controls, personnel performance, and areas where improvement may be needed.



Squar Milner LLP Quality Control Policies (continued)

People Management

- **Recruitment and Hiring**—One of **Squar Milner's** strategic objectives is to attract and build life-long relationships with extraordinarily talented people. For the most part, the Firm hires only candidates who have qualified academically to sit for the CPA examination.
- **Professional Development**—**Squar Milner** has requirements for continuing professional education that apply to all professionals. Our commitment to lifelong learning results in an improved ability to meet personal and professional goals and provide the highest quality service to our clients. An individual's professional development principally occurs through formal learning and on-the-job training. The core training courses are supplemented by training programs that are developed in response to changes in accounting and reporting requirements, other professional standards, and emerging practice issues.

Peer Review, Internal Quality Control Review and Certain Inquiries

One of the requirements for audit committees in the New York Stock Exchange - Amex listing standards is to obtain at least annually a report by the independent auditors that includes a description of any material issues raised by the most recent internal quality-control review, or peer review, of the Firm, or by any inquiry or investigation by governmental or professional authorities within the preceding five years respecting one or more independent audits carried out by the firm, and any steps taken to deal with such issues.

External Practice Monitoring

PCAOB Inspections

One of the key provisions of the Act was the formation of the PCAOB, which conducts inspections of registered public accounting firms to assess their compliance with the Act, the rules of the PCAOB and SEC, and other professional standards in connection with the audits of public companies. During 2006, the PCAOB performed its first regular tri-annual inspection of **Squar Milner**. Our 2014, 2012, 2009 and 2006 PCAOB inspections resulted in clean "no comment" reports.

Because the inspection process is intended to be a constructive process, the Act provides that a section of the PCAOB inspection reports will have limited distribution to certain regulators. An inspected firm has one year in which to address any deficiencies in its quality control system to the PCAOB's satisfaction. Only deficiencies that are not satisfactorily remedied would then be reported publicly. The public section of the PCAOB's reports of our Firm can be made available to you. Not only did all four of our inspections result in clean "no-comments" reports, no deficiencies in **Squar Milner's** quality control system were identified.

Squar Milner LLP Quality Control Policies (continued)

AICPA Peer Review

As a member of the AICPA, the Firm also undergoes an independent tri-annual peer review (by the AICPA's National Peer Review Committee) of its private A&A practice. The Firm's most recent AICPA peer review was completed in September 2013, and resulted in a rating of "pass" (the highest possible rating).

Internal Practice Monitoring

In each non-AICPA peer review year, **Squar Milner** conducts an internal review that assesses the quality of our public audit work in each applicable office. In combination with the Firm's internal inspection (see "Practice Monitoring" above), the objective of the program is to evaluate the design and operating effectiveness of the Firm's quality control policies and procedures for our A&A practice. The program also aids our efforts to continually identify areas where we can improve our performance and/or enhance our policies and procedures.

Governmental and Professional Inquiries and Investigations

As is true of all accounting firms, **Squar Milner** participates from time to time in inquiries and investigations by the SEC and other governmental and professional bodies. A very small number of those investigations might involve allegations of material issues relating to the Firm's compliance with auditing or other professional standards. Currently, there are no investigations regarding our Firm.



June 01, 2017

Stephen Milner
Squar Milner, LLP
1661 Alton Pkwy
Irvine, CA 92606 4801

Dear Stephen Milner:

It is my pleasure to notify you that on May 24, 2017, the National Peer Review Committee accepted the report on the most recent System peer review of your firm. The due date for your next review is December 31, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation and support of the profession's practice-monitoring programs.

Sincerely,



Michael Fawley
Chair - National PRC
nprc@aicpa.org 919-402-4503
National Peer Review Committee

CC: Candace Wright, Ernest Miranda

Firm Number: 900010080880

Review Number: 462500

Report on the Firm's System of Quality Control

To the Partners of
Squar Milner LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Squar Milner, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under Uniform Guidance; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Squar Milner, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Squar Milner, LLP has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
January 13, 2017

April 15, 2019

The Board of Directors
c/o Lakenna Booker
Memphis Merit Academy
8460 Kamin Lane
Memphis, TN 38125

Re: Financial Statement Audit for the Fiscal Years Ended June 30, 2020, 2021, and 2022

Dear Members of the Board of Directors:

We are pleased to confirm our understanding of the services we are to provide for Memphis Merit Academy (the "Organization") as of and for the years ended June 30, 2020, 2021, and 2022. The following is a detailed description of the services that we will provide to the Organization as well as our estimated professional fees that relate to such services. This engagement letter (which is sometimes hereinafter referred to as the "Agreement") is subject to completion of our acceptance or continuance procedures in accordance with professional standards and the policy of Squar Milner LLP ("Squar Milner," or the "Firm").

Audit Services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Organization as of and for the years ended June 30, 2020, 2021, 2022. Accounting principles generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Organization's basic financial statements. [As used herein, the term "GAAP" refers to the applicable pronouncements issued by the Governmental Accounting Standards Board.] Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Organization's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or

provide any other form of assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedules of the District's Proportionate Share of the Net Pension Liability
- 4) Schedules of District Plan Contributions

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any other form of assurance on that other information.

- 1) Local Education Agency Organization Structure

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and to report on the fairness of the supplementary information referred to in the second paragraph of this Agreement when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with GAAS and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Organization's financial statements. Our report will be addressed to the board of directors of the Organization. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting

estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions.

We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under applicable professional standards issued by the American Institute of Certified Public Accountants ("AICPA").

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Organization's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Relevant Information

We are also responsible for communicating with the Board of Directors about certain other matters related to our audit, including (1) our responsibilities under the standards of the AICPA; (2) the Organization's significant accounting policies; (3) the quality of the Organization's accounting principles; (4) management's judgments and sensitive accounting estimates; (5) significant audit adjustments; (6) any disagreements with management about matters that could be significant to the Organization's financial statements or our audit report; (7) any consultations management made with other accountants; (8) any issues discussed with management prior to our retention; (9) any significant difficulties encountered in performing the audit; (10) other information in documents containing audited financial statements, such as the Organization's annual report; and (11) other matters as considered necessary. Further, we are responsible for ensuring that the Board of Directors receives copies of certain written communications between us and management, including management representation letters and written communications on accounting, auditing, internal control or other matters.

Non-Attest Services

In connection with our audit, you have requested that we perform certain non-audit services necessary for the preparation of the financial statements. The GAS standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the Organization, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in combination with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed.

The Organization has agreed that Lakenna Booker possesses suitable skill, knowledge or experience and that the individual understands all the aforementioned non-audit services sufficiently to oversee them. Accordingly, the management of the Organization agrees to the following:

- The Organization has designated Lakenna Booker, as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
- The Organization will evaluate the adequacy and results of the services performed; and
- The Organization accepts responsibility for the results and ultimate use of the services.

The scope of the aforementioned non-audit services does not constitute an audit under GAS. GAS require that we establish an understanding with the Organization's management and those charged with governance of the objectives of the non-audit services, the services to be performed, the Organization's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this Agreement documents that understanding.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation thereof have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

Tax Services

If applicable, income tax services will be covered under a separate engagement letter.

Reporting Deadline

We will work diligently to meet any financial reporting deadline that the Organization may have. However, due to the nature of our work, we cannot be responsible for any late financial statements that result from factors beyond our control.

As discussed herein, the engagement contemplated by this Agreement anticipates a certain level of assistance and cooperation by Organization personnel. This is an essential condition to our completion of the engagement, and will permit us to conduct our work effectively and efficiently. Failure by your personnel to do so on a timely and accurate basis could result in the Organization being unable to meet the deadline referenced in the preceding paragraph, prevent us from completing the engagement, and/or may be grounds for suspension of our services or our withdrawal from this engagement.

Professional Fees

Our fees will be based on the actual time required at our standard hourly rates (see enclosure). In addition to professional fees, our invoices will include any travel and other out-of-pocket expenses related to the engagement. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the work. Our invoices for services are due when rendered, and interim billings may be submitted (usually on a monthly basis) as work progresses and expenses are incurred. Invoices are considered past due thirty days

after the invoice date. Past due invoices are subject to the lesser of our current monthly late charge (1.25% per month), which is subject to change, or the maximum charge permitted by applicable law. Failure to remit payment for past due services may result in deferral of further work or termination of our engagement. In the event that collection procedures are required, the Organization agrees to be responsible for all expenses of collection including related attorneys' fees.

If additional time is required and/or the fieldwork is interrupted or postponed due to the Organization being unprepared thereby causing lost time, there may be additional charges billed at our regular rates.

We estimate professional fees as follows (excluding out-of-pocket expenses):

1. One Year Contract:

\$18,995 for the period July 1, 2019 through June 30, 2020; **OR**

2. Two Year Contract:

\$17,995 for the period July 1, 2019 through June 30, 2020; and
\$18,995 for the period July 1, 2020 through June 30, 2021; **OR**

3. Three Year Contract:

\$15,995 for the period July 1, 2019 through June 30, 2020;
\$17,995 for the period July 1, 2020 through June 30, 2021; and
\$18,995 for the period July 1, 2021 through June 30, 2022.

Our fee estimate for these services is contingent upon the Organization providing all necessary schedules, drafting the financial statements, and supporting documents requested by Squar Milner. The fee estimate is based on anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the audit. The above fees are also based on our knowledge of the Organization's current business activities, and any additional hours will be billed at our standard hourly rates. If significant additional time is necessary, we will keep the Organization's management informed of any problems we encounter, and our fees will be adjusted accordingly.

As stated above, our invoices for services are due when rendered, but in no case are the fees for audit services payable any later than the following: one-third of the above fee estimate upon acceptance of this engagement letter, one-third of the then-current estimate of the total fees upon completion of our fieldwork, and the balance of all fees incurred prior to the issuance of our audit report. If our fees are not paid in full, Squar Milner reserves the right to not issue any report as a result of this engagement. In the event that our fieldwork is never completed and/or

our audit report is not issued (for any reason), all invoiced fees are nevertheless payable by the Organization.

The Company may terminate our services at any time, with or without cause. However, the Company shall still be required to pay our invoices for services rendered up through the date of termination. We may terminate or suspend our services at any time for any reason including, but not limited to, non-payment of our fees or by reason of professional considerations, which in our judgment make it inappropriate to continue the engagement.

This agreement may be cancelled on 30 days' written notice by either you or our firm. Any unpaid fees for any services provided through the date of cancellation are due immediately upon cancellation. For multi-year agreements cancelled early, a termination fee equal to the difference in the multi-year discounted fee paid versus the shorter term higher fee quoted above is due upon termination. For example, if a three-year contract is signed and you cancel after the first year's audit, an additional \$3,000 would be due at cancellation (\$18,995 - \$15,995).

Disputes

With the sole exception of a fee dispute of less than \$50,000 (referenced below), any dispute, claim, controversy, complaint or cross-complaint in any manner arising from or related to, or asserted as an off-set against amounts charged under, this Agreement, shall be submitted to resolution by arbitration before the San Diego County, California office of JAMS/Endispute. Arbitration shall be binding and final. The arbitration shall be governed by JAMS' Comprehensive Arbitration Rules and Procedures. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees in excess of \$50,000, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury, as well as any right to appeal, and instead are accepting the use of binding arbitration for resolution. The arbitrator may, in the award, allocate in whole or in part the fees and costs of the arbitration, including the fees of the arbitrator, and order in whole or in part recovery of the reasonable attorneys' fees of the prevailing party. The arbitrator shall not have authority to award punitive damages, any claim for which is hereby waived. The arbitrator may not award non-monetary or equitable relief of any sort. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests. Judgment on the award may be entered by any court having appropriate jurisdiction.

For a dispute involving solely a dispute of fees of \$50,000 or less, we agree to resolve the matter in the Superior Court of San Diego County, California or Small Claims Court, whichever is appropriate (this exception shall not affect the fact that any other or additional dispute, claim, controversy, complaint or cross-complaint shall be arbitrated in accordance with the terms set forth above).

Other Limitations of Liability

The Organization and Squar Milner agree that no claim arising out of the services rendered pursuant to this Agreement shall be filed more than two years after the date of the audit or other report issued by Squar Milner or the date of this engagement letter if no report has been issued. Squar Milner's liability for any and all claims, damages and costs (including legal fees) of the Organization arising from this engagement is limited to the amount of fees paid by the Organization to Squar Milner for the services rendered under this engagement letter. In addition, without limiting the punitive damages waiver set forth in the "Disputes" section of this Agreement, the Organization expressly agrees to waive (among other damages) any and all punitive and exemplary damages in any proceeding.

During the course of providing the services described in this Agreement, Squar Milner will utilize information developed from the Organization's records. We will rely upon management for the accuracy and completeness of such records, as well as all other information supplied by management including verbal and written representations by management and their representatives. The Organization agrees to release, indemnify and hold Squar Milner, its partners, principals, employees, heirs, executors, personal representatives, successors and assigns harmless from any liability for any and all damages or costs (including legal fees) resulting from, in whole or in part, fraud caused by or participated in by management and/or from knowing misrepresentations by the Organization or its representatives.

The provisions in "Other Limitations of Liability" herein shall survive the termination of this Agreement.

Record Retention and Ownership of/Access to Workpapers

It is our Firm's policy to retain the workpapers (as defined below) related to this engagement for seven years after the related services have been performed. Squar Milner does not retain any original client records; so we will return such records (including any "supporting records," as defined below) to you at the completion of the services rendered under this engagement. We may request a signed itemized receipt in connection with delivering the records described in the preceding sentence. When such records are returned to you, it is the Organization's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Squar Milner shall be free to destroy our workpapers related to this engagement.

As defined by the AICPA, “workpapers” include (but are not limited to) audit programs, analytical audit/review schedules, and statistical sampling results, analyses and schedules prepared by Organization personnel at our request. The term workpapers also includes “audit documentation” as defined by the California State Board of Accountancy (the “State Board”). Based on the State Board’s regulations, “workpapers” do not include records which would ordinarily constitute part of your books and records and that are not otherwise available to the Organization. An example of the records described in the preceding sentence are “supporting records,” which are defined by the AICPA as information not reflected in the Organization’s books and records that is otherwise not available to you, with the result that the Organization’s financial information is incomplete without such documents. It is the responsibility of management to determine that all supporting records are properly reflected in the Organization’s books and records.

Engagement workpapers are the property of Squar Milner, and will not be provided to any third parties unless the Firm is required to do so by state or federal law and/or contractual agreement. In our sole discretion, upon your request, we may provide the Organization with copies of certain engagement workpapers (some or all of which may be redacted) if the Firm is reasonably compensated for the time and expenses incurred to retrieve and copy such documents. We are also entitled to charge a reasonable fee for accessing and copying Organization-provided records before returning them to you, and for copying supporting records before providing those documents to the Organization.

Subpoena or Summons for Information in Squar Milner’s Possession

If, in relation to pending or possible litigation, a regulatory investigation/informal inquiry, or an administrative, arbitration or similar proceeding to which the Firm is not a party, we receive a validly issued and enforceable subpoena or summons requesting that we (1) produce any of our workpapers or other documents in our possession relating to this (or a prior or future) engagement, (2) provide other information about any such engagement, and/or (3) testify about any such engagement, we will notify the Organization prior to responding to it if we are legally allowed to do so. If management does not take any legal action within the time permitted for us to respond, or if such action does not result in a judicial order protecting us from providing the requested documents and/or information, we may construe the inaction or failure as the Organization’s consent to comply with such request. Under these circumstances, we will release the requested documents and/or provide the requested information. In certain proceedings, an accountant-client privilege may exist. However, you agree that we are not under any obligation to assert such privilege to prevent the release of Organization information.

If the above occurs, our efforts in complying with such demands or requests will be deemed a separate engagement and accordingly we shall be entitled to compensation for our time and reimbursement of our reasonable out-of-pocket expenses (including any legal fees) in complying with any such demand or request. However, nothing discussed herein is intended to relieve us of

our duty (except as otherwise provided by applicable law) to observe the confidentiality requirements of the public accounting profession in the United States of America.

Other Matters

Squar Milner may mention the Organization's name and provide a general description of the engagement in the Firm's client lists and marketing materials.

This letter shall serve as the Organization's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between the Firm and the Organization and between the Firm and any outside specialists or other entities/persons engaged by either the Organization or the Firm. The Organization acknowledges that e-mail travels over the public Internet, which is not a secure means of communication; thus, the confidentiality of the transmitted information could be compromised through no fault of the Firm. The Firm will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of the transmitted information described in this paragraph. We are satisfied that applicable third-party service providers have appropriate procedures in place to reasonably prevent the unauthorized release of confidential information to others. When considered necessary, the Firm seeks to enter into confidentiality agreements with such third parties.

The Organization recognizes that Squar Milner has incurred a great deal of time and expense in acquiring and training its staff. In the event that the Organization hires (either as an employee or as an independent contractor) any Squar Milner employee who has worked on this engagement in the six-month period prior to the Organization's employment of that individual, the Organization agrees to pay Squar Milner 60% of that individual's projected first-year compensation with the Organization.

Squar Milner is a limited liability partnership comprised of both certified public accountants and certain partners and/or principals who are not currently licensed as CPAs. Such partners and principals may participate in the engagement to provide the services described in this engagement letter.

Squar Milner is a legally independent member of Allinial Global, an association of over 100 independent accounting and consulting firms. Allinial Global (formerly PKF North America) offers international support by connecting its member firms to providers and global networks of accounting firms worldwide. Neither the other member firms nor Allinial Global are responsible or accept any liability for the work or advice which Squar Milner provides to its clients. In signing and returning to us this engagement letter, you acknowledge and accept that such other member firms and Allinial Global do not owe the Organization any duty in relation to the work or advice

which we will from time to time provide to the Organization or are required to provide to the Organization.

Any provision of this Agreement that could otherwise impair the Firm's independence under the current rules of the AICPA is null and void. If any of the provisions in this Agreement are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

This engagement letter constitutes the complete and exclusive statement of agreement between Squar Milner and the Organization, superseding all proposals (both oral and written) and all other communications regarding the terms of the engagement between the parties. Except as expressly provided herein, this Agreement does not modify the terms or provisions of any other engagement letter for professional services issued by the Firm which was agreed to by the Organization before the date noted below.

We are available to meet with you and/or other members of management to discuss current business, operational, accounting and auditing matters affecting the Organization. Whenever you feel such meetings are desirable, please let us know. Subject to the independence requirements of our profession, we are prepared to provide services to assist you in any of these areas.

