



Memphis Merit Academy Charter School

Monthly MMA Board Meeting

Published on May 26, 2026 at 11:27 AM CDT

Amended on May 28, 2026 at 12:51 PM CDT

Date and Time

Thursday May 28, 2026 at 5:30 PM CDT

Location

Memphis Merit Academy

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
I. Opening Items			5:30 PM
A. Record Attendance			1 m
B. Call the Meeting to Order		Aurelia McBride	

	Purpose	Presenter	Time
C. Approve Minutes	Approve Minutes	Aurelia McBride	1 m
Approve minutes for Monthly MMA Board Meeting on April 16, 2026			
II.	Review and Approval of Monthly Financials		5:32 PM
The purpose of this section is to review and approve the monthly financials for MMA.			
A.	Approval of Monthly Financials	Vote	Angelina Mccoach 10 m
This is the monthly review of prior month financials and updates by back office provider.			
B.	FY27 Preliminary Budget Review	Vote	Lakenna Booker 10 m
III.	Slate of Board Officers		5:52 PM
The purpose of this section is to discuss the Slate of Officers for the 2026-2027 Fiscal Year.			
A.	New Board Member - Karla Leeper	Vote	Aurelia McBride 5 m
IV.	Approvals		5:57 PM
A.	Board on Track	Discuss	Lakenna Booker 5 m
B.	Array Education (LIT)	Discuss	Lakenna Booker 5 m
C.	SchoolRunner	Discuss	Lakenna Booker 8 m
D.	i-Ready Testing	Discuss	Lakenna Booker 5 m
E.	Code Crew	Discuss	Lakenna Booker 5 m
This contract will support us in satisfying Tennessee's T.C.A. § 49-6-1010. This is the Computer Science course that is required by 8th Grade.			
F.	The Learning Lounge (Math Coaching)	Discuss	Lakenna Booker 5 m
G.	Deans List	Vote	Lakenna Booker 5 m
H.	Huddle Up	Vote	Lakenna Booker 5 m
I.	Wired Technology Partners	Vote	Lakenna Booker 5 m
J.	ALL Memphis OG Training	Vote	Lakenna Booker 5 m

	Purpose	Presenter	Time
K. Student Chromebooks	Vote	Lakenna Booker	5 m
L. STEMscopes - Update	Vote	Lakenna Booker	5 m
M. McGraw Hill - SS, Music, & Spanish	Vote	Lakenna Booker	5 m
N. Band Contract	Vote	Lakenna Booker	5 m

V. Committee Reports 7:10 PM

The purpose of this section is to review committee reports.

A. Academic Achievement Committee	Discuss	Lashawn Lester	10 m
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2025-2026 Goals MMA's Academic Achievement Committee

- MMA's academic achievement committee will execute Executive Director evaluation by 12/2025 of the 2025-2026 SY.
- MMA's academic achievement committee will finalize a more robust academic data dashboard by the end of 2025-2026 SY.
- MMA's academic achievement committee will monitor the current academic data dashboard each month.

B. Development Committee	Discuss	Aurelia McBride	10 m
C. Finance Committee	Discuss	Joseph McKinney	10 m
D. Governance Committee	Discuss	Aurelia McBride	10 m

- Terms Discussion

VI. Other Business 7:50 PM

A. Executive Director Update	Discuss	Lakenna Booker	10 m
B. MMARE Financials - KAMI	Discuss	Angelina Mccoach	15 m

The purpose of this section is to update the board on monthly financial position of the total property of 4089 American Way.

C. Property Manager Reports - Progressive PM	Discuss	Angelina Mccoach	10 m
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	Purpose	Presenter	Time
This is a summary of reports from Progressive Property Management on expenses and revenues for managing the properties.			
D. Approval of 990T	Discuss	Lakenna Booker	5 m
VII. Closing Items			8:30 PM
A. Adjourn Meeting	Vote	Aurelia McBride	

* 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

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Monthly MMA Board Meeting on April 16, 2026

APPROVED



Memphis Merit Academy Charter School

Minutes

Monthly MMA Board Meeting

Date and Time

Thursday April 16, 2026 at 5:30 PM

Location

Memphis Merit Academy

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.

