



# Memphis Merit Academy Charter School

## MMA March Board of Directors Meeting

Published on March 20, 2024 at 7:37 PM EDT

Amended on March 21, 2024 at 9:19 AM EDT

---

### Date and Time

Thursday March 21, 2024 at 5:30 PM EDT

### Location

Memphis Merit Academy (4775 American Way, Memphis, TN 38118)

---

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.

---

### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:30 PM</b>
<b>A.</b> Record Attendance		Timorie Belk	1 m
<b>B.</b> Call the Meeting to Order		Melisa Moore	1 m
<b>C.</b> Approval of Agenda	Vote	Melisa Moore	1 m

	Purpose	Presenter	Time
<b>D.</b> Approve Minutes	Approve Minutes	Melisa Moore	1 m
<b>II. Monthly Financials</b>			<b>5:34 PM</b>
<b>A.</b> Monthly Financials - Edtec	Vote	Ben Crowe	15 m
The following are the attached monthly financials prepared by Edtec.			
<b>III. Approval Items</b>			<b>5:49 PM</b>
<b>A.</b> MMA 2024-2025 School Calendar	Vote	Lakenna Booker	5 m
The purpose of this is to approve the 2024-2025 School Year calendar for the school.			
<b>IV. Approval of Contracts</b>			<b>5:54 PM</b>
This is approval of FY24-25 contracts.			
<b>A.</b> Array Education - LIT	Vote	Lakenna Booker	5 m
This is the annual contract for the support of literacy coaching support for leaders and teachers. This supports our school's innovative focus on literacy. This PD is aligned to the science of reading.			
<b>B.</b> Envision Operations Contract	Vote	Lakenna Booker	5 m
This contract is for a continued contracted COO for MMA. The purpose of this contract is to support the direct coaching of the operations team.			
<b>C.</b> IXL - Literacy, Math, and Science Intervention - 3 Year	Vote	Lakenna Booker	5 m
The purpose of this contract is for the purchase of literacy, math, and science intervention.			
<b>D.</b> Curriculum Associates- I- Ready	Vote	Lakenna Booker	5 m
The purpose of this contract is for the following:			
<ul style="list-style-type: none"> <li>• Universal Reading Screener for RTI</li> <li>• Universal Math Screener for RTI</li> <li>• Math curriculum and student consumable materials for grades K-6</li> <li>• Teacher Resources for reading and writing supplementary tools</li> <li>• Teacher PD for data digs, math curriculum implementation, and tools</li> </ul>			

	Purpose	Presenter	Time	
<p>The first attachment is for the cost of the licenses for the screener platform and the access to teacher resources. The second attachment is the cost of the shipping and purchase of the textbooks.</p>				
<b>E.</b>	Learning Lounge -Math Coaching Support	Vote	Lakenna Booker	5 m
<p>The purpose of this contract is for math instructional coaching for teachers K-6.</p>				
<b>F.</b>	Encase- Mastery Connect			5 m
<p>This is the benchmark assessment for 2-6 for math, science, and item bank for all subjects.</p>				
<b>V.</b>	<b>Committee Reports</b>			<b>6:24 PM</b>
<b>A.</b>	Development Committee Report	FYI	Timorie Belk	3 m
<ul style="list-style-type: none"> <li>• Capital Campaign</li> <li>• Website updates</li> <li>• Next Meeting</li> </ul>				
<b>B.</b>	Governance Committee Report	FYI	Tressa Johnson	3 m
<ul style="list-style-type: none"> <li>• Bylaws revisions</li> <li>• Board recruiting</li> <li>• Next Meeting</li> </ul>				
<b>C.</b>	Finance Committee Report	FYI	Angelia Allen	3 m
<ul style="list-style-type: none"> <li>• Fiscal Policy Revisions</li> <li>• HOS Contract Review</li> <li>• Next Meeting</li> </ul>				
<b>D.</b>	Academic Achievement Committee	FYI	Lashawn Lester	3 m
<ul style="list-style-type: none"> <li>• HOS Evaluation and timeline for review of feedback</li> <li>• Next Meeting</li> </ul>				
<b>VI.</b>	<b>Other Business</b>			<b>6:36 PM</b>

	Purpose	Presenter	Time
<b>A.</b> CEO/HOS Update	FYI	Lakenna Booker	20 m
<b>B.</b> MMARE Business	Discuss	Lakenna Booker	5 m
<b>VII. Closing Items</b>			<b>7:01 PM</b>
<b>A.</b> Adjourn Meeting	Vote		

---

\* 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.

# Coversheet

## Monthly Financials - Edtec

**Section:** II. Monthly Financials  
**Item:** A. Monthly Financials - Edtec  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** MMA - FY24 February Financial Update - 20240319.pdf