We appreciate this opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed duplicate original and return it to us.

Sincerely,



SQUAR MILNER LLP

James A. Rotherham, CPA
Partner
Audit and Assurance Services

[JR:bh:lb]

Enclosure

RESPONSE:

This letter correctly sets forth the understanding of **Memphis Merit Academy:**

Engagement Accepted – One Year Contract

By: _____

Title: _____

Date: _____

Engagement Accepted – Two Year Contract

By: _____

Title: _____

Date: _____

Engagement Accepted – Three Year Contract

By: _____

Title: _____

Date: _____



Schedule of Hourly Rates

(Effective January 1, 2020)

Partners	\$ 350.00 to \$650.00
Managers	\$ 220.00 to \$465.00
Seniors	\$ 165.00 to \$275.00
Account Managers	\$ 130.00 to \$320.00
Professional Staff	\$ 125.00 to \$295.00
Administration	\$ 50.00 to \$250.00

Administrative fees and out-of-pocket expenses apply in addition to the above hourly rate.

(Note: Rates are subject to change without notice)

April 15, 2019

MEMPHIS MERIT ACADEMY CHARTER SCHOOL
c/o Ms. Lakenna Booker
8460 Kamin Lane
Memphis, TN 38125

Re: Exempt Organization Tax Returns for the Years Ending June 30, 2020, 2021, and 2022

Dear Board of Directors:

We appreciate the opportunity to provide services to Memphis Merit Academy (the "Organization"). This letter is to confirm the terms of Squar Milner LLP's ("Squar Milner") engagement with you for the years as of and for the years ending June 30, 2020, 2021 and 2022, and to clarify the nature and extent of the services we will provide.

Summary of Our Services:

Our engagement will be designed to prepare annual information returns for Memphis Merit Academy for the years ending June 30, 2020, 2021 and 2022, and consulting services related thereto as requested, and such additional work as may be agreed to by the Organization and Squar Milner or as provided for in Exhibit A, which is incorporated herein by reference.

We will prepare these returns from information which you will furnish us. We will make no audit or other verification of the data submitted, although we may ask for a clarification of some of the information, or for additional information as we consider necessary. Our work in connection with the preparation of the annual income returns does not include any procedures designed to discover defalcations or other irregularities, should any exist.

We will use our judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

Most of the tax returns that we will prepare require signatures, under the penalties of perjury, of an officer of the Organization affirming that the tax returns and the accompanying schedules and statements are true, correct and complete to the best of his or her knowledge. The Organization is responsible for understanding and agreeing with the various amounts, computations and statements made in the tax returns before they are filed with the taxing authorities.

The Organization agrees to file, unaltered, the tax returns as prepared by Squar Milner on or before the due dates for the returns. In the event changes must be made by the Organization to the tax returns before filing, such changes may only be made with our written consent. The Organization also agrees to inform us in writing of any failure to timely file the tax returns.

Unless otherwise agreed with Squar Milner, the Organization will be responsible for preparation and filing of all other tax or information returns required to be filed with the authorities including, for example, city and county income or gross receipts filings, payroll tax filings, sales and use tax filings, information reporting filings, etc.

Fees and Billing Procedures:

The fees for our services will be based upon the amount of time required at our standard billing rates which are subject to change without notice (see attached Schedule of Hourly Rates at Exhibit B). In addition to our standard rates, we will also bill an amount that represents our standard charge for administration equal to 6% of the fees billed, plus out-of-pocket expenses, if any. Payments for services are due when rendered and interim billings may be submitted as work progresses and expenses are incurred. If payment is not received within 30 days from the date of invoice, such invoice will be considered past due. Past due invoices are subject to the lesser of our current monthly late charge (1.25% per month), which is subject to change, or the maximum charge permitted by applicable law. Failure to remit payment for past due services may result in deferral of further work or termination of agreement. In the event collection procedures are required, you are responsible for expenses of collection, including attorneys' fees.

We estimate professional fees as follows:

Preparation of the June 30, 2020 tax returns	\$1,595
Preparation of the June 30, 2021 tax returns	\$1,795
Preparation of the June 30, 2022 tax returns	\$1,895

Except as expressly provided herein, this engagement letter does not modify the terms or provisions of any other engagement letter for professional services which was agreed to prior to the date noted below. Any of the above provisions (or those included in the attached Exhibit A) is determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

We want to express our appreciation for this opportunity to work with you. If the foregoing fairly sets forth your understanding, please sign this letter in the space indicated and return it to our office.

If you have any questions or comments regarding the terms of this Agreement, please do not hesitate to contact us.

Sincerely,

SQUAR MILNER LLP



James A. Rotherham

Partner

Audit and Assurance Services

JR:st:lb

Enclosures

RESPONSE:

This letter correctly sets forth the understanding of **Memphis Merit Academy:**

Signature

Date

Name

Title



EXHIBIT A

The following terms and conditions set forth below in this Exhibit are in addition to those set forth in the previous pages and are part of this Agreement entered into between you and Squar Milner.

Additional Services:

From time to time, the Organization may request Squar Milner to provide services outside the scope of these tax return preparation services that may not be significant enough to require a separate agreement ("Additional Services"). Subject to our agreement, Squar Milner will provide Additional Services necessary to respond to matters presented to us by the Organization, or matters we bring to the attention of the Organization for which the Organization agreed Squar Milner should provide assistance. The following illustrates the nature of the Additional Services intended to be covered by this Agreement:

- **Recurring tax consulting services**

We will provide advice, answers to questions and/or opinions on tax planning or reporting matters, including research, discussions, preparation of memoranda and attendance at meetings relating to such matters, as mutually determined to be necessary. We caution you that tax rules change frequently. For this reason, an opinion or advice expressed in connection with a transaction on a specific date may not apply to a similar transaction at a later date. You should ask us to reevaluate the situation each time a transaction is proposed.

- **Matters involving tax authorities**

We will provide advice and/or assistance with respect to matters involving the Internal Revenue Service or other tax authorities on an as-needed or as-requested basis.

These examples are not meant to limit the Additional Services we may provide to the Organization under the terms of this Agreement. We will keep you fully apprised of the nature of any Additional Services we are providing under this Agreement. All related periodic billings (under the terms and conditions described herein) will describe the Additional Services rendered during the period.

Confidential Communications:

Federal law has extended the attorney-client privilege to some, but not all, communications between a client and the client's CPA. The privilege applies only to non-criminal tax matters that are before the IRS or brought by or against the U.S. Government in a federal court. The communications must be made in connection with tax advice. Communications solely concerning the preparation of a tax return will not be privileged.

In addition, your confidentiality privilege can be inadvertently waived if you discuss the contents of any privileged communication with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing any privileged information to a third party.

If we are asked to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had the opportunity to argue that the communication is privileged. You agree to pay any and all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communication as privileged.

Privacy and Electronic Communications:

This letter shall serve as your authorization for the use of e-mail and other electronic methods to send and receive information, including confidential information, between Squar Milner and the Organization and between Squar Milner and any outside specialists or other entities/persons engaged by either the Organization or Squar Milner. The Organization acknowledges that e-mail travels over the public internet, which is not always a secure means of communication; thus, the confidentiality of the transmitted information could be compromised through no fault of ours. We will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of the transmitted information described in this paragraph.

In accordance with federal law, absent your written consent, with respect to your tax return information, we will not disclose this information to third parties for purposes other than the preparation and filing of your tax return(s).

By executing this engagement letter, you consent to Squar Milner using your tax return information to send you, by any medium: firm newsletters, surveys, press releases, information concerning firm seminars and nontax-related services, and any other communication sent to some or all of the firm's clients. This consent shall be valid for five years and is not conditioned on our providing services to you.

Record Retention:

It is our policy to keep records related to this engagement for seven (7) years. However, Squar Milner does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

The Organization is required to maintain and retain adequate documentation to support the tax returns as filed as penalties can be imposed by taxing authorities for the failure to produce adequate documentation supporting the items included in a tax return.

Subpoena or Summons for Information in Squar Milner's Possession:

If, in relation to pending or possible litigation, a regulatory investigation/informal inquiry, or an administrative, arbitration or similar proceeding to which Squar Milner is not a party, we receive a validly issued and enforceable subpoena or summons requesting that we (1) produce any of our workpapers or other documents in our possession relating to this (or a prior or future) engagement, (2) provide other information about any such engagement, and/or (3) testify about any such engagement, we will notify the Organization prior to responding to it if we are legally allowed to do so. If the Organization does not take any legal action within the time permitted for us to respond, or if such action does not result in a judicial order protecting us from providing the requested documents and/or information, we may construe the inaction or failure as your consent to comply with such request. Under these circumstances, we will release the requested documents and/or provide the requested information.

If the above occurs, our efforts to comply with such demands or requests will be deemed a separate engagement and accordingly we shall be entitled to compensation for our time and reimbursement of our reasonable out-of-pocket expenses (including any legal fees) in complying with any such demand or request. However, nothing discussed herein is intended to relieve us of our duty (except as otherwise required by applicable law) to observe the confidentiality requirements of the public accounting profession in the United States of America.

Limiting Language:

In recognition of the relative risks and benefits of this agreement to both you and Squar Milner, you agree, to the fullest extent permitted by law, that Squar Milner will not be liable for any and all claims, losses, costs and damages of any nature whatsoever arising out of or in connection with any services provided to you in an amount greater than the amount of fees actually paid to us with respect to the services directly relating to and forming the basis of such claim, loss, cost or damage. Furthermore, in no event shall we be liable to you for punitive damages in connection with services provided.

During the course of the services described above, Squar Milner will utilize information developed from your records. We will rely upon you for the accuracy and completeness of its records, as well as all other information supplied by you, including oral and written representations by you and your representatives. You agree to release, indemnify, and hold Squar Milner, its partners, heirs, executors, personal representatives, successors and assigns, harmless from any liability for any damages or costs, including attorney fees resulting from, in whole or part, fraud caused by or participated in, or from knowing misrepresentations by the Organization and its representatives.

Tax returns are subject to audit and possible challenge by the taxing authorities, which may result in additional assessments of tax, interest and, in certain cases, penalties. You understand that we do not assume responsibility for such assessments nor for resulting taxes, penalties and interest. Should your tax return be selected for audit, or if there are other notices or communications questioning items on your return, we will be pleased to assist you in discussions with these authorities. We will invoice you separately for this service.

Termination of Services:

The Organization may terminate our services at any time, with or without cause. However, the Organization shall still be required to pay our invoices for services rendered up through the date of termination. We may terminate or suspend our services for non-payment of our fees or by reason of professional considerations, which in our judgment make it inappropriate to continue the engagement.

Fee Disputes:

With the sole exception of a fee dispute of less than \$50,000 (referenced below), any dispute, claim, controversy, complaint or cross-complaint in any manner arising from or related to, or asserted as an off-set against amounts charged under, this agreement, shall be submitted to resolution by arbitration before the San Diego County office of JAMS/Endispute. Arbitration shall be binding and final. The arbitration shall be governed by JAMS' Comprehensive Arbitration Rules and Procedures. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees in excess of \$50,000, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury, as well as any right to appeal, and instead are accepting the use of binding arbitration for resolution. The arbitrator may, in the award, allocate in whole or in part the fees and costs of the arbitration, including the fees of the arbitrator, and order in whole or in part recovery of the reasonable attorneys' fees of the prevailing party. The arbitrator shall not have authority to award punitive damages, any claim for which is hereby waived. The arbitrator may not award non-monetary or equitable relief of any sort. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable

opportunity to protect their interests. Judgment on the award may be entered by any court having appropriate jurisdiction.

For a dispute involving solely a dispute of fees of \$50,000 or less, we agree to resolve the matter in the Superior Court of San Diego County or Small Claims Court, whichever is appropriate (this exception shall not affect the fact that any other or additional dispute, claim, controversy, complaint or cross-complaint shall be arbitrated in accordance with the terms set forth above).

Other Matters:

Please be aware that the tax services described in this letter are not an engagement for a formal written tax opinion. Any tax advice that we provide, unless pursuant to a formal written tax opinion that is on our letterhead and is identified as a formal tax opinion, constitutes informal tax advice based upon such information you have provided or that we have obtained without the formalities of written representations or other verification, and without authoritative research or consultation with legal and other tax experts on our part. Informal tax advice is not to be used for the purpose of avoiding tax penalties or for the purpose of promoting, marketing or recommending to another party any transaction or matter upon which we may provide informal advice. We will be pleased to prepare a formal, written tax opinion at your request, but only after we reach a formal written agreement in an engagement letter expressly written for that purpose that identifies the intended use of the formal tax opinion. We will require that you countersign and return to us any such Engagement Letter before we undertake to provide a formal written tax opinion.

The Internal Revenue Code and regulations impose preparation and disclosure standards with non-compliance penalties on both the preparer of a tax return and on the taxpayer. To avoid exposure to these penalties, it may be necessary in some cases to make certain disclosures to you and/or in the tax return concerning positions taken on the return that don't meet these standards. Accordingly, we may discuss tax positions that may increase the risk of exposure to penalties and any recommended disclosures with you before completing the preparation of the return. If we conclude that we are obligated to disclose a position and you refuse to permit the disclosure, we reserve the right to withdraw from the engagement and you agree to compensate us for our services through the date of withdrawal. Our engagement with you will terminate upon our withdrawal.

The IRS and certain State taxing authorities permit you to authorize us to discuss, on a limited basis, aspects of your return with the IRS, or that certain State authority, for a one-year period after the return's due date. Your consent to such discussion is evidenced by checking a box on the applicable return. Unless you tell us otherwise, we will check the box authorizing the IRS and any applicable State taxing authority to discuss your return with us.

The Organization and any of its affiliates recognize that Squar Milner has incurred a great deal of time and expense in acquiring and training its staff. If the Organization or any of its affiliates hires (either as an employee or as an independent contractor) any Squar Milner employee who has worked on this engagement in the six-month period prior to hiring, the Organization will pay Squar Milner 60% of that employee's projected first year compensation upon hire of the Squar Milner employee.

Squar Milner is a limited liability partnership comprised of both certified public accountants and certain principals who are not currently licensed as CPAs. Such principals may provide some or all of the services described in this engagement letter.

Squar Milner is a legally independent member of Allinial Global, an association of over 100 independent accounting and consulting firms. Allinial Global (formerly PKF North America) offers international support by

connecting its member firms to providers and global networks of accounting firms worldwide. Neither the other member firms nor Allinial Global are responsible or accept any liability for the work or advice which Squar Milner provides to its clients. In signing and returning to us this engagement letter, you acknowledge and accept that such other member firms and Allinial Global do not owe the Company any duty in relation to the work or advice which we will from time to time provide to the Company or are required to provide to the Company.



Schedule of Hourly Rates

(Effective January 1, 2019)

Partners	\$ 350.00 to \$675.00
Managers	\$ 230.00 to \$435.00
Seniors	\$ 165.00 to \$275.00
Account Managers	\$ 155.00 to \$255.00
Professional Staff	\$ 125.00 to \$280.00
Administration	\$ 50.00 to \$250.00

Administrative fees and out-of-pocket expenses apply in addition to the above hourly rate.

(Note: Rates are subject to change without notice)



Quote #Q-00107191

37 Months Term

TODAYS QUOTE TOTAL FOR 1 LOCATION(S)

Recurring	Non-Recurring	Recurring Taxes & Fees	Equipment Sales Tax	Shipping	Due Today
\$228.00	\$ 670.00	\$94.89	\$64.43	\$26.54	\$797.09

Summary by Product

Recurring	Quantity	Base Price	Total
X Series - X2	3	\$25.00	\$75.00
Base Number	1	\$0.00	\$0.00
X Series - X1	9	\$17.00	\$153.00
Non- Recurring			
8x8 Implementation Plus	1	\$0.00	\$0.00
Polycom VVX 311	3	\$80.00	\$240.00
Polycom VVX 201	7	\$50.00	\$350.00
Obihai OBi 300 1 port SIP ATA	2	\$40.00	\$80.00
Subtotal			\$898.00

**Limited Time Offer:
One Month Free of
Services
Save \$ 228.00**

Quote Expires
4/30/2019

Memphis Merit Academy Charter
School
4775 american way
memphis, tn 38118

Betty McCline
9014222996
bmccline@memphismeritacademy.org

Your 8x8 Representative

TonyDeale
tony.deale@8x8.com
408 824 7110

Today's Total
\$797.09

Monthly Total
\$322.89



Quote #Q-00107191

37 Months Term

4775 American Way, Memphis, TN, USA, 38118

Description	Quantity	Unit Price	Recurring	Due Today
X Series - X2	3	\$ 25.00	\$ 75.00	\$ 0.00
Base Number	1	\$ 0.00	\$ 0.00	\$ 0.00
X Series - X1	9	\$ 17.00	\$ 153.00	\$ 0.00
8x8 Implementation Plus	1	\$ 0.00	\$ 0.00	\$ 0.00
Polycom VVX 311	3	\$ 80.00	\$ 0.00	\$ 240.00
Polycom VVX 201	7	\$ 50.00	\$ 0.00	\$ 350.00
Obihai OBi 300 1 port SIP ATA	2	\$ 40.00	\$ 0.00	\$ 80.00
Subtotal			\$ 228.00	\$ 670.00
Shipping Ground -- Delivery Estimate 5/1/2019				\$ 26.54
Regulatory Fees				
Regulatory Recovery Fee			\$ 24.00	\$ 0.00
E911 Service Fee			\$ 12.00	\$ 0.00
Taxes and Surcharges				
State 911 Fee			\$ 13.92	\$ 13.92
Universal Service Surcharge			\$ 21.33	\$ 0.00
Tennessee State and Local Sales Tax			\$ 23.64	\$ 86.63
Total Fees, Taxes and Surcharges			\$ 94.89	\$ 100.55
Location Total			\$ 322.89	\$ 797.09



Quote #Q-00107191

37 Months Term

REGULATORY FEES

We charge these fees on all voice and fax services in the U.S. and Canada. These are not government-mandated charges. **E911 Service Fee.** Defrays our costs for E911 service and access to related emergency service systems. **Regulatory Recovery Fee (RRF).** Defrays our compliance costs related to industry-specific regulations, including mandatory fund contributions, reporting requirements and processing law enforcement and other official requests.