Directors Present

Aurelia McBride, Joseph McKinney, Lashawn Lester (remote), Robin Dixon, Talunja Prophet, Timorie Belk

Directors Absent

Dimika Cavalier, Reid Lanigan

Guests Present

Angelina Mccoach, Ben Crowe, Lakenna Booker, Tasia Mitchum

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

Aurelia McBride called a meeting of the board of directors of Memphis Merit Academy Charter School to order on Thursday Apr 16, 2026 at 5:42 PM.

C. Approve Minutes

Joseph McKinney made a motion to approve the minutes from Monthly MMA Board Meeting on 03-26-26.

Timorie Belk seconded the motion.

The board **VOTED** unanimously to approve the motion.

II. Review and Approval of Monthly Financials

A. Approval of Monthly Financials

Timorie Belk made a motion to approve the monthly financials for March 2026.

Joseph McKinney seconded the motion.

No draw on line of credit this year

ended April with \$1.2 million

\$184k positive

The board **VOTED** unanimously to approve the motion.

B. FY27 Preliminary Budget Review

Joseph McKinney made a motion to approve the FY27 preliminary budget.

Timorie Belk seconded the motion.

-budget based on 564 students

-MMA providing its own lunch option for students will create a positive increase in revenue

The board **VOTED** unanimously to approve the motion.

III. Approvals

A. SY 26-27 School Calendar Approval

Timorie Belk made a motion to approve SY 26-27 School Calendar.

Joseph McKinney seconded the motion.

Calendar is aligned to MSCS school calendar

The board **VOTED** unanimously to approve the motion.

B. Executive Director Evaluation

Mr. Lester has released the evaluation to all Board Members via BOT.

C. CKLA (Grades K-4)

Timorie Belk made a motion to approve CKLA contract.

Joseph McKinney seconded the motion.

3 year contract

print and electronic resources

provides foundational skills assistance

The board **VOTED** unanimously to approve the motion.

D. Wit & Wisdom (Grades 5-8) 3 Years

Timorie Belk made a motion to approved Wit&Wisdom contract.

Joseph McKinney seconded the motion.

this provider is approved by the State

aligned to novel focused reading which will facilitate stamina in students

The board **VOTED** unanimously to approve the motion.

E. EnVision Math (3 Year)

Timorie Belk made a motion to approve EnVision Math contract.

Joseph McKinney seconded the motion.

accountability math adjustment

The board **VOTED** unanimously to approve the motion.

F. McGraw Hill - Science, Social Studies, and Spanish

THIS ITEM WAS TABLED AND NOT VOTED UPON AT THE MEETING

G. Copier Lease

Timorie Belk made a motion to SHARP copier lease.

Joseph McKinney seconded the motion.

DEX, previous company, unable to compete with current offer

more benefits for less money

several thousands in savings this year alone

The board **VOTED** unanimously to approve the motion.

IV. Committee Reports

A. Academic Achievement Committee

B.

Development Committee

Aurelia will connect TImorie with Susanne Landau of Give Back Memphis to work on Capital Campaign

C. Finance Committee

D. Governance Committee

Slate of officers for May meeting, vote in June determine Directors rolling off
vote on Karla Leeper at next meeting

V. Other Business

A. Executive Director Update

B. MMARE Financials - KAMI

C. Property Manager Reports - Progressive PM

D. Property Management Requests - Subleasing

MMARE has permission fo board to coordinate sub leasing agreement with Sweetgrass Counseling

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:14 PM.