# Memphis Merit Academy February 2024 Financial Update

BEN CROWE

MARCH 21, 2024



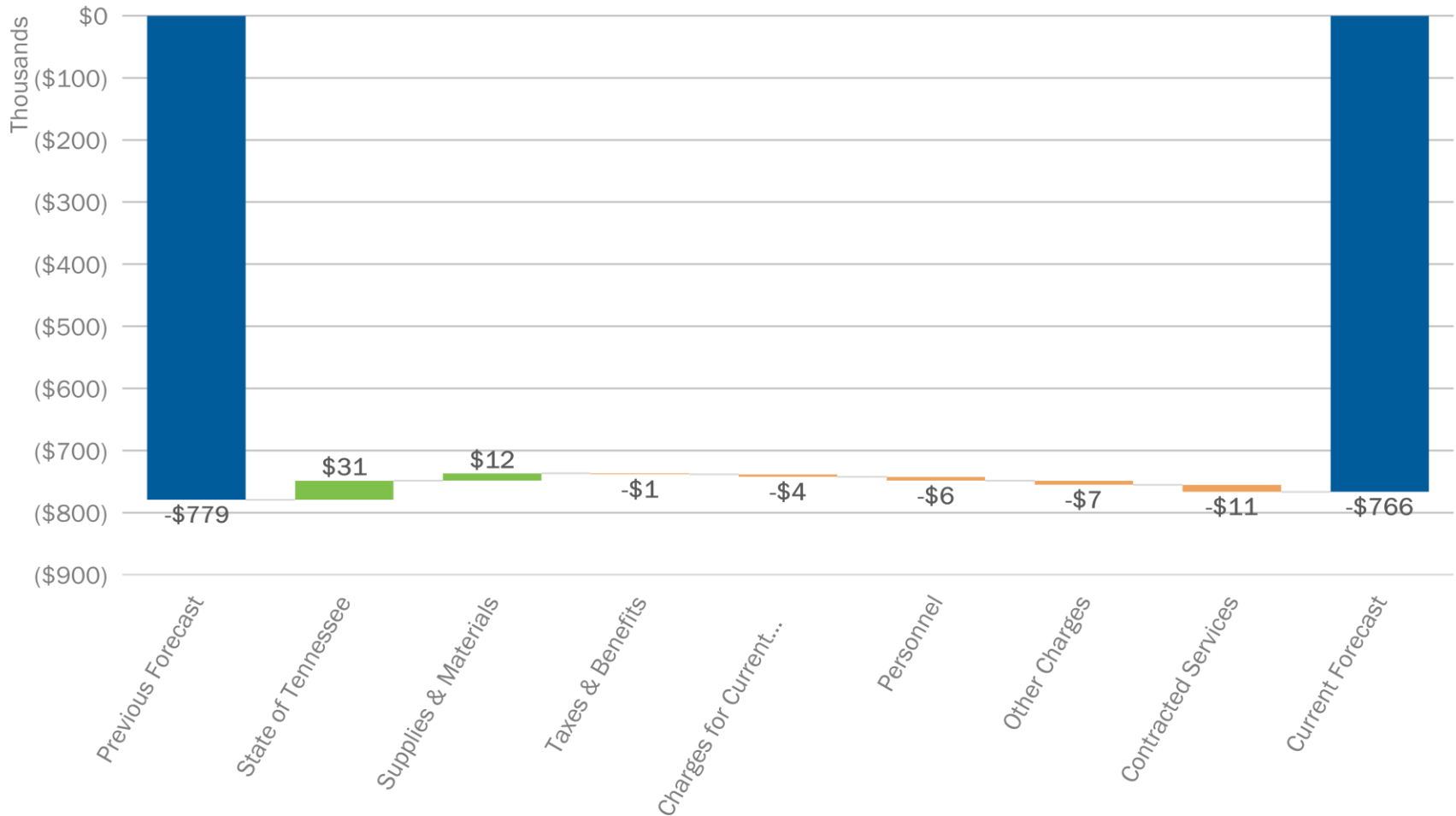
# Contents



- 1. Previous Forecast vs. Current Forecast**
- 2. FY24 Monthly Cash Projection**
- 3. FY24 Financial Dashboard**
- 4. Fund Balance Over Time**

# Previous Forecast vs. Current Forecast

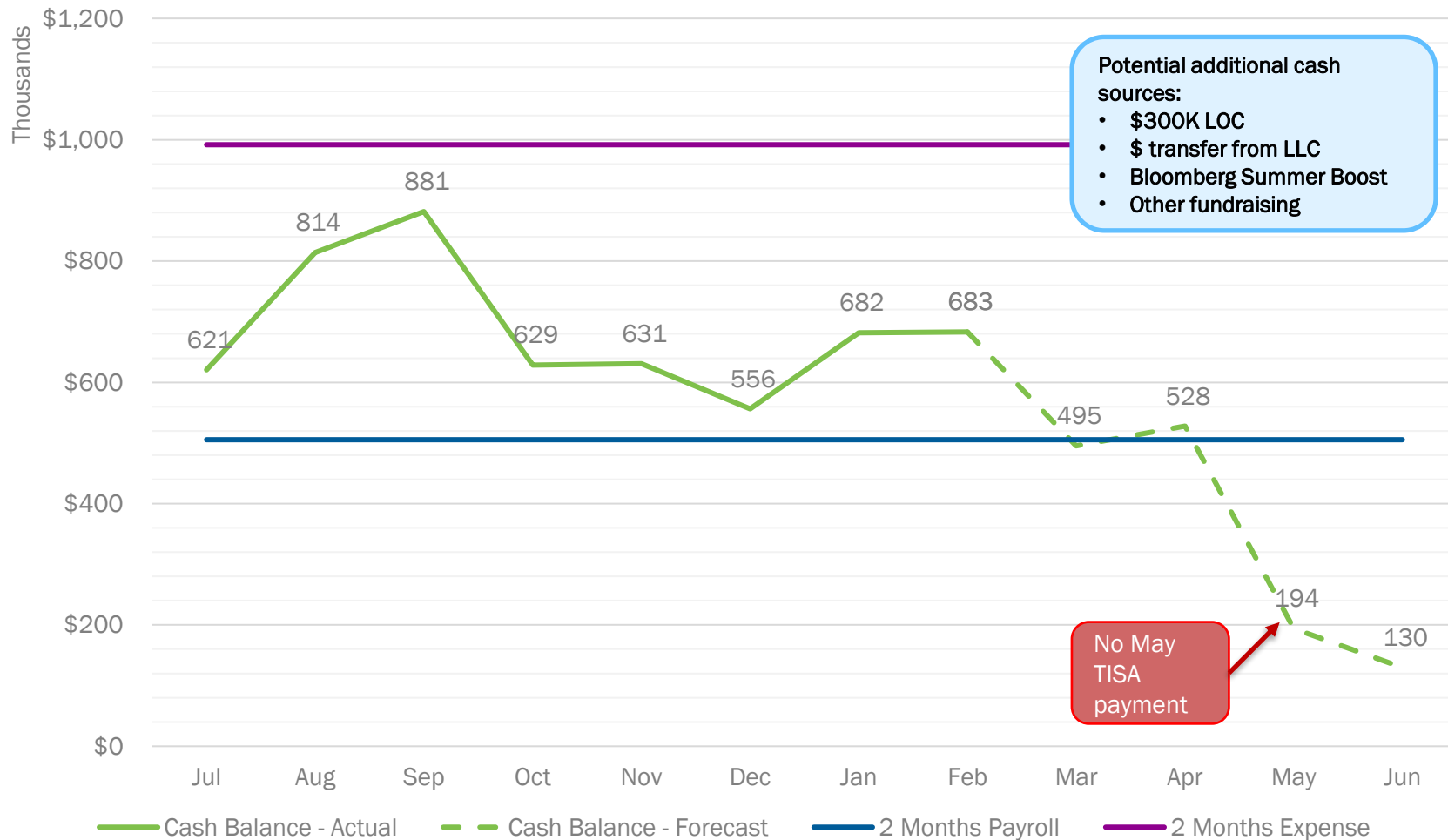
## TISA revenue drives \$13K increase to projected operating income