TAXES AND SURCHARGE

Some quotes include estimates of taxes and (where applicable) USF surcharges. Tax estimates are determined based on the service or shipping address shown. **Universal Service Fund (USF).** This is a cost-recovery charge for our contributions to universal service funds that promote access to telecom services in rural areas. It is customary industry practice to pass these costs through to customers. **E911 Surcharge/Tax.** Some states and provinces assess E911 and/or 911 taxes on telecom services, to support local emergency services programs. This is separate from the E911 Service Fee.

SHIPPING

Shipping dates are estimates only. Actual shipping dates may vary depending on when the order is placed.

DRAFT

Quoted To:





Memphis Merit Academy





8460 Kamin Lane
Memphis, TN 38125
United States


Phone (901) 240-1009

QUOTE #	AAAQ5144
DATE	Apr 30, 2019
EXP DATE	May 30, 2019
TERMS	Due Upon Receipt
TICKET #	
DESCRIPTION	Interactive Projectors

This quote is valid for a period of 30 days. The balance of hardware and software is due at the time the order is placed. Travel expenses are not included as a part of this quote and will be invoiced under separate cover. The remaining balance is due upon completion. No refunds or exchanges will be accepted on special order items. WIRED! thanks you for the opportunity to provide this quote and looks forward to serving you!

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Interactive Projector & Wall Mounted Speakers			
 Epson BrightLink 695Wi Ultra Short Throw LCD Projector - 1280 x 800 - Front - 10000 Hour Economy Mode - WXGA - 3500 lm Touch-based WXGA ultra short-throw interactive display for classrooms. Transform your classroom into a collaborative learning space with the BrightLink 695Wi ultra short-throw WXGA interactive display. Featuring 3,500 lumens of color and white brightness, the 695Wi delivers a dynamic, easy-to-read display up to 100" - from as close as 11" away. Turn almost any wall or existing whiteboard into an interactive workspace with touch-based interactivity - up to six users at once. Wirelessly display content from a variety of devices - including Chromebooks - using the Epson iProjection™ App with Moderator device management software. Plus, it includes a 1-year subscription to the SMART Learning Suite. Projection System: High-aperture Epson 3-chip 3LCD technology Native Resolution: WXGA (1280 x 800) HD widescreen Color Brightness: 3500 lumens White Brightness: 3500 lumens	8	\$1,690.00	\$13,520.00
 Epson ELPS02 2.0 Speaker System - 30 W RMS - White - 80 Hz - 20 kHz Engage your classroom with 30 W of powerful sound with this speaker set. Use the ELPS02 active speakers (with built-in amplifiers) to enable all students in the room to clearly hear your lesson, enhancing the learning experience. The ELPS02 speakers can be easily mounted on the wall and can be used with any Epson projector with or without the PowerLite Pilot.	8	\$129.00	\$1,032.00
Elmo - Document Camera			
Elmo MX-P VISUAL PRESENTER The MX-P delivers the smoothest true-to-life, high quality image with no delay. It is the first document camera on the market capable of 16x digital zoom at 4K resolution, capturing video in True 4K at 30fps or Full HD at 60fps.	8	\$414.23	\$3,313.84
Mounts & Cabling Materials			
 Epson V12H777020 Wall Mount for Projector Affordable Classroom Mounting Solution Designed exclusively for use with Epson PowerLite/BrightLink 47X, 48X, 5XX/6XX, and BrightLink Pro series ultra-short throw projectors, this wall mount offers an easy, affordable solution for integration with a variety of interactive or standard dry erase whiteboards. The wide mounting plate and telescopic extension arm offer convenient and flexible installation from 53 - 100", while the vertical and horizontal adjustments provide easy image alignment. And, when your ultra-short throw projector is attached to the wall mount, there is less shadow interference and glare, which ensures a more optimal presenting and viewing experience.	8	\$109.00	\$872.00
 C2G Short Range HDMI Over Cat5 Extender - Wall Plate To Box - 1 Input Device - 1 Output Device - 164 ft Range - 4 x Network (RJ-45) - 1 x HDMI In - 1 x HDMI Out - Full HD - 1920 x 1080 - Category 6 - Wall Mountable The Short Range HDMI over Cat5 Extender is an ideal solution for an application where the HDMI source is placed at a distance from the display that is greater than the average 50 foot length limitation of a HDMI cable. Extending a HDMI signal over Cat5 cables allows for utilization of existing Cat5 cable infrastructure for a cost-effective and reliable in-wall	8	\$147.01	\$1,176.08

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<p>installation.</p> <p>With our HDMI over Cat5e Extender, a display can be placed across the room, in another room, or on another floor while the source remains in a convenient, secure location. This solution is HDCP™ compatible.</p> <p>Note: This solution includes one power adapter which must be connected to the receiver for proper operation. The transmitter is designed to draw power from the HDMI source device. Some HDMI source devices are unable to output the power required for the transmitter to function which results in no image being displayed. In those instances, an HDMI Voltage Inserter (42223 or 42236) may be required. Cat6 cables may also be used for a maximum extension of 130 feet.</p>			
<p>C2G 10ft High Speed HDMI Cable with Ethernet - HDMI for Audio/Video Device - 10 ft - 1 x HDMI Digital Audio/Video - 1 x HDMI Digital Audio/Video</p>  <p>The C2G High Speed HDMI with Ethernet Cable is perfect for home theater or desktop audio video applications requiring high speed HDMI features and video resolutions up to 1080p. The Ethernet capabilities of the cable allow a user to connect multiple Ethernet enabled HDMI devices through a single Ethernet connection for accessing interactive online content or updating device firmware.</p> <p>4K@50/60, (2160p), which is 4 times the clarity of 1080p/60 video resolution 3D video, Deep Color and x.v. Color™ Dolby® True HD, DTS-HD Master Audio and up to 32 audio channels for a multi-dimensional immersive audio experience Up to 1536kHz audio sample frequency for the highest audio fidelity Simultaneous delivery of dual video streams to multiple users on the same screen Simultaneous delivery of multi-stream audio to multiple users (up to 4) Support for the wide angle theatrical 21:9 video aspect ratio Dynamic synchronization of video and audio streams CEC extensions for control of consumer electronics devices through a single control point</p>	8	\$8.75	\$70.00
<p>C2G 1m High Speed HDMI Cable with Ethernet (3.3ft) - HDMI for Audio/Video Device - 3.28 ft - 1 x HDMI Male Digital Audio/Video - 1 x HDMI Male Digital Audio/Video - Black</p>  <p>The C2G High Speed HDMI with Ethernet Cable is perfect for home theater or desktop audio video applications requiring high speed HDMI features and video resolutions up to 1080p. The Ethernet capabilities of the cable allow a user to connect multiple Ethernet enabled HDMI devices through a single Ethernet connection for accessing interactive online content or updating device firmware. Experience the latest HDMI features including:</p> <p>4K@50/60, (2160p), which is 4 times the clarity of 1080p/60 video resolution 3D video, Deep Color and x.v. Color?</p> <p>Dolby? True HD, DTS-HD Master Audio and up to 32 audio channels for a multi-dimensional immersive audio experience</p> <p>Up to 1536kHz audio sample frequency for the highest audio fidelity</p> <p>Simultaneous delivery of dual video streams to multiple users on the same screen</p> <p>Simultaneous delivery of multi-stream audio to multiple users (up to 4)</p> <p>Support for the wide angle theatrical 21:9 video aspect ratio</p> <p>Dynamic synchronization of video and audio streams</p> <p>CEC extensions for control of consumer electronics devices through a single control point</p> <p>This fully-functional, high bandwidth cable is tested to perform at industry standards and is backed by a lifetime warranty.</p> <p>Note: Both the source device and display must support a HDMI feature in order to pass that feature through this cable</p>	8	\$6.77	\$54.16
Cat6 Cable	8	\$18.12	\$144.96
Speaker Cable	8	\$9.82	\$78.56
<p>C2G 1-Port USB 1.1 Superbooster Dongle RJ45 Female to USB B Male - Receiver - 10" - Type B Male USB - RJ-45 Female Network - Black</p>  <p>One component of a complete solution that, when paired with a transmitter (sold separately), conquers USB length limits. This solution extends the signal of a USB device to a host computer up to 150 feet, enabling you to place your USB projector, camera, printer, web cam, hub or other USB device exactly where you want it! Our USB extender dongle is powerful yet simple, with no drivers to install or special software required. It's also compatible with any computer that supports USB.</p>	8	\$42.36	\$338.88
<p>C2G USB 1.1 Keystone Extender Insert - Transmitter</p>  <p>One component of a complete solution that, when paired with a receiver conquers USB length limits. This USB Keystone Extender extends the signal of a USB device to a host computer up to 150 feet, enabling you to place your USB projector, interactive white board, camera, printer, web cam, hub or other USB device exactly where you want it.</p>	8	\$47.39	\$379.12

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
C2G Decorative Style Cutout with Four Keystone Double Gang Wall Plate - White - 2-gang - White - Metal  <p>Bring voice, data, audio and video together in one wall plate. With its smooth face and rounded edges, this wall plate is ideal for commercial wiring, and adds style and function to any wiring system. The wall plate fits standard NEMA wall boxes and openings, and mounts to any electrical or surface mount box. Compatible with decorative switches, wall plates, receptacles, inserts and GFCI receptacles. Use this wall plate with multimedia inserts, networking and audio/video applications. The included keystone bezels will work with most brands of keystone inserts including Leviton®, L-com®, NetKey®, ADC Krone, Hellermann Tyton, and Allen Tel.</p>	8	\$8.40	\$67.20
Professional Services			
Labor Hour - Cabling & Installation - Intuition Discount Rate (4 hours per interactive projector)	32	\$90.00	\$2,880.00

*Total does not include roundtrip fuel charge or lodging
 **All labor is estimated and will be billed at actual

Terms:
 1. WIRED! extends manufacturer warranties on all products and 90 days on labor.
 2. Any and all changes to this quotation/contract must be in writing and signed by an authorized representative of WIRED to be effective.
 3. Any and all estimates of installation and delivery time are estimates only. While WIRED seeks to timely deliver items as estimated, there are often delays that out of our control for which we cannot be responsible.
 4. Customer must notify WIRED! within seven business days of any defect in installation.
 5. Customer agrees to provide WIRED with a final punch list on any installation within 7 business days of any installation.
 6. Any seal broken on any product automatically voids WIRED and Manufacturer warranties.
 7. All payments are to be made by company check made payable to WIRED! Technology Partners. Invoice total reflects a cash/check discount of 3.5%. Discount will be removed for payments made by credit card.

SUBTOTAL	\$23,926.80
SALES TAX	\$0.00
TOTAL	\$23,926.80

To accept this quotation, sign here and return:

I authorize the approval of this quote and agree to pay the balance of hardware/software at this time and the remaining balance upon completion.

Quoted To:



Memphis Merit Academy





8460 Kamin Lane
Memphis, TN 38125
United States


Phone (901) 240-1009

QUOTE #	AAAQ5123
DATE	Apr 16, 2019
EXP DATE	Apr 17, 2019
TERMS	Due Upon Receipt
TICKET #	
DESCRIPTION	INF

This quote is valid for a period of 30 days. The balance of hardware and software is due at the time the order is placed. Travel expenses are not included as a part of this quote and will be invoiced under separate cover. The remaining balance is due upon completion. No refunds or exchanges will be accepted on special order items. WIRED! thanks you for the opportunity to provide this quote and looks forward to serving you!

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Server			
DELL PowerEdge R340 Server Intel® Xeon® E-2126G 3.3GHz, 12M cache, 6C/6T, turbo (80W) (2) 8GB 2666MT/s DDR4 ECC UDIMM PERC H330 RAID Controller, Adapter (4) 1TB 7.2K RPM SATA 6Gbps 512n 3.5in Hot-plug Hard Drive On-Board Broadcom 5720 Dual Port 1Gb LOM iDRAC9 Basic ReadyRails™ Static Rails for 2/4-post Racks (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America Dual, Hot-plug, Redundant Power Supply, 350W 3 Years, Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 Next Business Day Onsite	1	\$2,247.87	\$2,247.87
Microsoft Windows Server 2019 Standard - License - 2 Core - Academic, Volume - Microsoft Open License for Academic - Single Language - PC	8	\$29.84	\$238.72
Chromebooks & Cart			
Lenovo 300e Chromebook 81H00000US 11.6" Touchscreen 2 in 1 Chromebook - 1366 x 768 - M8173C - 4 GB RAM - 32 GB Flash Memory - Black - Chrome OS - Imagination Technologies PowerVR GX6250 - In-plane Switching (IPS) Technology - 10 Hour Battery Run Time  <i>Lenovo 300e Chromebook</i> <i>Flexible and interactive, just like education</i> <i>This 11.6" 2-in-1 Chromebook offers the versatility of a 360-degree hinge and 10-point multitouch technology. The 300e bends into four different modes - Laptop, Tablet, Tent, or Stand - to offer customized ways to plan, teach, learn, and engage. And students can interact with its screen the way they're used to interacting with most devices - through touch.</i>	125	\$249.57	\$31,196.25
Google MGMT License	125	\$25.00	\$3,125.00
Anthro YES36 Charging Cart for Mini-laptops - 3 Shelf - 180.56 lb Capacity - 4 Casters - 4" Caster Size - Wood, Thermoplastic, Vinyl, Laminate, Steel - 28.8" Width x 25" Depth x 41.5" Height - White, Gray - For 36 Devices  <i>With YES Carts, one size fits all: up to 36 Chromebooks, Ultrabooks or MacBooks with screen sizes up to a 13"-even some at 14"-will fit in this highly adaptable charging cart. Set the cart's bay width and shelf height for your device, then reconfigure when it's time for new devices. All this in a space-saving footprint and with a Lifetime Warranty. The YES Cart truly is the last charging cart you'll ever buy.</i>	4	\$1,367.04	\$5,468.16
Headphones			

DESCRIPTION		QTY	UNIT PRICE	TOTAL PRICE
 <p>Koss ED1TC Headphone - Stereo - Wired - 32 Ohm - 100 Hz 20 kHz - Over-the-head - Binaural - Ear-cup - 4 ft Cable</p> <p><i>Ideal for schools, libraries and training departments, this stereophone incorporates a plastic ear cushion that allows easy cleaning and maximum durability in multiple user environments. Formed from highly durable ABS plastic, the ear cushion creates a seal and vacuum to the ear that reduces ambient noise interference and leakage so that the sound comes through loud and clear.</i></p>		120	\$7.11	\$853.20
Staff Laptop Office				
Microsoft Office 2019 Standard - License - 1 PC - Academic, Volume - Microsoft Open License for Academic - Single Language - Mac		11	\$59.68	\$656.48
Office Manager				
 <p>Dell OptiPlex 3000 3060 Desktop Computer - Intel Core i5 (8th Gen) i5-8500 3 GHz - 8 GB DDR4 SDRAM - 500 GB HDD - Windows 10 Pro 64-bit (English/French/Spanish) - Small Form Factor - DVD-Writer DVD±R/±RW - Intel UHD Graphics 630 Graphics - English Keyboard - HDMI - 8 x Total USB Port(s)</p> <p><i>Critical to your success</i> <i>Essential business desktops with best-in-class versatility, security and manageability in a space-saving design. With 8th gen Intel® Core™ Processors.</i> <i>Operating System</i> <i>Available with Windows 10 Pro- for a smooth, versatile PC experience.</i> <i>The desktop reimagined</i> <i>OptiPlex has 25 years of experience delivering customer-led innovation for desktops by continuously adapting to the way you work. Now featuring versatile, space-saving form factors and 8th generation Intel® Processors to unleash your full potential.</i> <i>Fit for the way you work</i> <i>Efficiency without limits: Ideal for education environments and call centers, these desktops come with the same reliability and space-saving benefits you've come to expect. Easy to maintain and mount, these essential desktops push productivity without getting in your way. Adjusted to your needs: The OptiPlex Small Form Factor All-in-One Stand provides the aesthetics of an all-in-one with the ultimate display flexibility your work demands.</i> <i>Uncompromising productivityPower your workday: 8th generation Intel® Core™ Processors drive your workday like never before. Push your productivity: Optional Intel® Optane™ Memory turns even the small, routine tasks into huge productivity gains, launching browsers and opening files faster and smoother than ever.</i></p>		1	\$736.64	\$736.64
 <p>Dell E2417H 24" LED LCD Monitor - 16:9 - 8 ms - 1920 x 1080 - 16.7 Million Colors - 250 Nit - Full HD - VGA - DisplayPort - 22 W - ENERGY STAR, RoHS, TCO Certified Displays, TUV Rheinland</p> <p><i>An everyday office essentialMaximize workplace productivity with a monitor designed to meet your business needs.</i> <i>Screen performance: View your applications, spreadsheets and more on 23.8 inches of 1920x1080 Full HD clarity. Work comfortably: Optimize eye comfort and reduce harmful blue light emissions with ComfortView and a flicker free screen. Brilliant at every angle: See consistent colors across an ultrawide 178&deg;/178&deg; viewing angle with in-plane switching technology. Superb usabilityCreate a workspace that fits your desired specifications. Convenient controls: Easily access buttons for power, brightness, contrast and customizable preset modes on the monitor's front panel. Versatility included: Get the flexibility to configure your monitor with various mounts and stands for evolving office requirements. Tilt at will: Work comfortably by tilting the monitor 5&deg; forward or 21&deg; backward. Plug and view: The monitor is compatible with most legacy and current PCs via VGA and DisplayPort connectivity. Work comfortably: Optimize eye comfort and reduce harmful blue light emissions with ComfortViewReliable and eco-consciousEnjoy peace of mind with Dell services and an eco-conscious design from the world's top monitor brand.</i> <i>More from the Manufacturer</i></p>		1	\$149.09	\$149.09
Microsoft Office 2019 Standard - License - 1 PC - Academic, Volume - Microsoft Open License for Academic - Single Language - PC		1	\$62.39	\$62.39
 <p>Brother Business Color Laser Printer HL-L8360CDW - Duplex - Color Laser Printer - 33 ppm Mono / 33 ppm Color - Ethernet - Wireless LAN - USB 2.0</p> <p><i>Color laser printer with a color touch-screen display produces brilliant colors and sharp blacks to deliver the professional results required for business reports, brochures, presentations and correspondence. Whether you're printing a multi-page document or multiple copies of a single document, its fast print speed up to 33 pages per minute in both color and black means you won't waste time waiting for important printouts. Built-in wireless 802.11b/g/n and Gigabit Ethernet network interfaces allow you to easily setup, share and print from any connected computer or mobile device. Automatic duplex printing helps reduce your printing costs and produce professional two-sided prints. Advanced security features help protect against unauthorized access and control costs by restricting printing on a per-user or group basis. Printer also features 512MB standard memory, 800 MHz processor speed, 250-sheet adjustable paper tray, 50-sheet multipurpose tray, up to 2400 x 600 dpi resolution and more.</i> <i>More from the Manufacturer</i></p>		1	\$398.00	\$398.00
Admin Docs & Monitors				