Respectfully Submitted,
Aurelia Mcbride

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Coversheet

Approval of Monthly Financials

Section: II. Review and Approval of Monthly Financials
Item: A. Approval of Monthly Financials
Purpose: Vote
Submitted by:
Related Material: MMA - FY26 - April Financial Update.pdf
MMA FINAL Apr financials.pdf

Memphis Merit Academy

FY26 April Financial Update

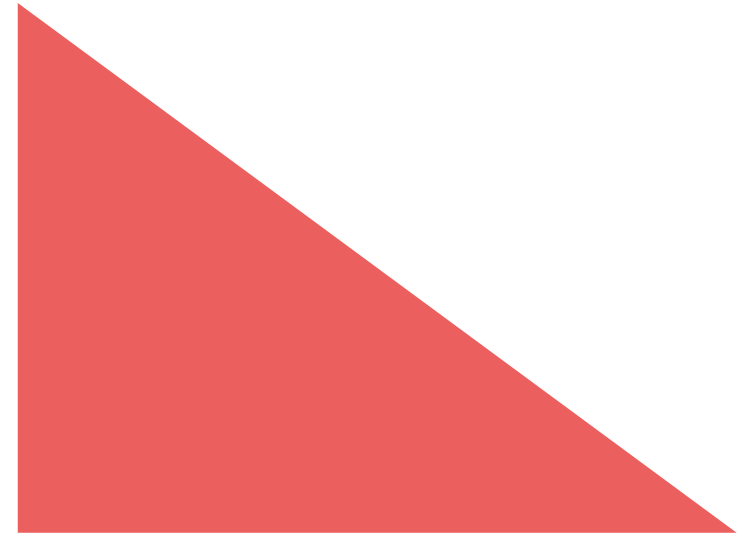




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- **2025-26 (FY26) Forecast Update**
 - FY26 Prior Forecast vs. Current Forecast
 - FY26 Monthly Cash Projection
 - FY26 Financial Dashboard

- **2026-27 (FY27) Budget Update**
 - FY27 Budget Summary
 - FY27 Previous Draft vs Proposed Budget
 - FY27 Cash Projections





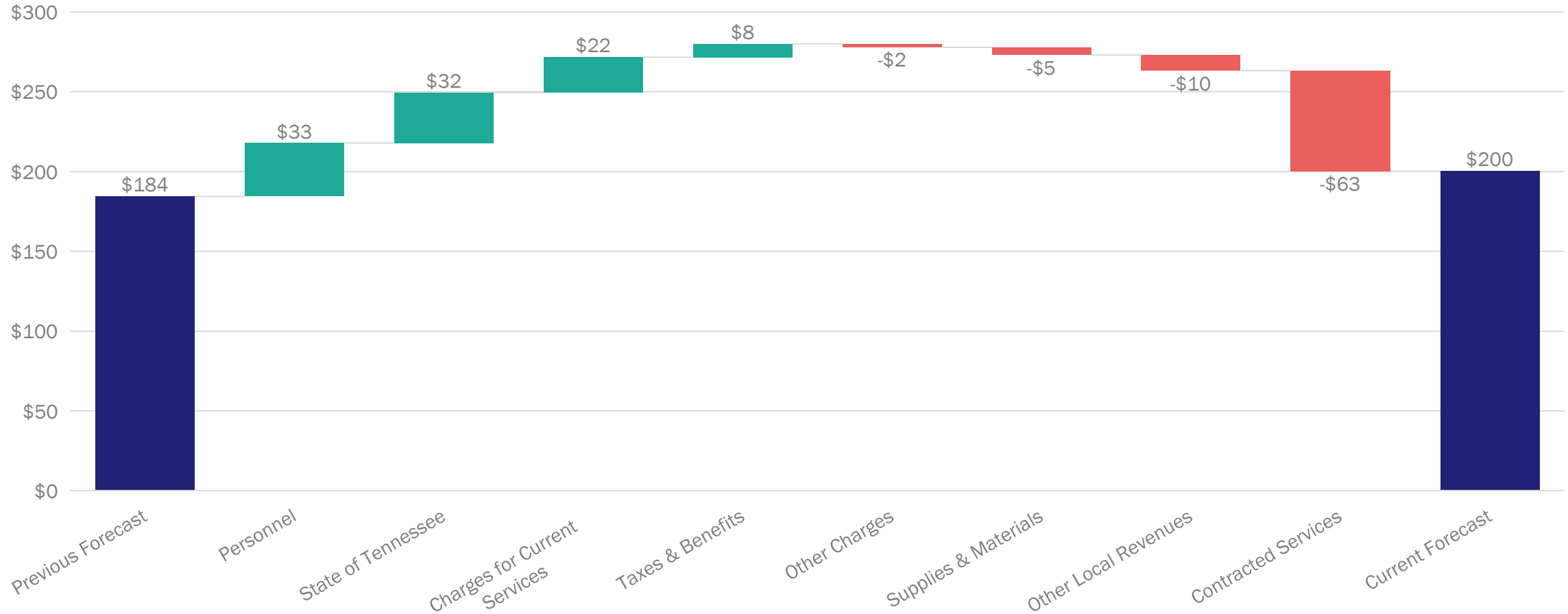
2025-26 Prior Forecast vs. Current Forecast - Overview