# FY24 Monthly Cash Projection

**Ended Feb with \$683K; projecting to end FY24 with \$130K, 8 DCOH**

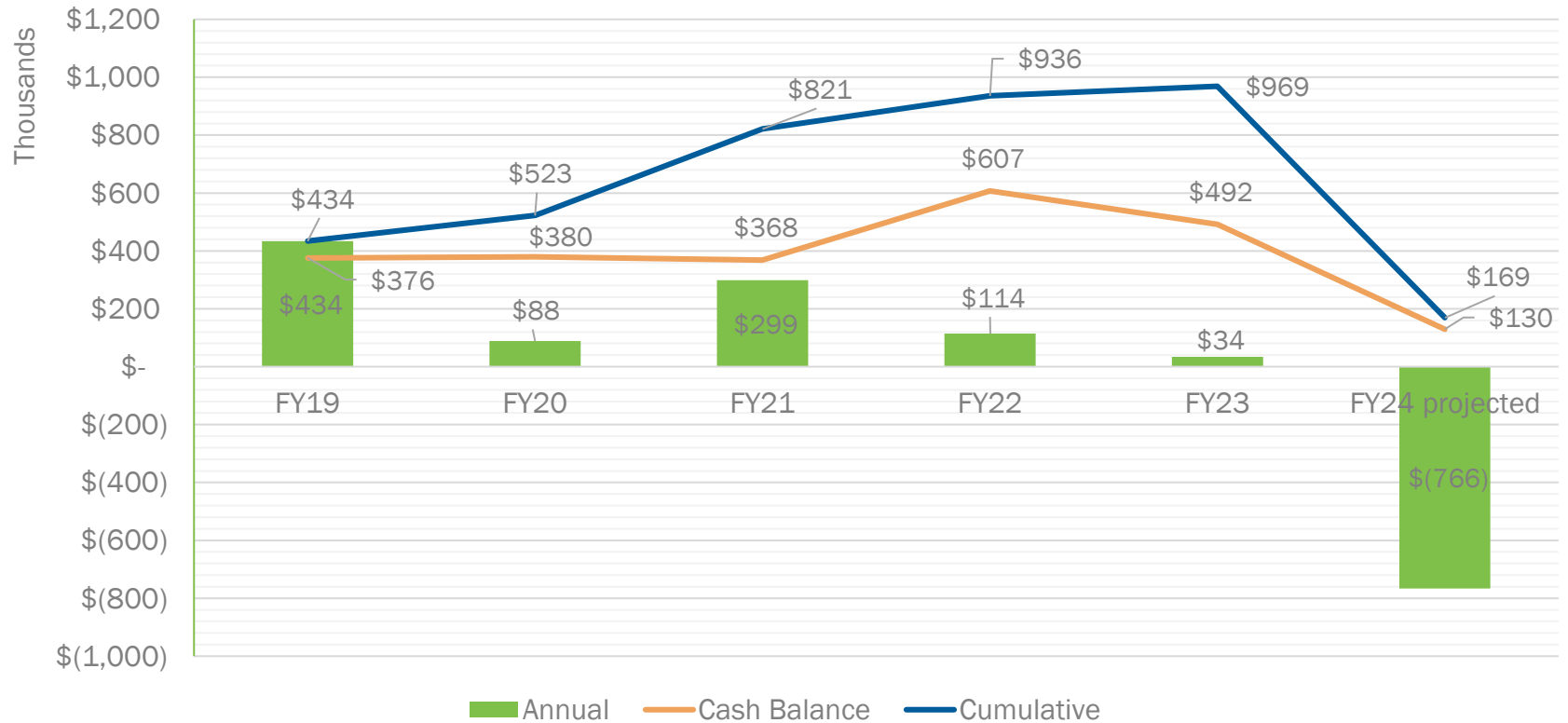


# FY24 Financial Dashboard

				2023-24 Board Meetings					
	Metric	Target	Legend	Oct	Nov	Jan	Feb	Mar	Apr
Revenue	Enrollment	395	<div style="display: flex; gap: 5px;"> <span style="width: 10px; height: 10px; background-color: #90EE90; border: 1px solid #000;"></span> &gt;390  <span style="width: 10px; height: 10px; background-color: #FFD700; border: 1px solid #000;"></span> 375-390  <span style="width: 10px; height: 10px; background-color: #FF6347; border: 1px solid #000;"></span> &lt;375                 </div>	355	351	341	338	340	
	ADM	95%	<div style="display: flex; gap: 5px;"> <span style="width: 10px; height: 10px; background-color: #90EE90; border: 1px solid #000;"></span> &gt;95%  <span style="width: 10px; height: 10px; background-color: #FFD700; border: 1px solid #000;"></span> 90-95%  <span style="width: 10px; height: 10px; background-color: #FF6347; border: 1px solid #000;"></span> &lt;90%                 </div>	89.9%	88.9%	86.3%	85.6%	86.1%	
	Fundraising (board contributions + regular fundraisers)	\$30,000	<div style="display: flex; gap: 5px;"> <span style="width: 10px; height: 10px; background-color: #90EE90; border: 1px solid #000;"></span> &gt;100%  <span style="width: 10px; height: 10px; background-color: #FFD700; border: 1px solid #000;"></span> 80-100%  <span style="width: 10px; height: 10px; background-color: #FF6347; border: 1px solid #000;"></span> &lt;80%                 </div>	0.0%	2.9%	47.2%	47.2%	50.0%	
Expenses	Expense variance to budget (exc. dep)	> -5%	<div style="display: flex; gap: 5px;"> <span style="width: 10px; height: 10px; background-color: #90EE90; border: 1px solid #000;"></span> &gt;-4%  <span style="width: 10px; height: 10px; background-color: #FFD700; border: 1px solid #000;"></span> -5% to -4%  <span style="width: 10px; height: 10px; background-color: #FF6347; border: 1px solid #000;"></span> &lt;-5%                 </div>	-4.6%	-5.0%	-5.1%	-7.7%	-7.9%	
Ops	Uncategorized revenue & expense	<\$10,000	<div style="display: flex; gap: 5px;"> <span style="width: 10px; height: 10px; background-color: #90EE90; border: 1px solid #000;"></span> &lt;\$10,000  <span style="width: 10px; height: 10px; background-color: #FFD700; border: 1px solid #000;"></span> \$5K-\$10K  <span style="width: 10px; height: 10px; background-color: #FF6347; border: 1px solid #000;"></span> &gt;\$15,000                 </div>	\$197,523	\$67,689	\$278,533	\$38,412	\$47,072	
Cash	Cash on hand (EOY)	60 days' expense	<div style="display: flex; gap: 5px;"> <span style="width: 10px; height: 10px; background-color: #90EE90; border: 1px solid #000;"></span> &gt;60  <span style="width: 10px; height: 10px; background-color: #FFD700; border: 1px solid #000;"></span> 45-60  <span style="width: 10px; height: 10px; background-color: #FF6347; border: 1px solid #000;"></span> &lt;45                 </div>	10	24	16	4	8	
Sustain-ability	Year-end fund balance (forecast)	20% of expenses	<div style="display: flex; gap: 5px;"> <span style="width: 10px; height: 10px; background-color: #90EE90; border: 1px solid #000;"></span> &gt;20%  <span style="width: 10px; height: 10px; background-color: #FFD700; border: 1px solid #000;"></span> 15-20%  <span style="width: 10px; height: 10px; background-color: #FF6347; border: 1px solid #000;"></span> &lt;15%                 </div>	5.5%	8.0%	7.5%	3.2%	3.4%	

# Fund Balance Over Time

## Critical to rebuild fund balance over next few years



**Must work to build cash reserves over coming years**

# Coversheet

## MMA 2024-2025 School Calendar

**Section:** III. Approval Items  
**Item:** A. MMA 2024-2025 School Calendar  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2024-25 Instructional\_Assessment Calendar -DRAFT.docx



2024-25 Instructional/Assessment Calendar  
[MSCS Tentative Assessment Calendar](#)

First Semester- 83  
 Administrative Days- 2  
 Staff PD Days -13

Date	Day	Event	Students	Teachers
May 28-31, 2024 <i>*range of possible dates</i>	<b>Tuesday- Thursday</b>	Summer Learning Academy Teacher Orientation	OUT	IN
June 3-June 28, 2024 Juneteenth (19th)-out	<b>Monday- Friday</b>	Summer Learning Academy	IN	IN
June 3-14, 2024	<b>Monday-Friday</b>	Leadership Vacations	*IN SLA	*IN SLA
June 17-25, 2024	<b>Monday- Tuesday</b>	Leadership Professional Development/Retreat	*IN SLA	*IN SLA
June 26-28, 2024	<b>Tuesday- Friday</b>	Leadership Deliberate Practice Clinics	*IN SLA	*IN SLA
July 1-2, 2024	<b>Monday-Tuesday</b>	Leader PD	OUT	OUT
July 3- 5, 2024	<b>Wednesday-Friday</b>	July 4th Holiday School Offices Closed	OUT	OUT