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
OWC 14-PORT DOCK THUNDERBOLT 3 DOCK -SPACE GRAY	2	\$286.09	\$572.18
 <p>Dell E2417H 24" LED LCD Monitor - 16:9 - 8 ms - 1920 x 1080 - 16.7 Million Colors - 250 Nit - Full HD - VGA - DisplayPort - 22 W - ENERGY STAR, RoHS, TCO Certified Displays, TÜV Rheinland</p> <p>An everyday office essentialMaximize workplace productivity with a monitor designed to meet your business needs. Screen performance: View your applications, spreadsheets and more on 23.8 inches of 1920x1080 Full HD clarity.Work comfortably: Optimize eye comfort and reduce harmful blue light emissions with ComfortView and a flicker free screen.Brilliant at every angle: See consistent colors across an ultrawide 178°/178° viewing angle with in-plane switching technology.Superb usabilityCreate a workspace that fits your desired specifications. Convenient controls: Easily access buttons for power, brightness, contrast and customizable preset modes on the monitor's front panel.Versatility included: Get the flexibility to configure your monitor with various mounts and stands for evolving office requirements.Tilt at will: Work comfortably by tilting the monitor 5° forward or 21° backward.Plug and view: The monitor is compatible with most legacy and current PCs via VGA and DisplayPort connectivity.Work comfortably: Optimize eye comfort and reduce harmful blue light emissions with ComfortViewReliable and eco-consciousEnjoy peace of mind with Dell services and an eco-conscious design from the world's top monitor brand. More from the Manufacturer</p>	2	\$165.58	\$331.16
Keyboard/Mouse Combo	2	\$23.20	\$46.40
Visitor Management System			
<p>LobbyGuard</p> <p>Track your School's Visitors Installing LobbyGuard school visitor management in your school sends a message to all visitors that safety is a top priority. LobbyGuard school security systems are simple yet powerful solutions that streamline the visitor sign-in process. Track everyone who enters your campus and stop any threats at the door. LobbyGuard's system will make it easy for you to track sign in time, sign out time, reason for visit, who was visited, and much more.</p> <p>Run Background Checks on all Visitors Our kiosks and sign-in solutions come equipped with LobbyGuard Visitor Management software, which runs background checks on all who attempt to sign in to your school. Stop sex offenders, criminals, or make a custom list of banned individuals for your school.</p> <p>Simplify School Visitor Management Get rid of your paper sign in and visitor logging system. LobbyGuard offers a faster, smarter way to manage visitors and know who is in your school.</p> <p>LobbyGuard Optio Kiosk provides the flexibility of wi-fi and battery power with the full functionality of the LobbyGuard software platform. Tablet housing in White with sphere base.</p> <p>LobbyGuard Visitor Management Software Site License Renewal Yearly Subscription: This fee covers up to 5 LobbyGuard products per physical street address. Unlimited LobbyGuard Data Hosting. Access to LobbyGuard Technical Support. Access to the LobbyGuard Background Checking Services. New Product Features and Releases.</p> <p>LobbyGuard Printer Labels - 10 rolls per box / 250 badges per roll.</p>	1	\$3,740.00	\$3,740.00
Professional Services			
Installation & Configuration - No Charge (Intuition)	50	\$0.00	\$0.00

*Total does not include roundtrip fuel charge or lodging

**All labor is estimated and will be billed at actual

Terms:

1. WIRED! extends manufacturer warranties on all products and 90 days on labor.
2. Any and all changes to this quotation/contract must be in writing and signed by an authorized representative of WIRED! to be effective.
3. Any and all estimates of installation and delivery time are estimates only. While WIRED! seeks to timely deliver items as estimated, there are often delays that out of our control for which we cannot be responsible.
4. Customer must notify WIRED! within seven business days of any defect in installation.
5. Customer agrees to provide WIRED! with a final punch list on any installation within 7 business days of any installation.
6. Any seal broken on any product automatically voids WIRED! and Manufacturer warranties.
7. All payments are to be made by company check made payable to WIRED! Technology Partners. Invoice total reflects a cash/check discount of 3.5%. Discount will be removed for payments made by credit card.

SUBTOTAL	\$49,821.54
SALES TAX	\$0.00
TOTAL	\$49,821.54

To accept this quotation, sign here and return:

I authorize the approval of this quote and agree to pay the balance of hardware/software at this time and the remaining balance upon completion.

Quoted To:


Memphis Merit Academy

8460 Kamin Lane
Memphis, TN 38125
United States

Phone (901) 240-1009

QUOTE #	AAAQ5104-01
DATE	Apr 16, 2019
EXP DATE	Apr 17, 2019
TERMS	Due Upon Receipt
TICKET #	
DESCRIPTION	Apple

This quote is valid for a period of 30 days. The balance of hardware and software is due at the time the order is placed. Travel expenses are not included as a part of this quote and will be invoiced under separate cover. The remaining balance is due upon completion. No refunds or exchanges will be accepted on special order items. WIRED! thanks you for the opportunity to provide this quote and looks forward to serving you!

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
iPads Apple iPad Tablet - 9.7" - 32 GB Storage - iOS 11 - Silver - Apple A10 SoC - ARM Hurricane Dual-core (2 Core) 2.34 GHz, TSMC Zephyr Dual-core (2 Core) - 1.2 Megapixel Front Camera - 8 Megapixel Rear Camera  <p>The new 9.7-inch iPad Like a computer. Unlike any computer. If the computer were invented today, what would it look like? It would be powerful enough for any task. So mobile you could take it everywhere. And so intuitive you could use it any way you wanted - with touch, a keyboard, or even a pencil. In other words, it wouldn't really be a "computer." It would be the new iPad. Power for what you do today. And what you'll discover tomorrow. A10 Fusion chip. Engineered for performance. 64-bit architecture. Four-core design. Over 3.3 billion transistors. Translation: iPad is incredibly fast. Which comes in handy when you want to edit a 4K video, play graphics-intensive games, or experience the latest augmented reality apps. It multitasks easily. So you can, too. iPad packs enough power to use multiple apps all at once. Work on your business plan while doing research on the web while making a FaceTime call to a colleague at the same time. It's even easier than it sounds. The most immersive way to experience augmented reality. Augmented reality (AR) is a new technology that brings virtual objects into the real world. And every aspect of iPad - from the display to the processing power to the cameras to the motion sensors - is designed to make AR apps more magical than ever before. Augmented reality apps fundamentally change what you're capable of. Learn something new whether you're inside or outside a classroom. Solve everyday problems. Immerse yourself in entertainment and games. With iPad and AR, the possibilities are endless. So versatile, it's your notepad, camera, and everything in between. Apple Pencil. Dream it up. Jot it down. iPad has always been a great way to get what's in your mind down on the page. And now you have a new way to do it. Write notes, paint a watercolor, or sign a lease. With Apple Pencil, you'll do it all with pixel-perfect precision and responsiveness. Use it as naturally as you would a pencil, while doing a whole lot more than you would with one. Two great cameras that do more than take great photos. Built-in front and back cameras allow you to shoot gorgeous photos and cinematic videos, scan documents, make FaceTime calls, or even create a floor plan using augmented reality. Connect and compose with any Bluetooth keyboard. Need to sit down and hammer out a research paper, email, or your blockbuster screenplay? iPad has an intuitive onscreen keyboard, but it's also compatible with all kinds of Bluetooth keyboards. Loaded with powerful built-in apps. Cut a track with GarageBand, make a compelling presentation with Keynote, or shoot and edit a short film with iMovie. iPad comes with a collection of apps from Apple so you can start creating right out of the box. With over a million apps for iPad, iPad can do countless things. Every one of the 1.3 million iPad apps has been designed specifically for the large iPad display. There are apps for anything you want to do - photography, drawing, or just getting some work done. And finding your new favorite apps is as easy as visiting the App Store, where our</p>	10	\$299.00	\$2,990.00

Quoted To:

Memphis Merit Academy

8460 Kamin Lane


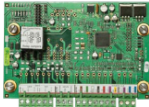




Memphis, TN 38125




United States

Phone (901) 240-1009

QUOTE #	AAAQ5145-01
DATE	May 1, 2019
EXP DATE	May 30, 2019
TERMS	Due Upon Receipt
TICKET #	
DESCRIPTION	Access Control 2 Door

This quote is valid for a period of 30 days. The balance of hardware and software is due at the time the order is placed. Travel expenses are not included as a part of this quote and will be invoiced under separate cover. The remaining balance is due upon completion. No refunds or exchanges will be accepted on special order items. WIRED! thanks you for the opportunity to provide this quote and looks forward to serving you!

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Access Control Panel			
<div> <div>  </div> <div> Honeywell NX1MPS 1- Door Solution Enclosure - Metal </div> </div>	1	\$695.99	\$695.99
<div> <div>  </div> <div> Honeywell NXD1 Door Access Controller </div> </div>	1	\$299.99	\$299.99
Door Hardware			
<div> <div>  </div> <div> Honeywell Card Prox Reader </div> </div>	2	\$80.39	\$160.78
<div> <div>  </div> <div> Alarm Controls TS-2 Push Button </div> </div>	2	\$45.63	\$91.26
<div> <div>  </div> <div> Door Motion Detector </div> </div>	2	\$67.21	\$134.42
<div> <div>  </div> <div> Alarm Controls 1200S Magnetic Lock </div> </div>	2	\$143.99	\$287.98
Video Intercom			

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Aiphone JFS-2AEDV Video Door Phone - 3.5" LCD2-wire 	1	\$897.97	\$897.97
Aiphone RY-3DL Door Release Adaptor 	1	\$83.77	\$83.77
Aiphone MCW-S/A Monitor Riser - Desktop  <i>The MCW-S/A is a stand that will allow you to locate an Aiphone monitor station on a desk or tabletop. This stand has two angle settings, enabling the user to select the optimal mounting angle for the monitor station (45&deg; or 60&deg;).</i>	1	\$26.55	\$26.55
Cabling Materials			
18/2 Access Cable	1,200	\$0.11	\$132.00
22/6 Access Cable	600	\$0.11	\$66.00
Video Intercom Cable	300	\$0.16	\$48.00
Credentials			
KEYFOB 26 BIT - 25 PACK - GRAY	1	\$84.99	\$84.99
Professional Services			
Labor Hour - Cabling & Installation - Intution Discount	30	\$85.00	\$2,550.00
SUBTOTAL			\$5,559.70
SALES TAX			\$0.00
TOTAL			\$5,559.70

*Total does not include roundtrip fuel charge or lodging
 **All labor is estimated and will be billed at actual

Terms:
 1. WIRED! extends manufacturer warranties on all products and 90 days on labor.
 2. Any and all changes to this quotation/contract must be in writing and signed by an authorized representative of WIRED to be effective.
 3. Any and all estimates of installation and delivery time are estimates only. While WIRED seeks to timely deliver items as estimated, there are often delays that out of our control for which we cannot be responsible.
 4. Customer must notify WIRED! within seven business days of any defect in installation.
 5. Customer agrees to provide WIRED with a final punch list on any installation within 7 business days of any installation.
 6. Any seal broken on any product automatically voids WIRED and Manufacturer warranties.
 7. All payments are to be made by company check made payable to WIRED! Technology Partners. Invoice total reflects a cash/check discount of 3.5%. Discount will be removed for payments made by credit card.

To accept this quotation, sign here and return: _____
 I authorize the approval of this quote and agree to pay the balance of hardware/software at this time and the remaining balance upon completion.



Company Information

Memphis Merit Academy Charter School

Bill To Address

Memphis Merit Academy Charter School

4775 American Way

Memphis, TN 38115

Contacts

Dex Imaging Sales Representative

Name: Jason Guff
Phone: 901-827-4837
Email: jason.guff@deximaging.com

A/P Billing Contact

Name: Betty Mccline
Phone: 901-422-2359
Fax:
Email: bmccline@memphismeritacademy.org



SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

Memphis Merit Academy Charter School
4775 American Way
Memphis, TN 38115

Delivery Contact: Betty Mccline
Phone: 901-422-2359
Email: bmccline@memphismeritacademy.org

EQUIPMENT

memphis Merit acad (Monthly)

B/W Base: \$21.25		Copies Included: 2500		Overage Rate: \$0.008500 /copy				
Color Base: \$0.00		Copies Included: 0		Overage Rate: \$0.060000 /copy				
Included: Parts, labor and supplies with exception of paper products, staples and freight								
Make	Model	Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin
Canon	IR ADVANCE C5560i (III)Color			Yes			1	
Acc: Digital QC 120/20 Surge Protector								
Acc: GPR-55 TONER BK (69K impressions @ 5% coverage)								
Acc: GPR-55 TONER C (60K impressions @ 5% coverage)								
Acc: GPR-55 TONER M (60K impressions @ 5% coverage)								
Acc: GPR-55 TONER Y (60K impressions @ 5% coverage)								
Acc: Super G3 FAX Board-AS1								
Acc: Inner Finisher-H1<3>								
Acc: Cassette Feeding Unit-AM1<1>								

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions:

The Rates for Black and white (0.0085) and Color (0.06) will be set for the life of the contract. The customer will not be charged anything until delivery of all devices



SALES ORDER / SERVICE AGREEMENT

EQUIPMENT (CONT.)

memphis Merit acd (Monthly) (cont.)								
B/W Base: \$21.25		Copies Included: 2500		Overage Rate: \$0.008500 /copy				
Color Base: \$0.00		Copies Included: 0		Overage Rate: \$0.060000 /copy				
Included: Parts, labor and supplies with exception of paper products, staples and freight								
Make	Model	Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin
Canon	IR ADVANCE C5540i (II)Color			Yes			1	
Acc: Surge Protector (15 amp)								
Acc: GPR-55 TONER BK (69K impressions @ 5% coverage)								
Acc: GPR-55 TONER C (60K impressions @ 5% coverage)								
Acc: GPR-55 TONER M (60K impressions @ 5% coverage)								
Acc: GPR-55 TONER Y (60K impressions @ 5% coverage)								
Acc: Cassette Feeding Unit-AM1<1>								
Acc: Inner Finisher-H1<3>								
Canon	IR ADVANCE C356iF II			Yes			1	
Acc: Surge Protector 120V/15A								
Acc: Staple Finisher-Z1								
Acc: GPR-58 Black Toner (23,000 impressions @ 5% coverage)								
Acc: GPR-58 Cyan Toner (18,000 impressions @ 5% coverage)								
Acc: GPR-58 Magenta Toner (18,000 impressions @ 5% coverage)								
Acc: GPR-58 Yellow Toner (18,000 impressions @ 5% coverage)								
Acc: Cassette Feeding Unit-AJ1								

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions:

The Rates for Black and white (0.0085) and Color (0.06) will be set for the life of the contract. The customer will not be charged anything until delivery of all devices

MANAGED PRINT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX's control (including acts of God or natural disasters) is not covered. In addition, DEX may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX, or if parts, accessories, or components not authorized by DEX are fitted to the equipment.

1. BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX's normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX holidays and subject to change by DEX.

2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. Networking and basic driver installation is available for \$100 to include up to 5 devices at the same location, or at the rate of \$100 per hour.

3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Appliances during the Initial Term and all subsequent Renewal Terms. If a DEX Green Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Appliance, then Customer is responsible for the manual reporting of meters on a timely basis.

4. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11".

5. CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX to continue to service the Equipment.

Customer must advise DEX of any equipment movements not performed by DEX via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

6. ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX.

7. EQUIPMENT REPLACEMENT

DEX, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX will be governed by the contract type as delineated below.

CONTRACT TYPES

PREMIER – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX supplied equipment will be added per the following schedule:

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 – 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX provided devices.

* **PLATINUM/PLATINUM+ Contracts Only:** All equipment delivered by DEX remains the property of DEX. Any printer removed from service by DEX, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX in good condition and repair to a location designated by DEX within sixty (60) days. Any printers owned by DEX which are not returned will be billed to the customer at replacement value.

8. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX or an authorized agent of DEX may not be covered under this Agreement.

9. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

10. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX published rates for service on a "per call" basis.

If Customer uses supplies other than DEX's supplies, and such supplies are determined to be defective or not acceptable by DEX and/or cause abnormally frequent service calls or service problems, then DEX may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only DEX supplied materials.

11. NO WARRANTY

Other than the obligations set forth herein, DEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

12. CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by DEX Patrol Monitoring Appliance. Manual orders can be placed for any units that do not report to the Appliance. .0005 has been added to the per impression rates shown on the front of this agreement in lieu of freight. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc, must be promptly returned to DEX.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX.

Revision October 2018

SPECIAL INSTRUCTIONS

The Rates for Black and white (0.0085) and Color (0.06) will be set for the life of the contract. The customer will not be charged anything until delivery of all devices.

DEX SALES ASSOCIATE

Name: Jason Guff

Date: April 4, 2019

APPROVALS

I have read and agree to all terms and conditions contained in this document.