		Approved Budget	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast
Revenue	Charges for Current Services	38,891	77,868	100,057	22,188
	Other Local Revenues	187,400	361,503	351,628	(9,875)
	State of Tennessee	6,295,000	6,659,880	6,691,526	31,646
	Federal Government	251,126	349,683	349,683	-
	Other Sources - Non Revenue	-	-	-	-
	Total Revenue	6,772,417	7,448,934	7,492,894	43,960
Expenses	Personnel	3,307,084	3,539,852	3,506,500	33,352
	Employer Taxes & Employee Benefits	756,763	774,046	765,581	8,465
	Contracted Services	2,183,878	2,310,149	2,373,068	(62,918)
	Supplies & Materials	417,750	544,020	548,815	(4,795)
	Other Charges	59,481	60,134	62,376	(2,242)
	Debt Service	19,678	22,955	22,955	-
	Capital Expenses	13,311	13,311	13,311	-
	Total Expenses	6,757,946	7,264,467	7,292,606	(28,139)
Net Income		14,471	184,467	200,288	15,821
	Beginning Balance (Audited)	429,752	687,693	687,693	
	Net Income	14,471	184,467	200,288	
Ending Fund Balance		444,223	872,160	887,981	
Fund Balance as a % of Expenses		7%	12%	12%	