**Commented [1]:** Add in Parent Orientation Dates to this document; Try to Forecast when these will be...  
[jalvarez@memphismeritacademy.org](mailto:jalvarez@memphismeritacademy.org)



2024-25 Instructional/Assessment Calendar

July 8-12, 2024	<b>Monday- Friday</b>	Leadership PD final Prep <i>*individual work time and resubmissions as needed</i>	OUT	OUT
July 15-16, 2024	<b>Monday-Tuesday</b> 2 Days	New Teacher Orientation	OUT	OUT
July 17-July 31, 2024	<b>11 Days</b>	Summer Merit Institute Staff PD	OUT	IN
July 18, 2024	1 Day	Parent Orientation K-2	OUT	IN
July 25, 2024	1 Day	Parent Orientation 3-6	OUT	IN
July 30, 2024	1 Day	Parent Orientation K-6	OUT	IN
July 30, 2024	1 Day	Meet the Teacher 5:30PM	OUT	IN
August 1-2, 2024	K-6 2 Days	1st Day of Students 1st Nine Weeks Begin K-6 Half Days 7:30-11:30	IN	IN
August 1-7, 2024	K-6 2 Days	I-Ready Universal Screening (Fall) (includes dyslexia, spelling, and writing)	IN	IN
<b>August 12-15, 2024</b>	Monday-Thursday	Fall NWEA Testing K-1 Aug. 12-13, 2024 2nd Grade Aug. 12-14,2024 3-6th Grade Aug. 12-15, 2024	IN	IN
<b>August 30, 2024</b> <i>*Blackout Day</i> <b>9:00-6:00 PM</b>	Friday	<b>Stockpile PD Day</b> Professional Development <b>Annual Title I Meeting</b>	OUT	IN

MMA Instructional Calendar 2024-2025 2



2024-25 Instructional/Assessment Calendar

<i>(Title 1 Meetings)</i>		<b>10-11am and 4p-5p</b>		
<b>September 2, 2024</b>	Monday	Labor Day	OUT	OUT
<b>September 6, 2024</b>	Friday	Progress Report Grades Due	IN	IN
<b>September 10, 2024</b>	Tuesday	Progress Reports Issued	IN	IN
<b>September 13, 2024</b>	Friday	<b>Stockpile Day</b> Curriculum Data Dig	OUT	IN
<b>October 4, 2024</b>	Wednesday	End of 1st Nine Weeks	IN	IN
<b>October 7-11, 2024</b>	Monday - Friday	Fall Break	OUT	OUT
<b>October 14, 2024</b>	Monday	<b>Administrative Day</b>	OUT	IN
<b>October 15, 2024</b>	Thursday	2nd Nine Weeks Begins	IN	IN
<b>November 5, 2024</b>	Tuesday	Election Day Professional Development Day	OUT	IN
<b>November 11, 2024</b>	Monday	Veterans Day Observation	OUT	OUT
<b>November 17, 2024</b>	Friday	Progress Reports Issued	IN	IN
<b>November 25-29, 2024</b>	Monday-Friday	Thanksgiving Holiday	OUT	OUT
<b>Dec. 4-5, 2024</b>	Wednesday-Thursday	EnCase Benchmark I Math and Science Only Dec. 4th/2nd-6th Dec. 5th/ 3rd-6th	IN	IN

MMA Instructional Calendar 2024-2025 3



2024-25 Instructional/Assessment Calendar

<b>Dec. 3, 2024 -Dec 20, 2024</b>	Monday - Friday	I-Ready Universal Screening (Winter) (includes dyslexia, spelling, and writing)	IN	IN
<b>December 20, 2024</b>	Friday	Last Day of Semester 8:30-11:30	OUT	IN
<b>December 23- January 7, 2024</b>	Monday - Friday	Winter Break (Students)	OUT	OUT
Second Semester- 97 Administrative Days- 2 Staff PD Days -1				
<b>January 7, 2024</b>	Friday	<b>Stockpile Day</b> Administrative Day	OUT	IN
<b>January 8, 2025</b>	Tuesday	Students return	IN	IN
<b>January 9, 2025</b>	Friday	2nd Nine Weeks End	IN	IN
<b>January 10, 2025</b>	Monday	3rd Nine Weeks Begins	IN	IN
<b>January 7-10, 2025</b>	Monday-Wednesday	NWEA Diagnostic II K-1 Jan. 7-8, 2024 2nd Grade Jan. 7-9, 2024 3-6th Grade Jan. 7-10, 2024	IN	IN
<b>January 15, 2025</b>	Wednesday	Q2 Report Cards Issued	IN	IN
		<i>Parent Teacher Conferences</i> 4-7		
<b>January 20, 2025</b>	Monday	MLK Day/No School	OUT	OUT
<b>February 12, 2025</b>	Friday	Progress Reports Issued	IN	IN

MMA Instructional Calendar 2024-2025 4





2024-25 Instructional/Assessment Calendar

<b>February 17, 2025</b>	Monday	President's Day/Administrative Day	OUT	IN
<b>February 25-26, 2025</b>	Tuesday and Wednesday	Encase Benchmark II (grades 2-5) Math and Science Feb 25th 2nd-6th Feb. 26th 3-6th	IN	IN
<b>March 10-14, 2025</b>	Monday -Friday	Spring Break I	OUT	OUT
<b>March 17, 2024</b>	Monday	<b>Stockpile Day</b> Curriculum Data Dig	OUT	IN
<b>March 26, 2025</b>	Friday	End of 3rd Nine Weeks	IN	IN
<b>March 27, 2025</b>	Monday	Beginning of 4th Nine Weeks	IN	IN
<b>April 18, 2025</b>	Friday	Spring Break II Good Friday	OUT	OUT
<b>April 17, 2025</b>	Wednesday	Progress Reports Issued	IN	IN
<b>Tentative April 14-25, 2025</b>	Monday-Friday	TNReady	IN	IN
<b>April 28 - 30, 2025</b>		Aimsweb Universal Screening (Spring) *3rd Grade Only		
<b>April 28 - May 9, 2025</b>	Monday-Friday	I-Ready Universal Screening (Spring) (includes dyslexia, spelling, and writing)	IN	IN
<b>May 13-16, 2025</b>	Tuesday-Friday	Spring NWEA K-1 May 13-14, 2024	IN	IN

MMA Instructional Calendar 2024-2025 5



2024-25 Instructional/Assessment Calendar

		2nd Grade May 13-15, ,2024 3-6th Grade May 13-16, 2024		
<b>May 23, 2024</b>	Friday	Last Day for Scholars	IN	IN
<b>May 26, 2025</b>	Monday	Memorial Day/ No School	OUT	OUT
<b>May 27, 2025</b>	Tuesday	Administrative Day Last Day for Staff	OUT	IN