DEX Imaging, inc.**Memphis Merit Academy Charter School**

Dex Imaging Authorized Representative

Customer's Authorized Representative

Name:

Name:

Date:

Title:

Date:



LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words **Lessee**, **you** and **your** in this Lease, we mean **you, our customer**, which is the Lessee indicated below. When we use the words **we**, **us**, and **our** in this Lease, we mean the **Lessor**, DEX Imaging of Tennessee, Inc. Our address is 50 Rachel Drive Nashville, TN 37214

CUSTOMER INFORMATION	Lessee Name Memphis Merit Academy Charter School	Federal Tax ID#	Approval #
	Billing Street Address/City/County/State/Zip 4775 American Way Memphis, Shelby, TN 38115		Lease #
	Equipment Location (if different from above)	Lessee Phone No. 901-422-2359	Customer #

SUPPLIER INFORMATION	Supplier Name DEX Imaging of Tennessee, Inc.	("SUPPLIER")
	Street Address/City/State/Zip 2955 Kate Bond Rd Memphis, TN 38133	Supplier Phone # 901-334-1074

EQUIPMENT DESCRIPTION <input type="checkbox"/> Please see attached schedule for additional equipment	Quantity	Make/Model	Serial Number
	1	Canon IR ADVANCE C5560i (III)Color	
	1	Canon IR ADVANCE C5540i (II)Color	
	1	Canon IR ADVANCE C356iF II	

END OF LEASE PURCHASE OPTION	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.	PLUS APPLICABLE TAXES
	<input checked="" type="checkbox"/> Fair Market Value Purchase Option <input type="checkbox"/> Fixed Price Purchase Option of % of the Total Cash Price	

TERM AND PAYMENT SCHEDULE	Initial Lease Term: 60	Lease Payment: \$ 625.17	You agree to pay at the time you sign this Lease: A) Total Advance Lease Payment: 0 (Mos.) = \$ 0.00 B) Sales/Use Tax on Advance Lease Payment = \$ 0.00 C) One-time Origination Fee = \$ 75.00 D) Total of A + B + C = \$ 75.00 If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.	PLUS APPLICABLE TAXES
	Additional Provisions:			

INSURANCE & TAXES	You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.
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TERMS AND CONDITIONS	BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON PAGE 1 (THE FRONT) AND PAGE 2 (THE BACK) OF THIS LEASE, (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, AND (vi) THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN US, AND CANNOT BE MODIFIED EXCEPT BY ANOTHER SIGNED DOCUMENT BY US. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.
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DEX Imaging of Tennessee, Inc.

Memphis Merit Academy Charter School

Lessor

Lessee

X

X

Authorized Signature

Authorized Signature

Print Name & Title

Date

Print Name & Title

Date

PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words **you** and **your** in this Personal Guaranty, we mean the **Personal Guarantor(s)** indicated below. When we use the words **we**, **us** and **our** in this Personal Guaranty, we mean **DEX Imaging of Tennessee, Inc.**, the Lessor identified in the Lease. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including, but not limited to, paying all amounts due under the Lease. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms herein. **THE UNDERSIGNED CONSENTS TO PERSONAL JURISDICTION, VENUE, CHOICE OF LAW AND JURY TRIAL WAIVER AS STATED IN THE LEASE AND AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THE LESSOR RELATED TO THIS GUARANTY AND THE LEASE.**

X

Personal Guarantor (no title)

Print Name

Date

Home Street Address/City/State/Zip

Phone Number

X

Personal Guarantor (no title)

Print Name

Date

Home Street Address/City/State/Zip

Phone Number

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment described on page 1 of this lease agreement, and as modified by supplements to this Master Agreement, (collectively "Equipment") on the terms and conditions shown on page 1 and page 2 of this lease ("Lease"). You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to you. The Equipment will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. This Lease will be binding on the parties only if DEX imaging of Tennessee, Inc., or its assignee accepts it, as evidenced only by the signature of an authorized representative of DEX imaging of Tennessee, Inc. or its assignee and DEX imaging of Tennessee, Inc. after receipt of (i) the deposit payment, if any, shown on the face of this Lease; (ii) a signed delivery and acceptance certificate and all other documentation; and (iii) our credit evaluation of you is satisfactory. In the event of non-approval, the sole liability of DEX imaging of Tennessee, Inc. shall be to refund to you the amount that has been paid us by you. If an advance payment is required, the first Lease Payment is due on or before the date the Equipment is delivered to you. If the Equipment has been accepted by you in accordance with this Section 1, the payments will be due on the day of each subsequent month (or such other time period stated on page 1 of this Lease) specified by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment, including all trade-ups and buyouts, by the manufacturer/supplier. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law). Lease payments are due whether or not you are invoiced. If, for any reason, your check is returned to us for non-payment, you will pay us a bad check charge of \$30, or if less, the maximum charge allowed by law.

2. NO WARRANTIES. We are leasing the Equipment and any software to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT. IF THE SUPPLIER SPECIFIED WITHIN THE SUPPLIER INFORMATION ON PAGE 1 IS AN ENTITY OTHER THAN DEX IMAGING OF TENNESSEE, INC., WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract. Notwithstanding any other terms and conditions of the Lease, you agree that as to any software: a) we have not had, do not have, nor will have any title to such software; b) you have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regards to such license agreement; c) you have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OF DEFECTIVE NATURE OF SUCH SOFTWARE SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you, and upon our request, you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. You are solely responsible for protecting and removing any confidential language stored on the Equipment prior to its return to us for any reason. You will pay for all expenses of de-installing, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

4. TAXES AND FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on our income), levies, assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay us, on demand, estimated future Governmental Charges. You authorize us to pay any Governmental Charges as they become due, and you agree to reimburse us promptly upon demand for the full amount (less any estimated amounts previously paid by you). You agree to pay us a fee for preparing and filing personal property tax returns. If the purchase option shown on page 1 of this Lease is \$1.00, you agree to file any required personal property tax returns, unless directed otherwise by Lessor. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) an origination fee of \$75.00 (or as otherwise agreed) to cover our investigation, documentation and other administrative costs in originating this Lease. You also agree to pay us a fee, in accordance with our current fee schedule, which may change from time to time, for additional services we may provide to you at your request during this Lease. You agree that the fees and other charges due under this Lease may include a profit.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE/COLLATERAL PROTECTION. You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us, naming us as additional insured; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Lease and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Lease, we have the option, but not the obligation, to do as provided in either (a) or (b) as follows, as determined in our discretion: (a) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Lease at the time of loss, any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Lease plus our estimated residual value, both discounted at 2% per year, provided we elect to apply this subsection A. (b) We may charge you an insurance fee and/or a monthly property damage surcharge of up to .0035 of the equipment cost as a result of our credit, risk, administrative, and other costs, as would be further described in a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.

7. TITLE; RECORDING. You will keep the Equipment free of all liens and encumbrances. Unless the purchase option shown on page 1 of this Lease is \$1.00, you agree that (a) we are the owner of and will hold title to the Equipment; and (b) this Lease is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) to secure all amounts owing under this Lease with us. You will deliver to us any signed documents we request to protect our interest in the Equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND FILE AT ANY TIME, FINANCING STATEMENTS COVERING THE EQUIPMENT. YOU HEREBY RATIFY AND AUTHORIZE ANY SUCH FILINGS WE MAY MAKE BEFORE YOU SIGN THIS LEASE. YOU ALSO AGREE TO PAY US ANY FEES ASSOCIATED WITH SUCH FILINGS AND AGREE THAT THOSE FEES MAY INCLUDE A PROFIT.

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge

or consolidate with any other entity and you are not the survivor of such merger or consolidation or you permit a transfer of a substantial portion of your ownership interests; (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8; (f) there has been a material adverse change in your or any guarantor's financial, business, or operating condition; (g) you fail to perform in accordance with the covenants, terms and conditions of any material agreement with any other lender; or (h) you make or have made any false statements or misrepresentations to us.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, AS COMPENSATION FOR LOSS OF OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Market Value of the Equipment, (c) require you to immediately stop using all financed software and return all of the Equipment or allow us to take possession of the Equipment (in which case you shall be responsible for any damage to the Equipment other than ordinary wear and tear as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment), (d) we may lease or sell the Equipment or any portion thereof, and apply the proceeds less reasonable selling and administrative expenses, to the amounts due hereunder, and you will remain responsible for the remaining balance after such application; (e) charge you interest on all amounts due from the due date until paid at the rate of 12% per annum, but in no event more than the lawful maximum rate; and (f) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition as estimated by us. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. **10. FINANCE LEASE STATUS.** The parties intend this to be a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies conferred upon a lessee by Article 2A of the UCC (508-522).

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the assignee will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on page 1 of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 90 days, but not more than 150 days, written notice before the end of the initial lease term, or any renewal term, that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for one ninety (90) day period, followed by successive month to month renewal terms. During such renewal term(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's in use and in place fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

13. INDEMNIFICATION. You are responsible for all losses, damage, claims, infringement claims, injuries, and attorneys' fee and costs ("Claims"), incurred or asserted by any person or entity, in any manner relating to the Equipment, including its use, condition, or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the term of this Lease. You also agree that this Lease has been entered into on the assumption that we may be entitled to certain tax benefits available to the owner of the Equipment. In the case of an FMV Lease or a 10% Lease, you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption of this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

14. CREDIT INFORMATION. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES, ASSIGNEES, POTENTIAL PURCHASERS, OR INVESTORS TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. ON YOUR WRITTEN REQUEST, WE WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

15. EXECUTION AND DELIVERY. This Lease and other related documents (each a "document") may be executed in counterparts (manually or by electronic means) by either party and, when transmitted to us by fax or other electronic means, shall be binding on you for all purposes as if originally signed. No document is binding on us until we sign it. When a copy of each document containing your original, faxed or electronic signature is manually or electronically signed by us and in our possession, then such copy shall constitute the original document for all purposes and shall constitute the sole "chattel paper" as that term is defined in the UCC. If you sign or transmit any document to us electronically, you shall provide the counterpart of such document containing your original manual signature to us at our request. You agree not to raise as a defense to the enforcement of any document that it was executed by electronic means by either party or transmitted to us by fax or other electronic means. If you elect to sign and transmit a Lease by fax or other electronic means, you waive notice of our acceptance of this Lease and receipt of a copy of the originally signed Lease.

16. FINANCIAL INFORMATION. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

17. PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

18. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it and upon the satisfaction of the other conditions set forth in Section 1. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for such amounts that we pay. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several. This Lease supersedes any purchase orders that relate to this transaction.



Furnishing great
places to learn.®

www.schooloutfitters.com • 3736 Regent Ave. • Cincinnati, Ohio 45212-3724

For assistance, please contact:

Sharon Wilson

Phone: 866-619-3962

Fax: 866-619-3963

sharon.wilson@schooloutfitters.com

Quote Summary

Quote #: QUO11039600

Valid through: 05/26/2019

Bill to:

Memphis Merit Academy Charter School
Betty Michelle McCline
4775 American Way
Memphis TN 38118-2412 USA

Phone: 1 (901) 930-7032

Fax: N/A

Email: bmccline@memphismeritacademy.org





Ship to:






Memphis Merit Academy Charter School
Betty Michelle McCline
4775 American Way
Memphis TN 38118-2412 USA











Phone: 1 (901) 930-7032

Fax: N/A

Email: bmccline@memphismeritacademy.org

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
1.	SPG-3848F	Two-Shelf Book Read-A-Round - Assembled  Estimated Delivery: 10 business days after order confirmation	2	\$288.00	16%	\$243.35	\$486.70
2.	NOR-NW101-D8	Heavy-Duty Picnic Table w/ Diamond Expanded Metal (8' L)  Estimated Delivery: 13 business days after order confirmation	2	\$999.00	30%	\$698.28	\$1,396.56
3.	NOR-RET-1077	Easy Clean Dry Erase Quad-Pod Easel  Estimated Delivery: 9 business days after order confirmation	16	\$249.99	61%	\$98.59	\$1,577.44
4.	SPG-24723AF	Mobile Adjustable Bookcase w/ Lip - Assembled  Estimated Delivery: 10 business days after order confirmation	16	\$372.00	25%	\$280.14	\$4,482.24

5.	SPG-70631F	12-Tray Wooden Storage Unit - Assembled & w/ Clear Trays	24	\$381.00	34%	\$250.69	\$6,016.56
		Estimated Delivery: 10 business days after order confirmation					
6.	LNT-0025-118CSW-PK-16	Open Front Desk w/ Color Book Box and Silver Mist Frame and 18-Inch Structure Series School Chair Set – 16 Desks/Chairs	9	\$3,791.68	58%	\$1,583.04	\$14,247.36
		Options: <input type="checkbox"/> Chair – Black (+ \$0.00) <input type="checkbox"/> Book Box – Black (BK) (+ \$0.00) <input type="checkbox"/> Desktop & Edge – Maple/Maple (MP) (+ \$0.00) <input type="checkbox"/> Desktop & Edge – Maple/Maple (MP) (+ \$0.00) <input type="checkbox"/> Book Box – Black (BK) (+ \$0.00)					
		Ships in 24 hours Estimated Delivery: We'll provide you when you call to place your order PLEASE NOTE: BUNDLED ITEMS MAY SHIP SEPARATELY					
7.	LNT-116-CSW-SO	Structure Series School Chair (16" Seat Height)	160	\$101.00	68%	\$32.52	\$5,203.20
		Options: <input type="checkbox"/> Chair – Black (+ \$0.00)					
		Ships in 24 hours Estimated Delivery: We'll provide you when you call to place your order					
8.	SPG-1005-XX-A-2PK	Shapes Vinyl Soft Seating - 12" H Cylinder & 18" H Teardrop (Pack of Two)	4	\$748.00	47%	\$395.40	\$1,581.60
		Estimated Delivery: 21 business days after order confirmation PLEASE NOTE: BUNDLED ITEMS MAY SHIP SEPARATELY					
9.	LNT-GNI1019	Mobile Stool Cafeteria Table w/ Particleboard Core & Powder-Coat Frame - 16 Stools (30" W x 12' L x 27" H)	12	\$2,521.26	49%	\$1,280.28	\$15,363.36
		Options: <input type="checkbox"/> Laminate – Gray Nebula (+ \$0.00) <input type="checkbox"/> Stool – Burgundy (+ \$0.00)					
		Estimated Delivery: 33 business days after order confirmation					

10.	MAY-AT4	Aberdeen Series Bow Front U-Shaped Desk & Hutch w/ Wood Doors	2	\$3,824.00	45%	\$2,091.30	\$4,182.60
		 <p>Options:  Aberdeen Finish – Cherry (+ \$0.00)</p> <p>Free Shipping</p> <p>Estimated Delivery: 11 business days after order confirmation</p>					
11.	OFM-55118	Modular Conference Table	1	\$1,536.00	61%	\$601.28	\$601.28
		 <p>Estimated Delivery: 5 business days after order confirmation</p>					
12.	NOR-RCEHS72C	Horseshoe Adjustable-Height Activity Table	16	\$578.00	52%	\$277.32	\$4,437.12
		 <p>Options:  Table Top/Edge Band Combination – Maple Top/Black Edge (-MBBK) (+ \$0.00)</p> <p>Estimated Delivery: 16 business days after order confirmation</p>					
13.	MAY-ACTR42	Aberdeen Series Round Conference Table	1	\$742.00	43%	\$420.97	\$420.97
		 <p>Options:  Aberdeen Finish – Cherry (+ \$0.00)</p> <p>Free Shipping</p> <p>Estimated Delivery: 11 business days after order confirmation</p>					
14.	OSP-TEX232	Traditional Executive Chair - Vinyl	2	\$532.00	58%	\$221.15	\$442.30
		 <p>Estimated Delivery: 9 business days after order confirmation</p>					
15.	NOR-ORI3013-SO	Hampton Series Mid-Back Hourglass Executive Chair	8	\$506.00	68%	\$163.20	\$1,305.60
		 <p>Options:  Chair – Champagne (+ \$0.00)</p> <p>Ships in 24 hours</p> <p>Estimated Delivery: We'll provide you when you call to place your order</p>					

16.	LNT-0025-118CSW- PK-16	Open Front Desk w/ Color Book Box and Silver Mist Frame and 18-Inch Structure Series School Chair Set – 16 Desks/Chairs	1	\$3,791.68	58%	\$1,583.04	\$1,583.04
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Options:

- ☐ Book Box – Black (BK) (+ \$0.00)
- ☐ Desktop & Edge – Maple/Maple (MP) (+ \$0.00)
- ☐ Chair – Black (+ \$0.00)

Ships in 24 hours

Estimated Delivery:

We'll provide you when you call to place your order

PLEASE NOTE: BUNDLED ITEMS MAY SHIP SEPARATELY

17.	JEZ-INSTALL	Installation: JEZ-INSTALL	1			\$8,235.00	\$8,235.00
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Details:

JEZ Enterprises, Inc.

Customer receives
Installer to arrive at alter date
Unbox, assemble and place all product is designated rooms
Remove all debris off site

Shipping & Handling Breakdown

Items Shipping From:	Shipping Via:	Service(s) Included:
Sprogs	AAA COOPER TRANSPORTATION	Lift Gate Inside Delivery Call Ahead:Betty Michelle McCline 1 (901) 930-7032
Norwood Commercial Furniture	ABF FREIGHT SYSTEM	Lift Gate Inside Delivery Call Ahead:Betty Michelle McCline 1 (901) 930-7032
Norwood Commercial Furniture	AAA COOPER TRANSPORTATION	Lift Gate Inside Delivery Call Ahead:Betty Michelle McCline 1 (901) 930-7032
SO-Goff Distribution	ABF FREIGHT SYSTEM	Lift Gate Inside Delivery Call Ahead:Betty Michelle McCline 1 (901) 930-7032
Sprogs	XPO LOGISTICS	Inside Delivery
Learniture	ABF FREIGHT SYSTEM	Inside Delivery Lift Gate Call Ahead:Betty Michelle McCline 1 (901) 930-7032
Safco	_ *LTL-BEST*	Lift Gate Inside Delivery Call Ahead:Betty Michelle McCline 1 (901) 930-7032
OFM	AAA COOPER TRANSPORTATION	Lift Gate Inside Delivery Call Ahead:Betty Michelle McCline 1 (901) 930-7032
Office Star Products	UPS GROUND	
SO-Global Supply Chain & Distribution	A. DUIE PYLE, INC.	Lift Gate Inside Delivery Call Ahead:Betty Michelle McCline 1 (901) 930-7032
JEZ Enterprises, Inc.		

Product SubTotal:	\$63,327.93
Install:	\$8,235.00
Shipping & Handling:	\$6,500.00
Sales Tax:	0.00
Grand Total:	\$78,062.93

Important Shipping Information

Shipping on specified items includes a lift gate on the truck and inside delivery. The driver will lower items to the ground and assist with bringing items inside.

Please remember to inspect your order at the time of delivery. Do not throw away any of the original packaging until inspection is completed. Any missing parts or damages must be reported to customer service at 1-866-619-1776 within 5 business days of delivery.

All quotations are for tailgate delivery, F.O.B. factory, unless otherwise noted.

Inventory/Pricing Information

All quoted prices are based on exact quantities and current inventory levels. Pricing subject to change in the event of altered quantities. This quote is valid through 05/26/2019.