2025-26 Prior Forecast vs. Current Forecast – Waterfall

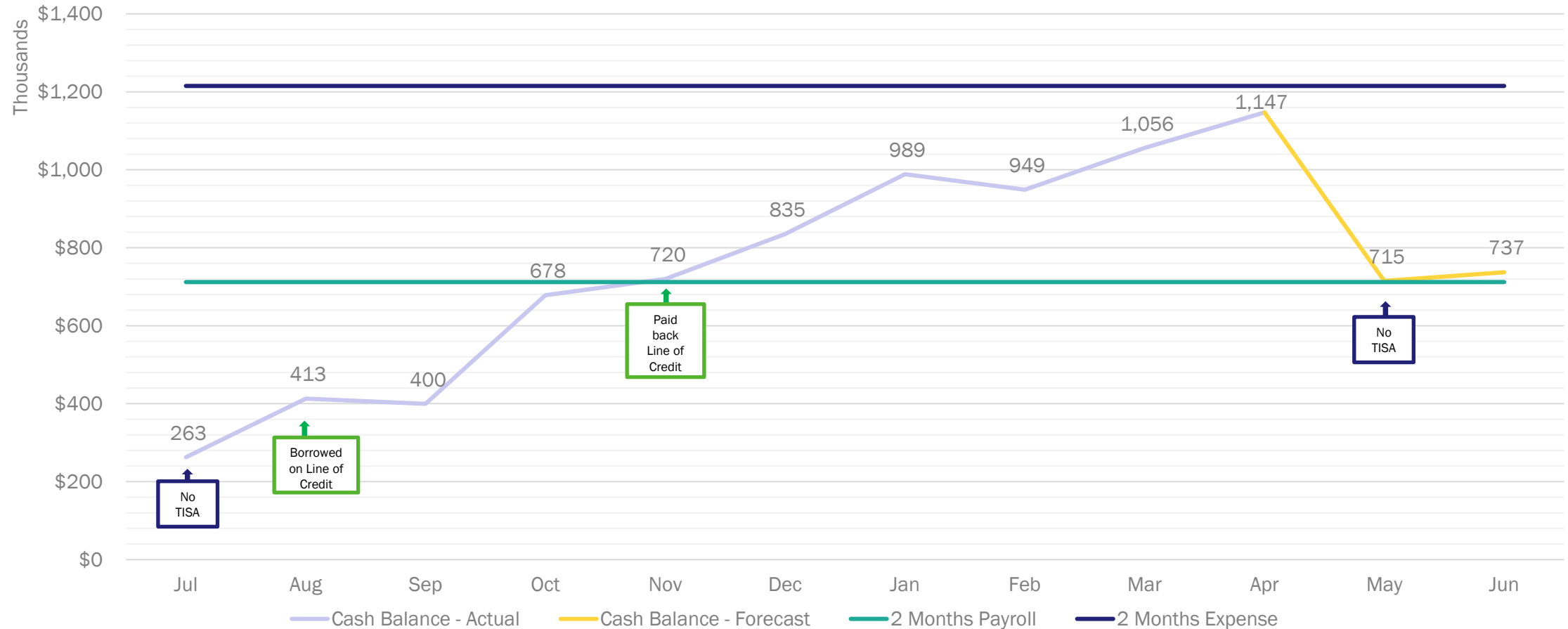
\$15.8k net income increase





2025-26 Monthly Cash Balance

Ended Apr with \$1.147m, or 57 DCOH; projected to end FY26 with \$737k, or 37 DCOH





FY26 Key Measures Dashboard

				2025-26 Board Meetings							
	Metric	Target	Legend	Sept	Oct	Nov	Jan(Nov)	Feb	Mar	Apr	May
Revenue	Enrollment	515	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> >506</div> <div style="display: flex; align-items: center;"> 490-506</div> <div style="display: flex; align-items: center;"> <490</div> </div>	505	499	502	501	497	495	495	495
	ADM	97.1% (500)	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> >97%</div> <div style="display: flex; align-items: center;"> 95-97%</div> <div style="display: flex; align-items: center;"> <95%</div> </div>	98.1%	96.9%	97.5%	97.3%	96.5%	96.1%	96.1%	96.1%
	Fundraising (board contributions + corporate giving)	\$60,000	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> >100%</div> <div style="display: flex; align-items: center;"> 80-100%</div> <div style="display: flex; align-items: center;"> <80%</div> </div>	12.4%	12.4%	14.1%	21.7%	25.3%	25.3%	25.3%	25.3%
Expenses	Expense variance to budget (exc. dep)	> -5%	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> >-4%</div> <div style="display: flex; align-items: center;"> -5% to -4%</div> <div style="display: flex; align-items: center;"> <-5%</div> </div>	-3.5%	-2.7%	-2.8%	-3.0%	-4.1%	-4.5%	-7.5%	-7.9%
Ops	Uncategorized revenue & expense	<\$10,000	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> <\$10,000</div> <div style="display: flex; align-items: center;"> \$5K-\$10K</div> <div style="display: flex; align-items: center;"> >\$15,000</div> </div>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash	Cash on hand (EOY)	60 days' expense	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> >60</div> <div style="display: flex; align-items: center;"> 45-60</div> <div style="display: flex; align-items: center;"> <45</div> </div>	25	33	41	39	50	41	39	37
Sustain-ability	Year-end fund balance (forecast)	20% of expenses	<div style="display: flex; flex-direction: column; gap: 5px;"> <div style="display: flex; align-items: center;"> >20%</div> <div style="display: flex; align-items: center;"> 15-20%</div> <div style="display: flex; align-items: center;"> <15%</div> </div>	6.7%	10.0%	11.1%	11.6%	13.0%	12.3%	12.0%	12.2%