*MMA Instructional Calendar 2024-2025 6*

# Coversheet

## Array Education - LIT

**Section:** IV. Approval of Contracts  
**Item:** A. Array Education - LIT  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** MemphisMerit\_Lit Proposal\_FY25.pdf



*Because reading is believing.*

## LIT IMPLEMENTATION PHASE PROPOSAL

*Thank you for your interest in working with Lit and your commitment to ensuring every kid, everywhere, is a reader. The following proposal is representative of work Lit could do to serve your system and/or school(s) during the implementation phase of a Lit learning journey. This proposal is not final until all parties agree on the content.*

### Overview

<b>Client Contact Information</b>	Memphis Merit Academy Charter School 4775 American Way Memphis, TN 38118  Lakenna Booker Head of School <a href="mailto:lbooker@memphismeritacademy.org">lbooker@memphismeritacademy.org</a> 901-617-3690				
<b>Duration</b>	August 2024 - June 2025				
<b>General Details</b>	The proposal assumes that Lit will be working with the following schools across your system: <table border="1" data-bbox="496 1073 1279 1205" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>System/School</th> <th>Grade(s)</th> </tr> </thead> <tbody> <tr> <td>Memphis Merit Academy Charter School</td> <td>K-3</td> </tr> </tbody> </table>	System/School	Grade(s)	Memphis Merit Academy Charter School	K-3
System/School	Grade(s)				
Memphis Merit Academy Charter School	K-3				
<b>What to Expect as a result of the implementation phase of a Lit learning journey</b>	Up to 2 system based leaders will receive coaching on the following areas integral to a healthy reading ecosystem: <ul style="list-style-type: none"> <li>● Priority Planning</li> <li>● Data-Driven Instruction</li> <li>● Observation and Feedback</li> <li>● Instructional Planning</li> </ul>				

### Pricing Details

Service	Cost
Instructional Coaching Visits	\$85,000
Coaching/Oversight	\$64,000
<b>Total SY 24/25: School Support Services</b> <i>*total includes shared services/administrative fees</i>	<b>\$149,000</b>

*Copyright © Lit, a program of Array Education, 2023, all rights reserved*



*Because reading is believing.*

## Lit Implementation Phase Learning Journey

Throughout the implementation phase of your learning journey Lit will work with the system's backbone literacy organization, a core group of leaders from the system that are responsible for the alignment and implementation of the research aligned reading ecosystem. This backbone organization should consist of the most senior level leader who has decision making rights over literacy programming and priority planning as well as network level leader(s) who are responsible for the implementation, monitoring, and coaching of others to implement all of the components of the reading ecosystem.

### Staffing:

Lit will allocate the following staff:

- **A Managing Partner** to:
  - Supervise the yearlong priority plan and ensure improvement cycles drive towards annual goals and priorities set in collaboration with the client
  - Provide executive coaching to the decision-maker of the client's backbone organization
  - Manage the partnership, act as the primary contact for the system and foster partnership health
- **A Partner** to:
  - Coach members of the client's backbone organization on critical leadership levers, such as:
    - Data strategy and analysis
    - System- and building-level observation and feedback
    - Priority planning and monitoring
    - Change management
    - Professional learning

*Note: depending on the size of the engagement, Lit may need to add additional Partners to the partnership to ensure that all coaching, planning, and data cycles are completed as per our final agreement.*

### Implementation Engagement Details:

To support the growth and effectiveness of the reading ecosystem, our engagement features a continuous cycle of data analysis, action planning, observation, and coaching. This cycle will involve both virtual and in-person collaboration. Specifically, we will engage in up to four instructional coaching visits per year aligned with the natural data cycles of schools. Network-level leaders will have weekly touchpoints with Lit Partners between instructional coaching visits for ongoing coaching, data analysis, and action planning.

### Instructional Coaching Visits

During each in-person session, the following objectives will guide our focus:

*System and Building Level Leaders will:*

1. Engage in monitoring and measuring their system's progress against their improvement cycle goals
2. Practice and receive feedback on crucial leadership levers such as
  - a. Data Analysis
  - b. Observation Feedback
  - c. Professional Development



*Because reading is believing.*

d. Change Management

3. Engage in setting new goals for an upcoming improvement cycle

*Lit School Support Staff will:*

- Coach on critical leadership levers such as data analysis, observation and feedback, professional development, priority planning, and change management
- Provide real-time feedback on individual developmental goals and system goals aligned to the client's improvement cycle
- Support the client's backbone organization in measuring and monitoring progress and setting new goals for an upcoming improvement cycle

**1-1 Leader Coaching**

Between instructional coaching visits, the 1-1 Leader Coaching aims to continuously enhance the reading ecosystem and develop system and network-level leaders' skills through a cyclical process of monitoring, coaching, practice, and planning.

**Oversight Meetings**

Oversight meetings involve collaborative problem-solving and feedback exchange to address partnership challenges as they arise.

**Next Steps**

When you are ready to discuss the proposal, please [schedule](#) a time to talk with the Lit team. We will create a formal service agreement once you agree to the above terms.

**Last Word**

Thank you for your interest in working with Lit and your commitment to ensuring every kid, everywhere, is a reader. We look forward to working with you and your team!

# Coversheet

## Envision Operations Contract

**Section:** IV. Approval of Contracts  
**Item:** B. Envision Operations Contract  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** MMA Consulting Agreement 2 (1) (1).pdf

# CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## CLIENT

Memphis Merit Academy  
4775 American Way, Memphis, TN 38118  
(the "Client")

## CONSULTANT

Envision Operations  
Cordova, TN 38016  
(the "Consultant")

## BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):

- 1. New Site Operations Planning:

We will streamlined planning for essential site operations, covering processes such as arrival and dismissal, nutrition services, facility maintenance schedules at the new site.

2. Project Management: Campus Relocation

We provide expert project management for campus relocation, ensuring a seamless and efficient transition. We will create key milestones, manage resources effectively, and mitigate risks using proven project management tools and techniques.

3. Operations Strategy Sessions with Executive Director: We address strategic areas



such as resource allocation, budget planning, and performance evaluation, fostering a shared vision for operational excellence.

4. Coaching and Onboarding: We provide personalized coaching and onboarding support for new and existing Operations leaders. Our coaching services encompass leadership development, team building, and change management, tailored to individual needs and goals..

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

## **TERM OF AGREEMENT**

3. The term of this Agreement (the "Term") will begin on February 20, 2024 and will remain in full force and effect until June 30, 2024, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to June 30, 2024, that Party will be required to provide 30 days' written notice to the other Party.

## **PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

7. The Consultant will charge the Client for the Services at the rate of \$7,500.00 per month (the "Compensation").
8. The Client will be invoiced every two weeks.
9. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.

## **REIMBURSEMENT OF EXPENSES**

10. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
11. All expenses must be pre-approved by the Client.

## **TRADE SECRETS**

12. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
13. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

### **OWNERSHIP OF INTELLECTUAL PROPERTY**

14. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
15. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Consultant.

### **RETURN OF PROPERTY**

16. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

### **CAPACITY//INDEPENDENT CONTRACTOR**

17. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

### **RIGHT OF SUBSTITUTION**

18. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
19. In the event that the Consultant hires a sub-contractor:
  - the Consultant will pay the sub-contractor for its services and the Compensation will

remain payable by the Client to the Consultant.

- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

## **AUTONOMY**

- 20.** Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

- 21.** Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

- 22.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

- 23.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

**a.** Memphis Merit Academy  
4775 American Way, Memphis, TN 38118

**b.** Envision Operations  
Cordova, TN 38016

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## **INDEMNIFICATION**

- 24.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted

successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **MODIFICATION OF AGREEMENT**

- 25.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF THE ESSENCE**

- 26.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

- 27.** The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

- 28.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

- 29.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **TITLES/HEADINGS**

- 30.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GENDER**

- 31.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **GOVERNING LAW**

- 32.** This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee.

**SEVERABILITY**

**33.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

**34.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

---

Memphis Merit Academy

Per: \_\_\_\_\_ (Seal)

Officer's Name: \_\_\_\_\_

Envision Operations

Per: \_\_\_\_\_ (Seal)

Officer's Name: \_\_\_\_\_

# Coversheet

## IXL - Literacy, Math, and Science Intervention - 3 Year

**Section:** IV. Approval of Contracts  
**Item:** C. IXL - Literacy, Math, and Science Intervention - 3 Year  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** MMA\_IXL Quote 2024-2025 (3 years).pdf



IXL Learning  
 777 Mariners Island Blvd., Suite 600  
 San Mateo, CA 94404

# QUOTE

QUOTE # 1348123-8  
 DATE: FEBRUARY 29, 2024

**TO:**  
 Angelina Mccoach  
 Memphis Merit Charter Academy  
 4775 AMERICAN WAY  
 MEMPHIS, TN 38118

**COMMENTS OR SPECIAL INSTRUCTIONS**

Complimentary extension of existing pilot through June, 30th, 2024

Access to IXL Science and Social Studies at no cost for first year

Clever integration included

Skill plan alignment to:  
 Tennessee Academic Standards  
 Over 80 of the most popular text books  
 WIDA, NWEA Map, Iready, etc.

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Mitch Miller		July 8, 2024 – July 8, 2027	March 29, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades K-5: 325 students) Subjects: Math and ELA  <i>K-8 math licenses include complimentary access to IXL's universal screener</i>	\$17,550.00	\$17,550.00
1	Volume discount	-\$487.00	-\$487.00
1	multi-year discount	-\$1,706.00	-\$1,706.00
1	IXL Flex On-site (2-hour on-site plus optional 60-minute session for district and site leaders)  <i>Unlimited instructor accounts included</i>	\$2,600.00	\$2,600.00
SUBTOTAL			\$17,957.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$17,957.00

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 1348123-8. For international accounts, we can accept wire transfers for an additional fee.





**SALES CONTRACT**

CONTRACT #183996

February 29, 2024

IXL Learning  
 777 Mariners Island Blvd., Suite 600  
 San Mateo, CA 94404

**CUSTOMER**

Angelina Mccoach  
 Memphis Merit Charter Academy  
 4775 AMERICAN WAY  
 MEMPHIS, TN 38118

**SUBSCRIPTION INFO**

Salesperson	Quote #	Subscription duration
Mitch Miller	1348123-8	Jul 8, 2024 – Jul 8, 2027

**PAYMENT PLAN**

	Amount	Invoice date
First installment with Professional Learning Services	\$7,679 (50%) + \$2,600 = \$10,279	July 31, 2024
Subscription year 2	\$3,839 (25%)	July 31, 2025
Subscription year 3	\$3,839 (25%)	July 31, 2026
<b>TOTAL</b>	<b>\$17,957</b>	

*Price valid until March 29, 2024*

**COMMENTS OR SPECIAL INSTRUCTIONS**

Complimentary extension of existing pilot through June, 30th, 2024

Access to IXL Science and Social Studies at no cost for first year

Clever integration included

Skill plan alignment to:  
 Tennessee Academic Standards  
 Over 80 of the most popular text books  
 WIDA, NWEA Map, Iready, etc.

**ACCEPTANCE OF SALES CONTRACT**

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

**AUTHORIZED SIGNATURE**

\_\_\_\_\_

**DATE**

\_\_\_\_\_



## TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:  
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail [orders@ixl.com](mailto:orders@ixl.com)  
Completed sales contracts should be emailed to your sales consultant.

# Coversheet

## Curriculum Associates- I- Ready

**Section:** IV. Approval of Contracts  
**Item:** D. Curriculum Associates- I- Ready  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** MMA\_iReady Quote for 2024-2025.pdf  
Iready Classroom Book Quote.pdf

# Curriculum Associates®

**Prepared For:**

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

2/12/2024

Dear Lakenna Booker,

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

Implementation Starting: 2024-2025    Quote ID: 356612.2    Quote Valid through: 12/31/2024

Product	List Price	Net Price
i-Ready	\$20,050.00	\$20,050.00
Toolbox	\$3,550.00	\$3,017.50
Professional Learning	\$8,800.00	\$8,800.00
i-Ready Partners Services	\$2,000.00	\$0.00
<i>i-Ready Partners Services Includes:</i> <ul style="list-style-type: none"> <li>• <i>Initial Implementation Services:</i> Provisioning, Initial Rostering, Hosting, Technology Assessment</li> <li>• <i>Implementation Management:</i> Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management</li> <li>• <i>Staff Development Consultation and Resources:</i> Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources</li> <li>• <i>Technical Support:</i> Proactive Network Monitoring &amp; Issue Notification, Annual Health Check, Technical Support</li> </ul>		
	List Total:	\$34,400.00
	Savings:	\$2,532.50
	Shipping/Tax/Other:	\$0.00
	<b>Total:</b>	<b>\$31,867.50</b>

Thank you again for your interest in Curriculum Associates.

**Sincerely**

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

**Please submit this quote with your purchase order**

# Curriculum Associates®

Quote ID: 356612.2    Date: 2/12/2024    Quote Valid through: 12/31/2024

**Prepared For:**

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

**Your Representative:**

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

**i-Ready**

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 1 Year	15003.0	1	\$20,050.00	\$20,050.00	\$20,050.00
i-Ready Subtotal:					\$20,050.00

**Toolbox**

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Learning Teacher Toolbox Access Reading + Writing Per Site 351-500 students 1 Year	28347.0	1	\$3,550.00	\$3,017.50	\$3,017.50
Toolbox Subtotal:					\$3,017.50

**Professional Learning**

Product Name	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Learning)	28024.0	1	\$0.00	\$0.00	\$0.00
Professional Learning Session (up to 6 hours) AY 24-25	38557.0	4	\$2,200.00	\$2,200.00	\$8,800.00
Professional Learning Subtotal:					\$8,800.00

**i-Ready Partners Services**

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 1 Year	27939.0	1	\$2,000.00	\$0.00	\$0.00
i-Ready Partners Services Subtotal:					\$0.00

Total		
	List Total:	\$34,400.00
	Savings:	\$2,532.50
	Merchandise Total:	\$31,867.50
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$0.00
	<b>Total:</b>	<b>\$31,867.50</b>

### Special Notes

F.O.B.: N. Billerica, MA 01862  
 Shipping: Shipping based on MDSE total  
 Terms: Net 30 days, pending credit approval  
 Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

N1



# Curriculum Associates®

## Information on Professional Learning Sessions and COVID-19

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

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

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

# Curriculum Associates®

## Notice for Usage of Teacher Toolbox Materials

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

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

# i-Ready® Partners

## Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

### Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



**Account Management**



**Professional Development**



**Educational Consultants**



**Achievement Analytics**



**Technical Support**

## Your *i-Ready Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



# Curriculum Associates®

## Placing an Order

**Email:** [Orders@cainc.com](mailto:Orders@cainc.com)

**Fax:** 1-800-366-1158

**Mail:**

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

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

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

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

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	7% of order

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

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- Interior Location Delivery \$50/shipment location
- White Glove Delivery Service \$350/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$100/shipment location
- Freight Storage \$150/day/shipment location
- Freight Carrier Redelivery \$100/shipment location

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

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

## Payment Terms

Payment terms are as follows:

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

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing [AR@cainc.com](mailto:AR@cainc.com).