Sales Representative Comments

All items must be ordered for pricing to be valid.

Thank you for the opportunity to earn your business.

For Assistance: Sharon Wilson • Phone: 866-619-3962 • Fax: 866-619-3963 • sharon.wilson@schooloutfitters.com

Item Details



Sprogs

Two-Shelf Book Read-A-Round - Assembled

Store all your classroom picture books on the Two-Shelf Book Read-A-Round from Sprogs. This low-profile, lightweight baltic birch unit spins so kids can easily see all the titles. The edges have been fully rounded and sanded to keep little heads and hands safe.

Specifications

Material:	Baltic birch plywood
Finish:	UV
Shelf Dimensions:	22" W x 14 7/16" H
Weight Capacity:	100 lbs.
Other Info:	Greenguard certified CPSIA compliant Made in the USA
Warranty:	20-year limited
Diameter:	22"
Height:	32"
Assembly:	Not required

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
1.	SPG-3848F	Two-Shelf Book Read-A-Round - Assembled	2	\$288.00	16%	\$243.35	\$486.70

Item Details

Norwood Commercial Furniture

Heavy-Duty Picnic Table w/ Diamond Expanded Metal (8' L)









Let students enjoy the fresh air with Norwood Commercial Furniture's Heavy-Duty Picnic Table. Sturdy steel construction holds up to heavy use while a thermoplastic finish protects surfaces from the elements. Legs are painted with a powder coat that won't chip or fade. This table can be set directly on any ground surface or concrete-mounted (hardware not included). Available in several bright colors.

Specifications

Material:	Steel; 14-gauge frame
Bench/Top Finish:	Thermoplastic
Frame Finish:	Powder coat
Seating Capacity:	8
Weight Capacity:	1400 lbs.
Other Info:	Diamond expanded metal
Warranty:	5 years
Tabletop Length:	8'
Tabletop Height (from ground):	2'6"
Bench Width:	10"
Bench Length:	8'
Bench Height (from ground):	18"
Overall Width:	5'10"
Assembly:	Assembly required

Options

Thermoplastic Plank Color:

-  Black Thermoplastic Plank
-  Brown Thermoplastic Plank
-  Green Thermoplastic Plank
-  Red Thermoplastic Plank
-  Royal Blue Thermoplastic Plank
-  Ultra Blue (Navy) Thermoplastic Plank

Frame Color:

-  Black Powder Coat Frame
-  Brown Powder Coat Frame
-  Green Powder Coat Frame
-  Red Powder Coat Frame
-  Royal Blue Powder Coat Frame
-  Ultra Blue (Navy) Powder Coat Frame

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
2.	NOR-NW101-D8	Heavy-Duty Picnic Table w/ Diamond Expanded Metal (8' L)	2	\$999.00	30%	\$698.28	\$1,396.56

Item Details



Norwood Commercial Furniture

Easy Clean Dry Erase Quad-Pod Easel

The Easy Clean Dry Erase Quad-Pod Easel from Norwood Commercial Furniture features telescoping legs that allow for both floor and tabletop use. The melamine surface makes clean-ups simple, and sturdy steel braces add extra support to the aluminum frame. The one-handed, no-pinch easel pad holder fits pads of all sizes. The lightweight frame allows you to quickly move the easel throughout your space and the legs fold for easy storage.

Specifications

Writing Surface:	Melamine
Frame Material:	Aluminum w/ support braces
Magnetic:	No
Writing Surface Dimensions:	28" W x 40 1/2" H
Other Info:	One-handed, no-pinch easel pad holder Full-length pen tray
Warranty:	10-year
Length:	79"
Width:	30"
Depth:	31 1/2"
Assembly:	Ships assembled

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
3.	NOR-RET-1077	Easy Clean Dry Erase Quad-Pod Easel	16	\$249.99	61%	\$98.59	\$1,577.44

Item Details



Sprogs

Mobile Adjustable Bookcase w/ Lip - Assembled

Improve your classroom's storage space with Sprogs' Mobile Adjustable Bookcase with a Lip. Baltic birch construction provides long-lasting durability, while rounded corners and a recessed back for stability keep kids safe. With two adjustable shelves and sturdy casters, this unit will bring versatility and convenience to your daycare or preschool classroom. The bookcase's lip around the upper edge keeps toys and supplies from falling off and disappearing. Covered by a 20-year warranty. Ships assembled.

Specifications

Material:	Baltic birch plywood
Finish:	UV
Shelves:	2 adjustable shelves, 1 fixed bottom shelf
Glides/Casters:	4 mounted casters
Weight Capacity:	100 lbs.
Other Info:	Greenguard certified CPSIA compliant Made in the USA
Warranty:	20-year limited
Width:	46 3/4"
Depth:	12"
Height:	35 1/2"
Assembly:	Not required

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
4.	SPG-24723AF	Mobile Adjustable Bookcase w/ Lip - Assembled	16	\$372.00	25%	\$280.14	\$4,482.24

Item Details



Sprogs

12-Tray Wooden Storage Unit - Assembled & w/ Clear Trays

Wrangle classroom supplies and kids' belongings with the 12-Tray Wooden Storage Unit from Sprogs. The cubbies are perfect for organizing toys, books and puzzles or sorting student projects. Baltic birch construction, rounded edges and a UV finish make this unit a durable and safe choice for classrooms. Covered by a 20-year warranty, you can count on this storage unit to stand up to years of daily use. Includes 12 clear plastic trays. Ships assembled.

Specifications

Includes:	12 clear plastic trays
Material:	Baltic birch
Finish:	UV
Cubbies:	12
Cubby Dimensions:	9 3/8" W x 11" D x 6" H
Tray Dimensions:	7 3/4" W x 5" H x 11 1/2" D
Weight Capacities:	60 lbs.
Other Info:	Greenguard certified CPSIA compliant Made in the USA
Warranty:	20-year limited
Width:	30"
Depth:	11 3/4"
Height:	27 1/4"
Assembly:	Not required

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
5.	SPG-70631F	12-Tray Wooden Storage Unit - Assembled & w/ Clear Trays	24	\$381.00	34%	\$250.69	\$6,016.56

Item Details



Learniture

Open Front Desk w/ Color Book Box and Silver Mist Frame and 18-Inch Structure Series School Chair Set – 16 Desks/Chairs

Update your classroom with the Open Front Desk with Color Book Box and Silver Mist Frame and 18-Inch Structure Series School Chair Set from Learniture. The medium-density fiberboard and melamine top is easy to clean and a steel frame with height-adjustable legs accommodates students of various sizes. A polypropylene book box provides students with plenty of space to store books and supplies. The chairs offer a flexible, polypropylene seat and back to give your students ergonomic support where they need it most, and the heavy-duty steel frame withstands the rigors of daily use. This set includes 16 desks and 16 chairs.

Specifications



Recommended Grade Level:	5th grade - adult
Desktop Material:	MDF core w/ melamine top
Desk Frame Material:	20-gauge steel frame w/ 18-gauge steel legs & powder-coat finish w/ chrome leg inserts
Edge Band Material:	Thermofused PVC
Book Box Material:	Polypropylene
Desk Casters/Glides:	Swivel glides (1 adjustable)
Desktop Dimensions:	24" W x 18" D
Overall Desk Dimensions:	24" W x 18" D x 22"- 30" H (adjustable)
Chair Seat Material:	Polypropylene
Chair Frame Material:	16-gauge steel w/ chrome finish
Chair Weight Capacity:	300 lbs.
Seat Height:	18"
Back Height:	13 1/2"
Seat Size:	15" W x 16" D
Chair Glides/Casters:	Non-marring nylon swivel glides
Overall Chair Dimensions:	19" W x 22" D x 31" H
Other Info:	Greenguard certified BIFMA approved Chairs stack up to 8 high
Warranty:	Desks: 15-year limited on frame, 10-year limited on desktop Chair: 15-year limited
Assembly:	Desks: Required Chairs: Not required

Options






Chair Color:

-  Black
-  Brilliant Blue
-  Graphite
-  Green Apple
-  Mandarin Orange
-  Navy
-  Red
-  Sky Blue



Desktop & Edge Color:

-  Gray/Charcoal (GY)
-  Maple/Maple (MP)






Book Box Color:

-  Black (BK)
-  Graphite (GT)
-  Navy (NV)
-  Red (RD)
-  Sky Blue (SB)

Desktop & Edge Color:

-  Gray/Charcoal (GY)
-  Maple/Maple (MP)

Book Box Color:

-  Black (BK)
-  Graphite (GT)
-  Navy (NV)
-  Red (RD)
-  Sky Blue (SB)

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
6.	LNT-0025-118CSW- PK-16	Open Front Desk w/ Color Book Box and Silver Mist Frame and 18-Inch Structure Series School Chair Set – 16 Desks/Chairs Options: <div> <div>Chair – Black (+ \$0.00)</div> <div>Book Box – Black (BK) (+ \$0.00)</div> <div>Desktop & Edge – Maple/Maple (MP) (+ \$0.00)</div> <div>Desktop & Edge – Maple/Maple (MP) (+ \$0.00)</div> <div>Book Box – Black (BK) (+ \$0.00)</div> </div>	9	\$3,791.68	58%	\$1,583.04	\$14,247.36

Item Details



Learniture

Structure Series School Chair (16" Seat Height)









Create a comfortable seating space for your students with the Structure Series School Chair from Learniture. The polypropylene seat and back resist stains and scratches, and the durable 16-gauge steel frame will support students for years to come. The contoured design allows for multiple seating positions. Four non-marring glides allow for easy maneuverability, and you can stack the chair when not in use. The featured grab handle allows for easy mobility. This school furniture is Greenguard certified, backed by a 15-year limited warranty and is made to color-coordinate with our Learniture desks and activity tables.

Specifications

Recommended Grade Level:	3rd - 4th grade
Seat Material:	Polypropylene
Frame Material:	16-gauge steel
Frame Finish:	Chrome
Weight Capacity:	225 lbs
Seat Height:	16"
Back Height:	12 1/2"
Seat Dimensions:	13" W x 13" D
Glides/Casters:	Non-marring nylon swivel glides
Warranty:	15-year limited
Other Info:	Greenguard certified BIFMA approved Back-venting for less spinal pressure Flexible design Grab handle Contoured seat BIFMA certified Stacks up to 8 high
Overall Width:	18"
Overall Height:	19"
Assembly:	28"
Assembly:	Not required

Options

Chair Color:

-  Black
-  Brilliant Blue
-  Graphite
-  Green Apple
-  Mandarin Orange
-  Navy
-  Red
-  Sky Blue

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
7.	LNT-116-CSW-SO	Structure Series School Chair (16" Seat Height)	160	\$101.00	68%	\$32.52	\$5,203.20
		Options:					
		■ Chair – Black (+ \$0.00)					

Item Details



Sprogs

Shapes Vinyl Soft Seating - 12" H Cylinder & 18" H Teardrop (Pack of Two)

Shapes Vinyl Soft Seating from Sprogs gives early learners a colorful and comfortable place to sit for story time, show-and-tell and other group activities. The easy-to-clean vinyl-covered foam resists stains and abrasions, and the sturdy wood frame comfortably supports up to 300 pounds. Use these soft seating pieces in your play area, activity center or reading nook as extra chairs or temporary tables. This set of two includes one 12-inch high cylinder and one 18-inch high teardrop.

Specifications

Seat Material:	Vinyl
Frame Material:	Engineered wood
Engineered wood:	300 lbs.
Other Info:	Greenguard Gold certified
Warranty:	5-year limited
Cylinder Dimensions:	18" W x 18" D x 12" H
Teardrop Dimensions:	29" W x 17 1/2" D x 18" H
Assembly:	Not required

Options

Teardrop 18" Vinyl Color:

- Blue - BL
- Chocolate - CH
- Fern Green - FG
- Green - GN
- Orange - OR
- Purple - PU
- Red - RD
- Sand - SD
- Teal - SF
- Yellow - YE

Cylinder 12" Vinyl Color:

- Blue - BL
- Chocolate - CH
- Fern Green - FG
- Green - GN
- Orange - OR
- Purple - PU
- Red - RD
- Sand - SD
- Teal - SF
- Yellow - YE

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
8.	SPG-1005-XX-A-2PK	Shapes Vinyl Soft Seating - 12" H Cylinder & 18" H Teardrop (Pack of Two)	4	\$748.00	47%	\$395.40	\$1,581.60

Item Details

Learniture

Mobile Stool Cafeteria Table w/ Particleboard Core & Powder-Coat Frame - 16 Stools (30" W x 12' L x 27" H)











Learniture's Mobile Convertible Bench Table is a great choice for your busy cafeteria. With multiple points of entry, kids can easily get in and out of their seats. Its simple design makes set up and storage simple. An individual locking mechanism keeps it firmly in place when in use. EasyLift torsion bars provide a smooth operation when opening and closing the tables, and the dual release storage latch allows you to safely release and unlock the tables from either side. The steel frame and particleboard top withstand heavy use and make clean-ups fast, and the four thermo-polyurethane casters make the table easy to move.

Specifications


Shape:	Rectangle
Top Material:	High-pressure laminate w/ particleboard core & phenolic underlayment
Frame Material:	14-gauge steel
Edge Material:	Vinyl T-mold
Frame Finish:	Powder-coat
Seat Material:	Polystyrene plastic
Casters:	4 thermo-polyurethane casters (2 locking), w/ tamper-proof non-marring nylon steel insert glides
Seating Capacity:	16
Weight Capacity:	300 lbs./table 250 lbs./stool
Other Info:	MAS Green certified UL approved Caster lift off design for safety
Warranty:	15-year limited
Width:	30" (56" including stools)
Length:	144"
Height:	27"
Seat Height:	17"
Seat Diameter:	13"
Folded Dimensions:	59" W x 35" D x 81 5/8" H
Assembly:	Minor assembly required

Options

Laminate Color:

-  Blue
-  Cherry
-  Fusion Maple
-  Gray Nebula
-  Oak
-  Red
-  Walnut
-  Yellow

Stool Color:

-  Black
-  Blue
-  Burgundy
-  Gray Nebula
-  Green
-  Purple
-  Red
-  Yellow

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
9.	LNT-GNI1019	Mobile Stool Cafeteria Table w/ Particleboard Core & Powder-Coat Frame - 16 Stools (30" W x 12' L x 27" H) Options: <div> <div></div> Laminate – Gray Nebula (+ \$0.00) <div></div> Stool – Burgundy (+ \$0.00) </div>	12	\$2,521.26	49%	\$1,280.28	\$15,363.36

Item Details

Safco

Aberdeen Series Bow Front U-Shaped Desk & Hutch w/ Wood Doors



Mayline's Aberdeen Series Bow Front U-Shaped Desk and Hutch with Wood Doors looks stylish in your office. The desk offers plenty of space to spread out papers and features a gently curved top. Two suspended file cabinets hold legal- and letter-size documents in the bottom drawers and smaller supplies in the top box and pencil drawers. Keep personal items behind four doors on the hutch. Particleboard stands up to heavy use and features a scratch- and stain-resistant laminate finish and PVC edgebanding. Organize cords and wires via grommet holes in the desktops. Choose from three attractive finishes.

Specifications

Material:	Particleboard
Finish:	Thermofused laminate
Warranty:	Lifetime limited warranty
Other Info:	Meets or exceeds ANSI/BIFMA standards
Desk Dimensions:	42" W x 72" L x 29 1/2" H
Credenza Dimensions:	24" W x 72" L x 29 1/2" H
Bridge Dimensions:	24" W x 48" L x 29 1/2" H
Hutch Dimensions:	15" W x 72" L x 39 1/8" H
Footprint:	114" x 72"
Recommended Office Size:	6' x 9'
Assembly:	Required

Options

Aberdeen Finish:

- Cherry
- Maple
- Mocha

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
10.	MAY-AT4	Aberdeen Series Bow Front U-Shaped Desk & Hutch w/ Wood Doors	2	\$3,824.00	45%	\$2,091.30	\$4,182.60
		Options:					
		 Aberdeen Finish – Cherry (+ \$0.00)					

Item Details

OFM

Modular Conference Table



OFM's Modular Conference Table is a sleek-looking addition to any meeting room or office. Seat eight people comfortably at the racetrack-shaped melamine tabletop. The steel frame features an attractive modern design and is protected by a durable, powder-coated finish. Four glides keep your table level and prevent damage to your floors. Choose from a selection of top and frame color combinations. Put your conference table together quickly and easily without tools, thanks to the snap-and-lock assembly.

Specifications

Table Shape:	Racetrack
Top Material:	Thermofused melamine
Frame Material:	Durable steel base and frame
Frame Finish:	Scratch-resistant powder coated paint
Weight Capacity:	200 lbs. (evenly distributed)
Warranty:	10 years on frame, 5 years on desktop
Other Info:	Comfortably seats eight people
Width:	48"
Length:	96"
Height:	29 1/2"
Assembly:	Snap-and-lock assembly – no tools required

Options

Top & Frame Color:

-  Cherry/Silver
-  Graphite/Black
-  Maple/Silver

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
11.	OFM-55118	Modular Conference Table	1	\$1,536.00	61%	\$601.28	\$601.28

Item Details

Norwood Commercial Furniture

Horseshoe Adjustable-Height Activity Table



Norwood Commercial Furniture's Horseshoe Adjustable-Height Activity Table lets you sit close to students during group lessons. The scratch-resistant laminate tabletop is a cinch to wipe clean and resists scratching or fading, making it ideal for classrooms with young students. A bright PVC edge banding adds a splash of color to your room and keeps your table protected. Choose either a gray top and your choice of four edge band colors or a woodgrain top with black edge banding.