FY27 Budget Summary





2026-27 Budget Summary

FY27 projected net income: +\$25,573

		2025-26	2026-27	2027-28
		Current Forecast	Projected Budget	Projected Budget
Revenue	Charges for Current Services	100,057	91,100	91,100
	Other Local Revenues	351,628	147,120	60,000
	State of Tennessee	6,691,526	7,556,834	7,666,035
	Federal Government	349,683	869,602	876,213
	Total Revenue	7,492,894	8,664,656	8,693,348
Expenses	Personnel	3,506,500	4,178,646	4,262,219
	Employer Taxes & Employee Benefits	765,581	937,997	956,081
	Contracted Services	2,373,068	2,892,655	2,824,866
	Supplies & Materials	548,815	540,003	518,919
	Other Charges	62,376	61,770	62,024
	Debt Service	22,955	14,501	8,922
	Capital Expenses	13,311	13,511	13,713
	Total Expenses	7,292,606	8,639,083	8,646,743
	Net Income	200,288	25,573	46,605
	Beginning Balance (Audited)	687,693	887,981	913,554
	Net Income	200,288	25,573	46,605
Ending Fund Balance (incl. Depreciation)		887,981	913,554	960,159
Ending Fund Balance as % of Expenses		12.2%	10.6%	11.1%



Previous vs Current draft - FY27 Budget

		2026-27	2026-27	Variance
		Prior Budget Draft	Current Budget Draft	
Revenue	Charges for Current Services	91,100	91,100	-
	Other Local Revenues	147,120	147,120	-
	State of Tennessee	7,499,840	7,556,834	56,994
	Federal Government	869,602	869,602	-
	Total Revenue	8,607,662	8,664,656	56,994
Expenses	Personnel	4,181,384	4,178,646	2,738
	Employer Taxes & Employee Benefits	928,760	937,997	(9,237)
	Contracted Services	2,805,515	2,892,655	(87,140)
	Supplies & Materials	548,612	540,003	8,609
	Other Charges	59,442	61,770	(2,329)
	Debt Service	14,501	14,501	-
	Capital Expenses	13,511	13,511	-
	Total Expenses	8,551,724	8,639,083	(87,358)
Net Income	55,937	25,573	(30,364)	
	Beginning Balance	872,160	887,981	15,821
	Net Income	55,937	25,573	(30,364)
Ending Fund Balance (incl. Depreciation)		928,098	913,554	(14,543)
Ending Fund Balance as % of Expenses		10.9%	10.6%	-0.3%