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

## Invoice Receipt Preference

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

## Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support). Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at [i-ready.com/support](http://i-ready.com/support).

## Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund within 90 days of license start date. After 90 days, your non-print products purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.

# TENNESSEE BOOK COMPANY

**QUOTE**

1550 HEIL QUAKER BLVD, STE 100  
PO BOX 3009  
LA VERGNE, TN 37086  
615-793-5040

ADOPT

Number	325786
Date	03/01/2024
Page	1

*Ship-to:* **SAME**  
**MEMPHIS MERIT ACAD CHARTER SCH**  
**BUSINESS OFFICE**  
**4775 AMERICAN WAY**  
**MEMPHIS, TN 38118**

*Bill-to:* **9016**  
**MEMPHIS MERIT ACAD CHARTER SCH**  
**BUSINESS OFFICE**  
**4775 AMERICAN WAY**  
**MEMPHIS, TN 38118**

Ordered	Requested	Ordered By	Terms	Wh	Freight	Ship Via
03/01/2024	03/01/2024	128-SHELBY CO.	NET 30 DAYS	01	PREPAID	AVERITT/U.P.S.

Po #:	<b>HOLD FOR PO</b>	Ordered By:	<b>ANGELINA MCCOACH</b>
-------	--------------------	-------------	-------------------------

Item	Description	Isbn-13	Ordered	UM	Price	UM	Extension
T28051741	IREADY CLSRM MATH G/K TN SE WR KTXN & DIG ACS 1Y Consisting of:	9781728051741	120	EA	27.00	EA	3240.00
28048895	IREADY CLSRM MATH G/K TN SE WO RKTEXT V/1	9781728048895	120	EA			
28048901	IREADY CLSRM MATH G/K TN SE WO RKTEXT V/2	9781728048901	120	EA			
T28051758	IREADY CLSRM MATH G/1 TN SE WR KTXN & DIG ACS 1Y Consisting of:	9781728051758	60	EA	27.00	EA	1620.00
28048918	IREADY CLSRM MATH G/1 TN SE WO RKTEXT V/1	9781728048918	60	EA			
28048925	IREADY CLSRM MATH G/1 TN SE WO RKTEXT V/2	9781728048925	60	EA			
T28051765	IREADY CLSRM MATH G/2 TN SE WR KTXN & DIG ACS 1Y Consisting of:	9781728051765	60	EA	27.00	EA	1620.00
28048932	IREADY CLSRM MATH G/2 TN SE WO RKTEXT V/1	9781728048932	60	EA			
28048949	IREADY CLSRM MATH G/2 TN SE WO RKTEXT V/2	9781728048949	60	EA			
T28051772	IREADY CLSRM MATH G/3 TN SE WR KTXN & DIG ACS 1Y Consisting of:	9781728051772	60	EA	27.00	EA	1620.00
28048956	IREADY CLSRM MATH G/3 TN SE WO RKTEXT V/1	9781728048956	60	EA			
28048963	IREADY CLSRM MATH G/3 TN SE WO RKTEXT V/2	9781728048963	60	EA			

*Kellie Dumas*

# TENNESSEE BOOK COMPANY

**QUOTE**

1550 HEIL QUAKER BLVD, STE 100  
PO BOX 3009  
LA VERGNE, TN 37086  
615-793-5040

ADOPT

Number	325786
Date	03/01/2024
Page	2

*Ship-to:* **SAME**  
**MEMPHIS MERIT ACAD CHARTER SCH**  
**BUSINESS OFFICE**  
**4775 AMERICAN WAY**  
**MEMPHIS, TN 38118**

*Bill-to:* **9016**  
**MEMPHIS MERIT ACAD CHARTER SCH**  
**BUSINESS OFFICE**  
**4775 AMERICAN WAY**  
**MEMPHIS, TN 38118**

Ordered	Requested	Ordered By	Terms	Wh	Freight	Ship Via
03/01/2024	03/01/2024	128-SHELBY CO.	NET 30 DAYS	01	PREPAID	AVERITT/U.P.S.

Po #:	<b>HOLD FOR PO</b>	Ordered By:	<b>ANGELINA MCCOACH</b>
-------	--------------------	-------------	-------------------------

Item	Description	Isbn-13	Ordered	UM	Price	UM	Extension
T28051789	IREADY CLSRM MATH G/4 TN SE WR KTXR & DIG ACS 1Y Consisting of:	9781728051789	60	EA	27.00	EA	1620.00
28048970	IREADY CLSRM MATH G/4 TN SE WO RKTEXT V/1	9781728048970	60	EA			
28048987	IREADY CLSRM MATH G/4 TN SE WO RKTEXT V/2	9781728048987	60	EA			
T28051796	IREADY CLSRM MATH G/5 TN SE WR KTXR & DIG ACS 1Y Consisting of:	9781728051796	60	EA	27.00	EA	1620.00
28048994	IREADY CLSRM MATH G/5 TN SE WO RKTEXT V/1	9781728048994	60	EA			
28049007	IREADY CLSRM MATH G/5 TN SE WO RKTEXT V/2	9781728049007	60	EA			
T28051802	IREADY CLSRM MATH G/6 TN SE WR KTXR & DIG ACS 1Y Consisting of:	9781728051802	60	EA	27.00	EA	1620.00
28049014	IREADY CLSRM MATH G/6 TN SE WO RKTEXT V/1	9781728049014	60	EA			
28049021	IREADY CLSRM MATH G/6 TN SE WO RKTEXT V/2	9781728049021	60	EA			
Entered by: SMB 03/01/24							
GRATIS MATERIALS WILL BE SHIPPED FROM THE PUBLISHER							

<i>Kellie Dumas</i>	<b>Merchandise</b>	<b>Misc</b>	<b>Tax</b>	<b>Freight</b>	<b>Total Due</b>
	12960.00	.00	.00	648.00	13608.00

\$648

# Coversheet

## Learning Lounge -Math Coaching Support

**Section:** IV. Approval of Contracts  
**Item:** E. Learning Lounge -Math Coaching Support  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** The Learning Lounge K-12.pdf

## **The Learning Lounge K-12 Math Coaching Contract**

This contract is entered into on July 22, 2024 between Memphis Merit Academy Charter School and The Learning Lounge K-12.

### 1. Term of Contract:

This Contract shall commence on July 22, 2024 and shall terminate on May 30, 2024, unless otherwise extended or terminated as per the terms herein.