Specifications

Tabletop Shape:	Horseshoe
Tabletop Material:	Smooth laminate
Frame Material:	18-gauge steel (upper tube) 16-gauge steel (lower leg)
Frame Finish:	Chrome leg inserts
Edge Band Material:	PVC
Tabletop Thickness:	1 1/4"
Seating Capacity:	8 children or 7 adults
Weight Capacity:	150 lbs.
Casters/Glides:	Swivel glides
Other Info:	Greenguard Gold certified
Warranty:	10-year limited
Width:	66"
Depth:	60"
Height:	19" – 30" adjustable in 1" increments
Assembly:	Required

Options

Table Top/Edge Band Color Combination:

-  Gray Nebula Top/Black Edge (-GBK)
-  Gray Nebula Top/Blue Edge (-GBL)
-  Gray Nebula Top/Green Edge (-GGN)
-  Gray Nebula Top/Red Edge (-GRD)
-  Gray Nebula Top/Yellow Edge (-GYE)
-  Maple Top/Black Edge (-MBBK)
-  Oak Top/Black Edge (-OKBK)

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
12.	NOR-RCEHS72C	Horseshoe Adjustable-Height Activity Table	16	\$578.00	52%	\$277.32	\$4,437.12
Options:  Table Top/Edge Band Combination – Maple Top/Black Edge (-MBBK) (+ \$0.00)							

Item Details

Safco

Aberdeen Series Round Conference Table



Dress up your conference rooms with Mayline's Aberdeen Series Round Conference Table. It features a sophisticated fluted edge that accents the low-pressure laminate and eliminates sharp corners. A centrally-located grommet and cable chimney keep unsightly cords out of view. Tables are backed by a lifetime warranty, so you can be sure you're making a wise investment. Choose the finish that matches your décor.

Specifications

Material:	Low-pressure laminate
Edge:	Fluted
Assembly:	Some assembly required
Warranty:	Lifetime limited
Diameter:	42"
Height:	29 1/2"

Options

Aberdeen Finish:

- Cherry
- Maple
- Mocha

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
13.	MAY-ACTR42	Aberdeen Series Round Conference Table	1	\$742.00	43%	\$420.97	\$420.97
		Options:					
		 Aberdeen Finish – Cherry (+ \$0.00)					

Item Details



Office Star Products

Traditional Executive Chair - Vinyl

The Office Star Traditional Executive Chair has a high back with built-in lumbar support. Thick cushioning on the seat and padded armrests add extra comfort. Adjust the seat height easily with pneumatic control and change the back angle to suit your needs using the locking tilt control with adjustable tension.

Specifications

Seat Height:	19 1/2" – 23 3/4" (adjustable)
Seat Material:	Padded backrest & seat w/ vinyl upholstery
Frame Material:	Steel w/ mahogany finish covering
Base Style:	Star base w/ five dual-wheel carpet casters
Weight Capacity:	250 lbs.
Other Info:	Height-adjustable seat, locking tilt control w/ adjustable tension, padded armrests
Warranty:	15 years on non-moving metal parts; 5 years on component parts; 3 years on upholstery
Seat Dimensions:	25" W x 19 1/4" D x 4 1/2" H
Back Width:	22"
Back Height:	27 1/4"
Assembly:	Required

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
14.	OSP-TEX232	Traditional Executive Chair - Vinyl	2	\$532.00	58%	\$221.15	\$442.30

Item Details



Norwood Commercial Furniture

Hampton Series Mid-Back Hourglass Executive Chair

The Hampton Series Mid-Back Hourglass Executive Chair from Norwood Commercial Furniture adds modern, contemporary style and ergonomic support to any office. The thickly-padded seat and back feature a polyurethane vinyl covering that easily wipes clean and a sturdy star base with rolling casters for mobility. The adjustable seat height 360-degree swivel, tension adjustment and tilt lock keep users comfortable throughout the work day. The mid-back design encourages good posture. Black, champagne and gray color options easily match your existing décor.

Specifications

Seat & Back Material:	Polyurethane
Frame Material:	Nylon seat & back w/ steel base
Frame Finish:	Chrome
Seat Height:	18 1/8" – 21 3/4" (adjustable)
Seat Size:	20 3/4" W x 20 5/8" D
Back Size:	19 3/4" W x 23 1/2" H
Weight Capacity:	250 lbs.
Casters/Glides:	Dual-wheel casters
Other Info:	CAL-117 flame-retardant foam
Warranty:	5-year
Overall Width:	28 3/8"
Overall Depth:	29 1/2"
Overall Height:	42 3/4"
Assembly:	Required

Options

Chair Color:

- ☐ Black
- ☐ Champagne
- ☐ Gray

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
15.	NOR-ORI3013-SO	Hampton Series Mid-Back Hourglass Executive Chair	8	\$506.00	68%	\$163.20	\$1,305.60
Options: <input type="checkbox"/> Chair – Champagne (+ \$0.00)							

Item Details



Learniture

Open Front Desk w/ Color Book Box and Silver Mist Frame and 18-Inch Structure Series School Chair Set – 16 Desks/Chairs



Update your classroom with the Open Front Desk with Color Book Box and Silver Mist Frame and 18-Inch Structure Series School Chair Set from Learniture. The medium-density fiberboard and melamine top is easy to clean and a steel frame with height-adjustable legs accommodates students of various sizes. A polypropylene book box provides students with plenty of space to store books and supplies. The chairs offer a flexible, polypropylene seat and back to give your students ergonomic support where they need it most, and the heavy-duty steel frame withstands the rigors of daily use. This set includes 16 desks and 16 chairs.

Specifications






Recommended Grade Level:	5th grade - adult
Desktop Material:	MDF core w/ melamine top
Desk Frame Material:	20-gauge steel frame w/ 18-gauge steel legs & powder-coat finish w/ chrome leg inserts
Edge Band Material:	Thermofused PVC
Book Box Material:	Polypropylene
Desk Casters/Glides:	Swivel glides (1 adjustable)
Desktop Dimensions:	24" W x 18" D
Overall Desk Dimensions:	24" W x 18" D x 22"- 30" H (adjustable)
Chair Seat Material:	Polypropylene
Chair Frame Material:	16-gauge steel w/ chrome finish
Chair Weight Capacity:	300 lbs.
Seat Height:	18"
Back Height:	13 1/2"
Seat Size:	15" W x 16" D
Chair Glides/Casters:	Non-marring nylon swivel glides
Overall Chair Dimensions:	19" W x 22" D x 31" H
Other Info:	Greenguard certified BIFMA approved Chairs stack up to 8 high
Warranty:	Desks: 15-year limited on frame, 10-year limited on desktop Chair: 15-year limited
Assembly:	Desks: Required Chairs: Not required

Options


Desktop & Edge Color:

-  Gray/Charcoal (GY)
-  Maple/Maple (MP)

Book Box Color:

-  Black (BK)
-  Graphite (GT)
-  Navy (NV)
-  Red (RD)
-  Sky Blue (SB)

Chair Color:

-  Black
-  Brilliant Blue
-  Graphite
-  Green Apple
-  Mandarin Orange
-  Navy
-  Red
-  Sky Blue

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
16.	LNT-0025-118CSW-PK-16	Open Front Desk w/ Color Book Box and Silver Mist Frame and 18-Inch Structure Series School Chair Set – 16 Desks/Chairs Options: <div> <div></div> Book Box – Black (BK) (+ \$0.00) <div></div> Desktop & Edge – Maple/Maple (MP) (+ \$0.00) <div></div> Chair – Black (+ \$0.00) </div>	1	\$3,791.68	58%	\$1,583.04	\$1,583.04



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places to learn.*

www.schooloutfitters.com • 3736 Regent Ave. • Cincinnati, Ohio • 45212

Phone: 1-866-619-1776 • Fax: 1-800-494-1036

School Outfitters Standard Terms and Conditions

1. **Acceptance.** School Outfitters, LLC, a Kentucky limited liability company is referred to herein as "Seller," and the company to whom goods and/or services are sold is referred to herein as "Buyer." These Terms and Conditions together with Seller's written order confirmation (collectively "Agreement") shall apply to all purchases of products by Buyer from Seller. Any additional or different terms contained in Buyer's purchase order(s) or other documents submitted by Buyer, shall not apply and shall be of no force or effect, and are hereby expressly rejected by Seller. No additions to or modifications of any of the terms and conditions hereof shall be effective unless made in writing and signed by both parties. Seller's waiver of any breach, or failure to enforce any of these terms and conditions at any time, shall not in any way affect, limit, or waive Seller's right thereafter to enforce or compel strict compliance with every term and condition thereof. The terms and conditions set forth herein when coupled with Seller's written order confirmation represent the entire agreement with respect to Buyer's order and supersede all prior agreements, understandings, representations or warranties, whether oral or written relating to such order.
2. **Prices and Taxes.** All orders are accepted subject to Seller's price indicated on Seller's written order confirmation. If Buyer makes any additions to or alterations in the order placed with Seller, Seller shall be entitled to reject such additions or alterations or to cancel the order. Seller shall not be liable for any transportation charges incurred at destination. Unless specifically indicated otherwise, prices do not include taxes, which are separately itemized. Buyer shall pay all applicable taxes and governmental charges relating to the products. Seller shall not be responsible for switching, spotting, handling, demurrage or any other transportation or accessories service or for any charges incurred therefore.
3. **Delivery.** All means of loading, transportation and routing shall be subject to the control of Seller unless otherwise specified. Delivery by truck will be made to the nearest points reasonably accessible by truck as determined by driver. Buyer shall pay for necessary labor to unload and store goods. All delivery dates stated by Seller are approximate dates only and estimated in good faith to the best of Seller's ability. Seller shall not be responsible for any loss or damages resulting from any delays in delivery or pick-ups of any products. Seller reserves a purchase money security interest in the products until the purchase price has been fully paid. Buyer agrees to execute, and hereby appoints Seller as its attorney in fact to execute on Buyer's behalf, any documents requested by Seller which are necessary for attachment and perfection of its security interest. If Buyer defaults, Seller will have all the rights of a secured creditor under the Uniform Commercial Code as enacted in the State of Ohio.
4. **Cancellation; Buyer's Inspection and Acceptance.** Any order cancellation may be subject to a cancellation charge as determined by Seller. Buyer shall make an examination of any products delivered hereunder immediately upon receipt by Buyer, and failure of Buyer to give notice of any claim within five business days after the receipt of such products shall be an unqualified acceptance of said products. Any course of dealing between the parties to the contrary notwithstanding, any claim by Buyer shall be deemed waived unless received by Seller in writing within five business days from the date of receipt of the product to which such claim relates.
5. **Payments.** Unless otherwise mutually agreed to in writing, all payments due from Buyer to Seller shall be made in immediately available United States Dollars and are due and payable thirty (30) days from the date of invoice. All invoices are to be paid in full when due. Notwithstanding the foregoing, if, in Seller's judgment from time to time, Buyer's financial condition does not justify continuance of production or shipment on the terms specified, then Seller may require full or partial payment in advance. In the event of bankruptcy or insolvency of Buyer or in the event that any proceeding is brought by or against Buyer under bankruptcy or similar laws, Seller shall be entitled to cancel any order then outstanding and shall receive reimbursement for its cancellation charges. A finance charge of 1.5% per month, equivalent to 18% per annum, will be charged on all past due balances. Seller may refuse to do future business with Buyer if Buyer fails to keep its account current.
6. **Default.** Seller may, without liability, suspend delivery of products ordered by Buyer and/or, at Seller's option, terminate the Agreement if Buyer: (a) fails to perform any of the terms and conditions hereof and does not cure such failure within a period of ten (10) days after receipt of written notice from Seller specifying such failure, provided, that, no such cure period shall apply to Buyer's failure to pay in a timely manner; (b) in Seller's opinion, has not established or maintained credit to meet promptly Seller's payment terms or has defaulted on the payment terms of any other transaction with Seller; or (c) becomes insolvent, makes an assignment in favor of creditors, or becomes subject to any bankruptcy, dissolution or similar proceedings.
7. **Force Majeure.** If performance of Seller's obligations hereunder is prevented or impaired due to acts of God, fire, war, terrorism, civil disturbance, strikes or other labor trouble, damage by the elements, or other casualty, condemnation, governmental actions, interruptions of power or communication, transportation problems, or any other cause beyond Seller's reasonable control (individually and collectively, a "Force Majeure"),

Seller shall have such additional time to perform as may be reasonably necessary in the circumstances or shall have the right to cancel the Agreement if such conditions make performance hereunder impossible or impractical. Seller shall have no liability to Buyer for any delay in performance or cancellation of the Agreement due to Force Majeure and if Seller terminates the Agreement pursuant to this Section 7, Seller shall refund any payment which Buyer has already made on account of the price (subject to deduction of any amount Seller is entitled to claim from Buyer), but Seller shall not be liable to compensate Buyer for any further loss or damage caused by the termination or any failure to deliver products arising out of it.

8. **Limitation of Warranties; Remedies.** SELLER WARRANTS THAT ITS PRODUCTS SOLD TO BUYER SHALL MEET ANY MUTUALLY AGREED WRITTEN SPECIFICATIONS. OTHER THAN THE FOREGOING, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT, AND SELLER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT. IN PARTICULAR, BUT WITHOUT LIMITATION, BUYER ACKNOWLEDGES THAT NO SAMPLE, CATALOG, TECHNICAL SCHEDULE, PRICE LIST OR ANY OTHER PRODUCT LITERATURE OF SELLER SHALL BE DEEMED TO CONSTITUTE OR CONTAIN ANY REPRESENTATION, WARRANTY OR CONDITION RELATING TO THE PRODUCTS. THE EXCLUSIVE REMEDY OF BUYER FOR ANY BREACH OF THE FOREGOING WARRANTIES IS LIMITED TO, AT SELLER'S OPTION, REPLACEMENT OF THE PRODUCTS THAT ARE THE SUBJECT OF THE PURCHASE ORDER OR A REFUND OF ANY PURCHASE PRICE ACTUALLY PAID BY BUYER TO SELLER FOR THE RELEVANT PRODUCTS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR INJURY TO PERSON OR PROPERTY, LOST PROFITS OR REVENUE, LOST SALES OR LOSS OF USE OF ANY PRODUCT, RESULTING FROM, ARISING OUT OF OR RELATING IN ANY WAY (DIRECTLY OR INDIRECTLY) TO ANY PRODUCT(S) ORDERED BY BUYER FROM SELLER OR THE USE OF SUCH PRODUCTS. IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY SELLER, SHALL SELLER HAVE ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE CONTRACT PRICE OR PRICES OF THE PERTINENT PRODUCTS IN QUESTION.
9. **Indemnification.** Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all damages, liability, claims, judgments, decrees, expenses and costs (including but not limited to attorneys' fees) resulting from or arising out of Buyer's use and/or resale of any products delivered hereunder. Further, without limiting the generality of the foregoing, if the products delivered hereunder are prepared according to Buyer's specifications, Buyer shall indemnify, defend and hold Seller harmless against any and all damages, liability, claims, judgments, decrees, expenses and costs (including but not limited to attorneys' fees) arising out of or relating to actual or claimed patent or trademark infringement on account of such preparation or manufacture.
10. **Attorneys' Fees; Non-Waiver.** In the event of any litigation or collection action arising out of or relating to the Agreement, Buyer agrees to promptly reimburse Seller all costs and expenses of collection, suit, or other legal action, including reasonable attorneys' fees, incurred by Seller. Failure by Seller to enforce any rights under or to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of any breach or a waiver of such provision.
11. **Assignment; Severability.** Buyer may not assign any of its rights or obligations under this Agreement without Seller's prior written consent. In the event that any phrase, clause or other provision hereof shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.
12. **Applicable Law.** The laws of the State of Ohio, without giving effect to the choice of law provisions thereof, shall govern the applicability of the Agreement and shall decide any disputes based in whole or in part on the Agreement. Any action, suit or proceeding relating to or arising out of the Agreement, shall be brought and prosecuted as to all parties exclusively in, and the parties hereby irrevocably consent to service of process, personal jurisdiction and exclusive venue in, the state and federal courts of general jurisdiction located in Hamilton County, Ohio, USA.

(I accept these Terms and Conditions)

Name of School or Company

Signer's Name (Please Print)

Signature

Title

Date

Give Clean LLC
2132 West St
Germantown, TN 38138

SERVICE AGREEMENT

This Agreement is effective July 23, 2019 and is entered into between **Give Clean LLC** (hereinafter "Contractor") and **Memphis Merit Academy Charter School** (hereinafter "Charter School").

RECITALS

Whereas, the Charter School desires Contractor to provide janitorial services at Memphis Merit Academy Charter School 4775 American Way Memphis, TN 38118

1. Terms:

Payment due 10 days from receipt of invoice.

Length of contract one year with 60 days notice to renew or cancel each year.

2. Insurance:

Give Clean, LLC is fully insured. Our employees are covered under workman's compensation and general liability insurance. We will provide proof of coverage and name your entity as "additional Insured."

3. Personnel:

All work is performed by trained Give Clean employees. We are working many different communities to hire the best, joyful employees who want to work with us and our partners.

4. Performance Audits:

We will have supervisor overseeing all work done at the charter school. Our Operations team will do audits on our staff and your facility to make sure the job and services are being met.

5. Pricing is totaled and then broken down. Pricing includes service and products used to clean. Pricing for paper and soap products are handled separately.

Total \$30,000
\$2500 month

6. Giving

Through our Foundation, we will donate 1% of sale to help provide cleaner environment and resources to schools we support.

Give Clean, LLC
Attn: Joe Williams
2132 West St
Germantown, TN 38138

Memphis Merit Academy
Attn: Betsy McCline
4775 American Way
Memphis, TN 38118

Contractor: Give Clean, CC

School: Memphis Merit Academy

Authorized Signature

By: _____
Print Name

Authorized Signature

By: _____
Print Name

GENERAL CONDITIONS TO SERVICE AGREEMENT

1. RESPONSIBILITY OF EQUIPMENT

The Charter School shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by the Charter School.

2. CRIMINAL BACKGROUND CHECKS

- a. Contractor shall comply with the requirements of Tennessee Education Code section 49-5-413, which requires criminal background checks for janitorial, administrative, landscape, transportation, food-related school site contractors, and anyone else who going to have significant contact with students, in the opinion of the school. Criminal background checks may include, but are not limited to: obtaining clearance from both the Tennessee Department of Justice (hereinafter referred to as "TDOJ") and from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for Contractor's employees, prior to service with any Charter School student. Contractor hereby agrees that Contractor's employees shall not come in contact with Charter School students until TDOJ and FBI clearances are ascertained. Contractor shall certify in writing to the Charter School that none of its employees who may come into contact with Charter School students have been convicted of a violent or serious felony as those terms are defined in Tennessee Education Code section 49-5-413 C(l), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to Tennessee Education Code section 49-5-413 Section 4 (d).
- b. Contractor shall also make a request for subsequent arrest service from the TDOJ as required by Tennessee Penal Code section.
- c. Contractor shall be responsible for the costs of the Fingerprinting clearances.