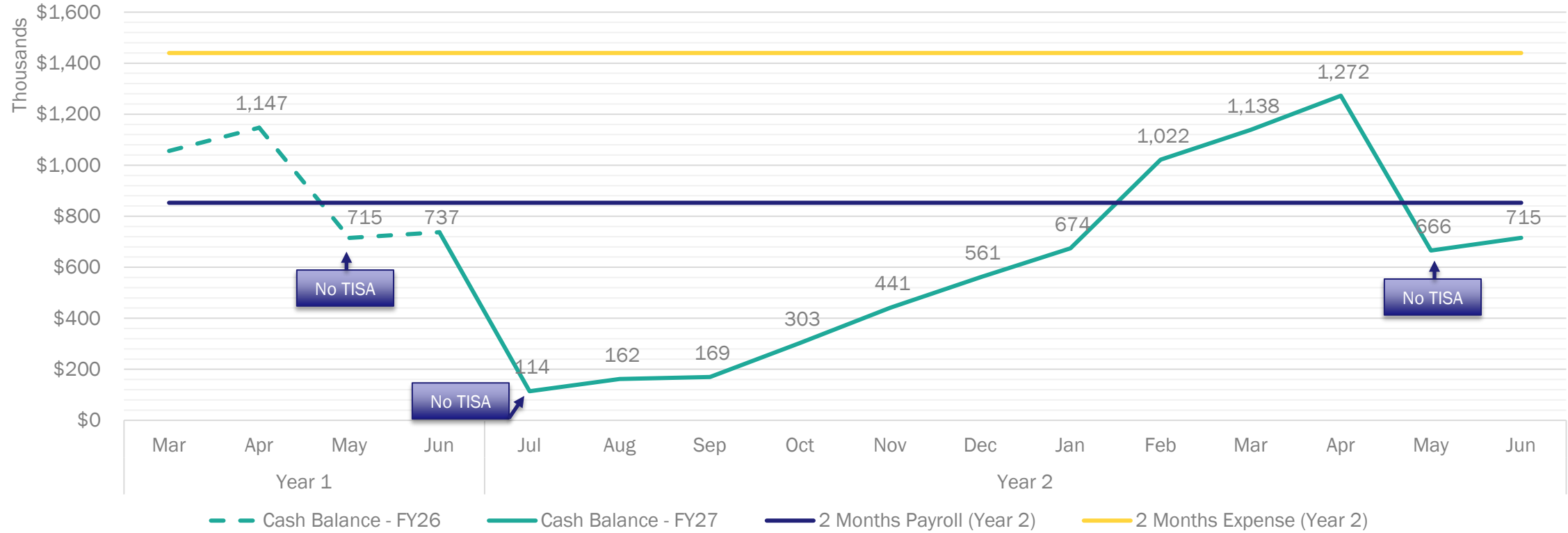


FY27 Budget Change Summary

CATEGORY	BOTTOM LINE IMPACT	NOTES
Previous Draft	55,937	
State of Tennessee	56,994	Increased TISA ppl from \$12,800 to \$12,901
Supplies & Materials	8,609	Increased enrichment for band equip +10k and copier lease +\$3.5k, reduced Curriculum to estimates received (\$21.8k),
Personnel	2,738	Increase stipends +\$22.6k, adj salaries +\$18.9k, chg position to Instr Coach-Math(\$10k), decr subs (\$16.5k), reallocate to janitorial contract (\$17.7k)
Other Charges	(2,329)	Added Zurich (student liab insurance)
Employer Taxes & Employee Benefits	(9,237)	Adjusted to better reflect expectations
Contracted Services	(87,140)	Increased LIT contract +\$33.5k, Maint & Repair +\$18k, Janitorial +\$15k, Security +\$5.9k, fundraising +\$9.2k, Johnson Control permit +\$6.1k
Current Draft	25,573	

FY27 Cash Projections

Projected to end FY27 with \$715k or 30 DCOH



Cash flow does reflect A/R collections from MMARE to MMA

Memphis Merit Academy
Income Statement
As of Apr FY2026

	Actual			YTD	Budget & Forecast						
	Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Forecast Spent
SUMMARY											
Revenue											
Charges for Current Services	6,212	9,589	22,186	96,032	38,891	77,868	100,057	22,188	61,166	4,025	96%
Other Local Revenues	-	138	208	92,879	187,400	361,503	351,628	(9,875)	164,228	258,749	26%
State of Tennessee	677,104	627,804	627,804	6,047,655	6,295,000	6,659,880	6,691,526	31,646	396,526	643,871	90%
Federal Government	34,000	71,146	-	229,684	251,126	349,683	349,683	-	98,556	119,999	66%
Total Revenue	717,317	708,678	650,199	6,466,250	6,772,417	7,448,934	7,492,894	43,960	720,477	1,026,644	86%
Expenses											
Personnel	268,600	280,708	273,178	2,757,066	3,307,084	3,539,852	3,506,500	33,352	(199,415)	749,434	79%
Employer Taxes & Employee Benefits	61,137	62,063	62,553	613,585	756,763	774,046	765,581	8,465	(8,818)	151,997	80%
Contracted Services	263,011	202,535	191,275	2,087,484	2,183,878	2,310,149	2,373,068	(62,918)	(189,190)	285,583	88%
Supplies & Materials	26,217	23,564	26,757	398,355	417,750	544,020	548,815	(4,795)	(131,065)	150,461	73%
Other Charges	4,460	4,609	10,956	54,422	59,481	60,134	62,376	(2,242)	(2,895)	7,954	87%
Debt Service	1,619	1,431	1,547	20,018	19,678	22,955	22,955	-	(3,277)	2,937	87%
Capital Expenses	-	-	-	2,722	13,311	13,311	13,311	-	-	10,590	20%
Total Expenses	625,045	574,909	566,266	5,933,651	6,757,946	7,264,467	7,292,606	(28,139)	(534,660)	1,358,955	81%
Net Income	92,272	133,769	83,932	532,599	14,471	184,467	200,288	15,821	185,817	(332,311)	
Fund Balance											
Beginning Balance (Audited)					429,752	687,693	687,693				
Net Income					14,471	184,467	200,288				
Ending Fund Balance					444,223	872,160	887,981				
Fund Balance as a % of Expenses					6.6%	12.0%	12.2%				
Debt Service Coverage Ratio						1.00	1.07				
Debt Service Coverage Ratio (incl. AR & Investments)											
KEY ASSUMPTIONS											
Enrollment Breakdown											
K					90	90	90	-	-		
1					90	90	90	-	-		
2					66	66	66	-	-		
3					70	70	70	-	-		
4					60	60	60	-	-		
5					58	58	58	-	-		
6					38	38	38	-	-		
7					43	43	43	-	-		
Total Enrolled					515	515	515	-	-		
ADM %					97.1%	96.1%	96.1%	0.0%	-1.0%		
Total ADM					500.0	495.0	495.0	-	(5.0)		