### 2. Responsibilities of the Math Coach:

a. **Weekly Math Coaching (Hybrid):** The Math Coach agrees to conduct weekly math coaching sessions, utilizing a hybrid model combining in-person and virtual instruction, focusing on Unit Internalization and Lesson Internalization Deliberate Practice.

b. **In-person Lesson Observations with Feedback:** In-person lesson observations will occur bi-weekly, where the Math Coach will observe math lessons conducted by teachers at Memphis Merit Academy Charter School. The Math Coach will provide constructive feedback and recommendations for improvement based on the observations.

c. **Quarterly Data Meetings:** The Math Coach shall participate in quarterly data meetings with Math teachers of Grades 2-6 to review student performance data, identify trends, and develop strategies for improvement.

d. **Math Professional Development:** Upon return from each holiday break or based on the School's annual calendar for professional development, the Math Coach shall engage in Math Professional Development activities to enhance coaching methodologies and stay updated on best practices in math education.

### 3. School's Responsibilities:

a. The School shall provide necessary resources, including access to student data, instructional materials, and facilities, to support the Math Coach in fulfilling their responsibilities.

b. The School shall designate a liaison to facilitate communication and collaboration between the Math Coach and school staff.



#### 4. Compensation:

- a. The Math Coach shall receive compensation of \$50,000 annually for the duration of this Contract.
- b. Payment shall be made on a monthly basis.

#### 5. Performance Evaluation:

- a. The Math Coach's performance shall be evaluated periodically based on predetermined metrics, including student progress, coaching effectiveness, and collaboration with school staff.
- b. Performance evaluations shall be conducted jointly by the Math Coach and designated school representatives.

#### 6. Termination:

- a. Either party may terminate this Contract with a two week written notice to the other party, citing reasons for termination.
- b. In the event of termination, the Math Coach shall be compensated for services rendered up to the termination date.

#### 7. Confidentiality:

- a. The Math Coach agrees to maintain the confidentiality of student records and other sensitive information obtained during the course of coaching sessions.
- b. Confidential information shall not be disclosed to third parties without the express consent of the School.

#### 8. Amendments:

Any amendments or modifications to this Contract must be made in writing and agreed upon by both parties.

#### 9. Governing Law:

This Contract shall be governed by the laws of Tennessee, without regard to its conflict of laws principles.

10. Entire Agreement:

This Contract constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

In Witness Whereof, the parties hereto have executed this Contract as of the date first above written.

Memphis Merit Academy Charter School:

---

[Signature]

[Name], [Title]

Date: \_\_\_\_\_

Math Coach:

---

[Signature]

**The Learning Lounge K-12**

Date: \_\_\_\_\_

## **Exhibit A. Coaching Experience and trainers**

The Learning Lounge K-12 highlights of experience:

- National experience coaching teachers in both large and small districts in states such as MS, TN, MA, AR, OH, NY, LA
- Coaches and trainers have experience working in K-12 educational setting in urban schools
- Coaches and trainers have formal training on a variety of curriculum vetted through EdReports.org and has access
- Coaches and trainers have obtained Level 5 ranking as designated by state of TN
- Coaches and trainers deemed *Irreplaceable Teachers by Shelby County Schools*
- More than 30 years of combined years of experience in teaching, coaching, and evaluating the educational setting
- Formal training from national recognized programs such Relay GSE
- Holds a valid teacher license and certification
- Holds a valid administrative license and certification for the state of TN
- Experience with working with special populations of students
- Certifications in mathematics, science, social studies, and english language arts
- Coaches and trainers trained on both national and state standards
- Experience with progress monitoring and local compliance related to charter schools and other public schools

# Coversheet

## Encase- Mastery Connect

**Section:** IV. Approval of Contracts  
**Item:** F. Encase- Mastery Connect  
**Purpose:**  
**Submitted by:**  
**Related Material:** MMA\_Encase Quote for 2024-2025.pdf



## Services Order Form

Order #: Q-359325-1  
 Date: 2024-02-28  
 Offer Valid Through: 2024-06-17

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

### Order Form For Memphis Merit Academy Charter

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

#### Order Information

Billing Frequency: Annual Upfront  
 Payment Terms: Net 30

#### Billing Contact

Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

#### Primary Contact

Name: Lakenna Booker  
 Email: lbooker@memphismeritacademy.org  
 Phone: +1 901 604 2066

#### Billing Frequency Term:

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

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Mastery Connect Bundled Subscription	2024-07-01	2025-06-30	User	300	USD 318.27	USD 5,781.00
Mastery View Predictive Assessments TN - Second Semester (2BA) - School Pricing - MVPA Pacing - Math;Science - 2;3;4;5;6	2024-07-01	2025-06-30	User	300	USD 8.80	USD 2,640.00
Individual Student Reports	2024-07-01	2025-06-30	User	300	USD 1.21	USD 363.00
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	2024-07-01	2025-06-30	User	300	USD 4.25	USD 1,275.00
Recurring Sub-Total						USD 10,059.00
Year 1 Total						USD 10,059.00
<b>Grand Total:</b>						USD 10,059.00

Package Information
Included in your Item Bank - Navigate All 4 Subjects & CASE Bundle:

Deliverable	Description	Expiration	Qty
Mastery Connect Subscription	Mastery Connect - Subscription	N/A	300
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	300
Mastery View Predictive Assessments TN - Second Semester (2BA) - School Pricing - MVPA Pacing - Math;Science - 2;3;4;5;6	Mastery View Predictive Assessments - Grade Levels	N/A	300
Individual Student Reports	Mastery View Individual Student Reports	N/A	300
Mastery Item Bank - Supplemental	Annual Subscription for Mastery Item Bank - Supplemental	N/A	300
Mastery Item Bank Subscription	Mastery Item Bank subscription for ELA, Math, Science and Social Studies featuring learning standards alignments for all 50 States, D.C., Common Core and Next Generation Science Standards.	N/A	300

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

3rd Party Product	Description	Expiration	Qty
Mastery Connect Student Licensing - GradeCam	User means a learner, administrator, author, manager or designated user associated with Customer's organization, which is authorized by Customer to use the Service with a login credential. Includes access to GradeCam services allowing for bubblesheet scoring.	N/A	300

**Metrics and Descriptions:**

**User:** User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Mastery View Predictive Assessments - Grade Levels	Mastery View Predictive Assessments for the State Tested Subject Areas.
Item Bank - Mastery All 4 Subjects & Mastery View Bundle	Annual Subscription for Mastery View + Mastery Item Banks

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

**Miscellaneous:** Instructure’s support terms are available as follows:  
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>  
 Folium: <https://portfolium.com/support-terms>  
 MasteryConnect: <https://www.masteryconnect.com/support/>

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

In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

**Terms and Conditions**

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

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

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

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

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

**Notes**  
 This quote is for Mastery View Predictive Assessments, Mastery Item Banks and Mastery Connect with GradeCam for Math, grades 2-6 and Science, grades 3-6 for 2 BA's a year. The first test for Math (gr 2-6) and Science (gr 3-6) will be a pre-test.

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

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

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

**Memphis Merit Academy Charter**

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

**Instructure, Inc.**

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