3. TUBERCULOSIS

- a. Tuberculosis Testing
 - i. Contractor agrees that all employees, agents or volunteers whose functions require frequent or prolonged contact with students to complete tuberculosis testing as described in Tennessee Education Code section 49-5-101. The examination shall consist of an approved

intradermal tuberculin test, which, if positive, shall be followed by an x-ray of the lungs. Thereafter, the Contractor shall ensure that its employees, agents or volunteers who are skin test negative have undergone the foregoing examination at least once every four years if the Contractor is still rendering services to Charter School pursuant to this Agreement.

REQUIRED CLEANING:

I. Classrooms

A. Daily [Five (5) days per week]

- Empty wastebaskets and replace liners
- Dust mop all composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum all carpets
- Spot clean carpet to remove all stains, spills, and soiled spots
- Vacuum walk-off mats
- Empty pencil sharpeners and clean wall around pencil sharpener
- Report any unsafe conditions to facility manager
- Low dust all horizontal surfaces to hand height (70")
- Clean window ledges

B. Weekly

- Clean baseboards
- Wet mop all composition floors
- Remove dust and cobwebs from ceiling areas and lights
- Additional non-cleaning tasks and assistance i.e. moving furniture etc.
- Clean and sanitize counters, desk tops and sinks etc.

C. Monthly

- Deep clean and sanitize entire surfaces of student's desks and chairs
- Carpet Extraction to remove all stains, spills, and soiled spots (Summer, Fall Break, Winter Break, Spring Break)

- High dust above hand height horizontal surfaces, including shelves, ceilings, moldings, pipes, ducts, heating, outlet etc.

D. Yearly

- Strip and wax all VCT composite floors

II. Common Areas: (Lobbies/Corridors/Stairs/Elevators)

A. Daily [Five (5) days per week]

- Clean and sanitize water fountains
- Dust interior window ledges
- Dust mop composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum carpet
- Vacuum walk-off mats
- Clean under entrance mats
- Sweep and dust stairwell
- Clean glass and windows
- Clean all walls of spots and marks
- Dust furniture and fixture

B. Weekly

- Clean baseboards
- Damp clean window ledges
- Machine scrub hallway and multipurpose room floors (minimum 2x's weekly)
- Remove black scuffs and marks from floors

C. Monthly

- Spray and buff all composite floors
- High dust above hand height (70") all horizontal surface including shelves, molding, ledges, pipes, ducts, heating outlets, etc.

D. Yearly

- Strip and Wax all composite floors
- Top scrub and re coat composite floors (Winter Break)

III. Cafeteria/Multipurpose Area(s)

A. Daily [Five (5) days per week]

- Remove trash from cafeteria after each meal
- Set up and break down tables as required
- Sweep and mop
- High dust above hand height horizontal surfaces, including shelves, ceilings, moldings, pipes, ducts, heating, outlet etc.
- Clean during lunch periods (sanitize tables, benches empty trash, and clean up spills)

B. Weekly

- Clean baseboards
- Damp clean window ledges
- Machine scrub floors (minimum 2x's weekly)
- Remove scuffs and marks from floors

C. Monthly

- Spray and buff all composite floors
- Deep clean and sanitize under tables and benches

D. Yearly

- Strip and Wax all composite floors
- Top scrub and re coat composite floors (Winter Break)

E. Special Events

- Set up and take down of chairs for all events.
- Check and maintain clean restrooms, halls, lobbies, etc. as required during special events.

IV. Restrooms

A. Daily

- Check restrooms throughout the school day minimum frequencies are 3x's before lunch and 3x's after lunch and as required throughout operations
- Empty wastebaskets/dispensers and replace liners
- Clean, sanitize, and polish all vitreous fixtures including toilet bowls
- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors
- Wash and sanitize exterior of containers
- Remove spots, marks, stains, and splashes from wall area and counter tops
- Clean partitions
- Sweep floors
- Mop floors with germicidal disinfectant daily and as required
- Fill expendable supplies in restroom dispensers

B. Weekly

- Wash and sanitize interior of wastebaskets or as required
- Clean walls thoroughly with cleaning and sanitizing solution
- Low dust horizontal surfaces to hand height (70")
- Clean baseboard
- Remove dust and cobwebs from ceiling areas

C. Monthly

- Machine scrub floors with germicidal disinfectant
- High dust above horizontal surfaces, including shelves, ceilings, moldings, ledges, pipes, ducts, heating outlets, etc.

Memphis Merit Academy
Multi-year Projection
As of Apr FY2019

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Assumptions
		2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	
SUMMARY								
Revenue								
	Charges for Current Services	- 0	- 0	- 0	- 0	- 0	- 0	
	Other Local Revenues	401,861	29,080	24,000	29,000	34,000	39,000	
	State of Tennessee	- 0	1,082,520	1,639,494	2,206,495	2,799,490	3,409,779	
	Federal Government	200,000	427,600	41,400	55,200	69,000	82,800	
	Total Revenue	601,861	1,539,200	1,704,894	2,290,695	2,902,490	3,531,579	
Expenses								
	Personnel	116,667	642,500	792,082	896,547	1,253,591	1,482,213	
	Employer Taxes & Employee Benefits	31,190	180,249	221,193	253,007	352,373	425,356	
	Contracted Services	95,800	438,487	528,551	643,960	763,051	814,367	
	Supplies & Materials	48,212	240,164	150,862	235,176	266,978	295,538	
	Other Charges	5,156	68,016	74,227	75,332	78,726	80,960	
	Debt Service	3,525	42,231	39,893	36,285	32,397	28,207	
	Capital Expenses	13,769	98,182	1,000	16,000	16,225	16,453	
	Total Expenses	314,319	1,709,828	1,807,807	2,156,307	2,763,342	3,143,095	
Operating Income		287,542	(170,628)	(102,913)	134,388	139,148	388,484	
Fund Balance								
	Beginning Balance (Unaudited)		287,542	116,914	14,001	148,389	287,537	
	Audit Adjustment							
	Beginning Balance (Audited)	- 0	287,542	116,914	14,001	148,389	287,537	
	Operating Income	287,542	(170,628)	(102,913)	134,388	139,148	388,484	
Ending Fund Balance		287,542	116,914	14,001	148,389	287,537	676,021	
Total Revenue Per ADM			13,223	9,765	9,840	9,974	10,113	
Total Expenses Per ADM			14,689	10,354	9,262	9,496	9,001	
Operating Income Per ADM			(1,466)	(589)	577	478	1,112	
Fund Balance as a % of Expenses		91%	7%	1%	7%	10%	22%	
Debt Service Coverage Ratio		82.57	(1.54)	(0.08)	2.63	2.64	5.48	
Key Assumptions								
Enrollment Breakdown								
	K		60	60	60	60	60	
	1		60	60	60	60	60	
	2		-	60	60	60	60	
	3		-	-	60	60	60	
	4		-	-	-	60	60	
	5		-	-	-	-	60	
Total Enrolled		-	120	180	240	300	360	
ADM %			97.0%	97.0%	97.0%	97.0%	97.0%	
ADM REVENUE		-	116.4	174.6	232.8	291.0	349.2	
Charges for Current Services								
	SUBTOTAL - Charges for Current Services	- 0	- 0	- 0	- 0	- 0	- 0	
Other Local Revenues								
44146	E-Rate Funding	- 0	19,080	9,000	9,000	9,000	9,000	Y1: \$150 per net change in student through USAC
44570.1	Board Contributions	10,000	10,000	15,000	20,000	25,000	30,000	Y1: donations and fundraising activities
44570.2	Contributions and Gifts 2	66,861	- 0	- 0	- 0	- 0	- 0	\$65K Hyde grant for literacy - Apr 2019
44570.3	Walton Family Foundation	325,000	- 0	- 0	- 0	- 0	- 0	
	SUBTOTAL - Other Local Revenues	401,861	29,080	24,000	29,000	34,000	39,000	
State of Tennessee								
46511	Basic Education Program	- 0	1,047,600	1,587,114	2,134,544	2,708,202	3,298,591	Y1: \$9,000 per ADM + 1% inflation

46990	All Other State Revenues	- 0	34,920	52,380	71,951	91,288	111,188	Y1: \$300 per ADM; received directly from the state of TN
	SUBTOTAL - State of Tennessee	- 0	1,082,520	1,639,494	2,206,495	2,799,490	3,409,779	
Federal Government								
47100.1	Charter School Program Startup Grant	200,000	400,000	- 0	- 0	- 0	- 0	Y1: remainder of \$600K CSP grant award to be reimbursed in Y1
47141	Title I - Grants to Local Education Agencies	- 0	27,600	41,400	55,200	69,000	82,800	Y1: \$300 per FRL student through SCS
	SUBTOTAL - Federal Government	200,000	427,600	41,400	55,200	69,000	82,800	
TOTAL REVENUE								
		601,861	1,539,200	1,704,894	2,290,695	2,902,490	3,531,579	
EXPENSES								
Personnel								
104	Principal	78,750	105,000	106,313	107,641	108,987	110,349	
105	Supervisor-Director	37,917	65,000	131,626	133,271	280,253	283,756	
116	Teachers	- 0	341,500	418,556	515,440	659,846	856,665	
162	Clerical Personnel	- 0	30,000	30,375	30,755	31,139	31,528	
172	Special Education Personnel	- 0	97,000	98,213	99,440	160,366	183,915	
181	Bonuses & Extra Pay	- 0	4,000	7,000	10,000	13,000	16,000	
	SUBTOTAL - Personnel	116,667	642,500	792,082	896,547	1,253,591	1,482,213	
Employer Taxes & Employee Benefits								
201	Social Security	7,233	39,835	49,109	55,586	77,723	91,897	
204	State Retirement	12,203	68,298	84,198	95,303	133,257	157,559	
207	Medical Insurance	8,462	55,000	70,400	82,368	114,217	143,533	
210	Unemployment Compensation	1,600	7,800	6,000	6,750	9,000	10,875	
212	Employer Medicare	1,692	9,316	11,485	13,000	18,177	21,492	
	SUBTOTAL - Employer Taxes & Employee Benefits	31,190	180,249	221,193	253,007	352,373	425,356	
Contracted Services								
302	Advertising	5,314	1,000	1,015	1,030	1,046	1,061	Y0: brochures, postcards and marketing materials + postage; Y1-On: website
305	Audit Services	- 0	5,000	12,000	12,180	12,363	12,548	Y1: \$5K 990 filing fee; Y2-Y5: 990 + audit fees
306	Bank Charges	307	240	244	247	251	255	Y0: \$20/month between 11/18 through 6/19; Y1-On: \$20/month
308	Relay Stipends	- 0	10,500	10,658	10,817	10,980	11,144	\$3.5K/Relay Fellow per FY
308.1	Bus Monitors	- 0	10,000	10,150	10,302	10,457	10,614	stipend pool
308.2	E-Rate Consultant	- 0	3,500	3,553	3,606	3,660	3,715	annual fee for USAC
312.2	BES	10,000	- 0	- 0	- 0	- 0	- 0	Y0 follow-on support
316	Contracts with Special Education Providers	- 0	40,000	60,000	80,000	100,000	120,000	\$2K/SPED student
322	Evaluation & Testing	3,150	7,280	9,308	11,394	13,542	15,751	STEP - Y0: \$525/kit*6 kits; Y1-Y5 + \$1K base fee +\$18/student; NWEA - Y1-Y5
324	Financial Services	22,000	64,250	68,250	71,663	75,246	79,008	Y0: \$2K/month for bookkeeping and accounting services between 11/18 to
325	Fiscal Agent Charges	- 0	31,428	35,000	35,000	35,000	35,000	Max of 3% of BEP or \$35K
328	Janitorial Services	1,600	30,000	30,450	30,907	31,370	31,841	Y1-On: \$2/sq foot plus inflation
328.3	Pest Control	360	1,440	1,462	1,484	1,506	1,528	\$120/month
330	Operating Lease Payments	22,000	92,000	148,000	160,000	172,000	180,000	per LOI 2/14/19; 3/1/19 lease start ; May and June 2019 reimbursable by CSP
331	Legal Services	5,000	5,000	2,500	2,500	2,500	2,500	Y0: retainer, real estate broker fees; Y1-On: retainer
340	Medical and Dental Services	- 0	10,360	10,515	10,673	10,833	10,996	\$37 per 7 hrs per 40 weeks
348	Postal Charges	200	240	365	495	627	764	Y0: \$20/month between 11/18 through 6/19; Y1-On: \$2/student for mailer plus
375	SchoolMint	7,000	7,000	7,000	7,000	7,000	7,000	\$7K/year
377	Field Trips	- 0	6,000	9,135	12,363	15,685	19,105	\$50/student for college visits, museums, etc. plus inflation
378	Fundraising Expenses	500	508	515	523	531	539	annual fee per donor platforms
380	Internet & Website Fees	- 0	2,500	2,538	2,576	2,614	2,653	\$2,500/year for website branding, host fees
383	Payroll Services	870	1,495	1,868	2,133	2,886	3,540	\$115/FTE
387	Staff Recruiting	6,000	5,000	5,075	5,151	5,228	5,307	Y0: \$500/staff member in Y1 excluding school leader; \$5K for other expenses
388.1	Student Recruitment	10,000	15,000	1,500	1,523	1,545	1,569	Y0: \$10K for 3 exterior school signage, one radio/television ad, one billboard
388.3	Parent Meetings	1,500	600	914	1,236	1,569	1,910	Y0:\$300/meeting for 5 meetings; Y1-On:\$5/student plus inflation per night for 5
390	SchoolRunner	- 0	8,640	13,154	17,802	22,587	27,511	\$72/student; student info system
391	Technology Services	- 0	17,226	20,170	23,032	26,652	30,204	Y0: Apple Care at \$230/FTE; Y1-Y5: \$900/mo + \$36/student + \$162/FTE
393	Transportation - Student	- 0	62,280	63,214	128,325	195,375	198,305	\$346/day/bus. 1 Bus in Y1 and Y2. Add a 2nd bus line in Y3 and 3rd in Y4
	SUBTOTAL - Contracted Services	95,800	438,487	528,551	643,960	763,051	814,367	
Supplies & Materials								
418.1	Copier Lease	- 0	10,800	10,962	11,126	11,293	11,463	Y1: \$900/month plus inflation
429	Response to Intervention	- 0	6,000	9,135	12,363	15,685	19,105	\$50/student for progress monitoring tool and intervention curriculum plus
432	SPED Materials	- 0	1,000	1,523	2,060	2,614	3,184	\$50/SPED student for modified manipulatives and books plus inflation
432.1	Library Books	- 0	7,600	10,150	12,775	15,476	18,255	\$2,800 for Leveled text library through CSP; \$40/student for library books
435	Office Supplies	3,000	3,000	3,045	3,091	3,137	3,184	\$300/month for 10 months plus inflation
449	Textbooks	- 0	35,000	18,000	24,360	30,907	37,644	Y1: \$83.33/student for classroom supplies, binders, pencils, lab supplies; \$15K
451	Uniforms	8,843	3,600	5,481	7,418	9,411	11,463	MMA polo & khakis; subsidized at \$30/student plus inflation
452	Utilities	7,200	28,800	29,232	67,253	68,262	69,286	\$1.80/SF (based on neighbor comps)

452.2	Internet	- 0	1,140	1,157	1,174	1,192	1,210	\$95/month for internet service (discounted rate per e-rate)
452.3	Waste	600	2,430	2,466	2,503	2,541	2,579	\$202.5/month plus inflation
452.5	Cell Phone Service	654	2,532	2,570	2,609	2,648	2,687	Y0: \$50/month between 11/18 through 6/19 Y1-On: \$211/month plus inflation
481	Instructional Supplies & Materials	- 0	10,780	11,693	15,824	20,077	24,454	\$34/student + \$2,800 training fee - Lexia Core; \$30/student + \$300 training fee
481.2	Printing Paper	- 0	7,200	10,962	14,835	18,822	22,925	\$60/student plus inflation
482	Enrichment Supplies	- 0	1,200	1,827	2,473	3,137	3,821	\$10/student plus inflation
482.1	Building Decorum	- 0	2,000	500	508	515	523	Y1: Signage, Posters, decorations; Y2-On:additional \$500/year for growth of
482.2	Gifts & Awards	- 0	3,000	4,568	6,181	7,843	9,552	\$25/student for pizzia parties, community circles, student of the month plus
492	Professional Development Supplies	16,000	14,500	15,500	25,000	25,000	25,000	Y0: 4 school site visits at \$1,250/ 2 FTEs + \$4K Standards Inst + \$2K
494	Equipment - Computers	2,265	13,935	3,000	2,000	6,000	6,090	staff laptops - \$1K per new FTE + apple care
494.1	Student Computers	9,650	84,672	7,874	20,232	20,536	20,844	Y0: central printer/copier & front desk desktop computer;Y1: touchscreen
499.1	Staff Gifts and Awards	- 0	975	1,218	1,391	1,882	2,269	\$75/staff plus inflation
SUBTOTAL - Supplies & Materials		48,212	240,164	150,862	235,176	266,978	295,538	
Other Charges								
506	Liability Insurance	4,000	10,500	10,658	10,817	10,980	11,144	\$375/mo liability insurance + \$6K umbrella insurance
513	Worker's Compensation Insurance	1,056	5,816	7,169	8,115	11,347	13,416	
514	Depreciation	- 0	51,700	56,400	56,400	56,400	56,400	
533	Criminal Investigation of Applicants	100	- 0	- 0	- 0	- 0	- 0	Y0: \$50 per hired staff member during pre-opening
SUBTOTAL - Other Charges		5,156	68,016	74,227	75,332	78,726	80,960	
Debt Service								
604	Interest on Notes	3,525	42,231	39,893	36,285	32,397	28,207	
SUBTOTAL - Debt Service		3,525	42,231	39,893	36,285	32,397	28,207	
Capital Expenses								
709	Network Installation	- 0	28,082	1,000	1,000	1,000	1,000	VOIP (hosted server) + network installation (Internet cabling, access points,
711	Furniture & Fixtures	- 0	70,100	- 0	15,000	15,225	15,453	Y1: \$969/FTE + \$383 per 150 seats (add'l for pull-out, groups, book club, etc.)
724	Site Development	13,769	- 0	- 0	- 0	- 0	- 0	Y0: Self Tucker - architect fees
SUBTOTAL - Capital Expenses		13,769	98,182	1,000	16,000	16,225	16,453	
TOTAL EXPENSES		314,319	1,709,828	1,807,807	2,156,307	2,763,342	3,143,095	