Memphis Merit Academy
Income Statement
As of Apr FY2026

	Actual			YTD	Budget & Forecast							
	Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Forecast Spent	
REVENUE												
Charges for Current Services												
43518	Tuition - After School Program	4,925	9,589	5,530	58,929	22,850	55,810	62,954	7,144	40,104	4,025	94%
43519	Student Activity Fees	1,028	-	2,192	16,621	16,041	16,041	16,621	580	580	-	100%
43526	Field Trips	260	-	14,464	14,944	-	480	14,944	14,464	14,944	-	100%
43527	Uniforms	-	-	-	5,538	-	5,538	5,538	-	5,538	-	100%
SUBTOTAL - Charges for Current Services		6,212	9,589	22,186	96,032	38,891	77,868	100,057	22,188	61,166	4,025	96%
Other Local Revenues												
44146	E-Rate Funding	-	-	-	-	6,840	-	-	-	(6,840)	-	-
44570.1	Board Contributions	-	-	-	2,035	10,000	10,000	10,000	-	-	7,965	20%
44570.2	School Fundraisers	-	-	-	12,117	30,000	15,000	15,000	-	(15,000)	2,883	81%
44570.3	Foundations	-	-	83	75,939	120,560	323,840	323,840	-	203,280	247,901	23%
44570.6	Capital Campaign	-	-	-	1,000	20,000	11,000	1,000	(10,000)	(19,000)	-	100%
44990	Other Local Revenue	-	138	125	1,788	-	1,663	1,788	125	1,788	-	100%
SUBTOTAL - Other Local Revenues		-	138	208	92,879	187,400	361,503	351,628	(9,875)	164,228	258,749	26%
State of Tennessee												
46510	TISA	651,668	627,804	627,804	5,747,619	6,245,000	6,309,844	6,309,844	-	64,844	562,225	91%
46590	Other State Education Funds	-	-	-	48,439	-	48,439	48,439	-	48,439	-	100%
46790	Summer School Grant	-	-	-	-	50,000	50,000	81,646	31,646	31,646	81,646	0%
46980	Other State Grants	25,437	-	-	228,783	-	228,783	228,783	-	228,783	-	100%
46991	Other State Revenues - Prior Years	-	-	-	22,814	-	22,814	22,814	-	22,814	-	100%
SUBTOTAL - State of Tennessee		677,104	627,804	627,804	6,047,655	6,295,000	6,659,880	6,691,526	31,646	396,526	643,871	90%
Federal Government												
47141	Title I - Grants to Local Education Agencies	34,000	71,146	-	229,684	251,126	349,683	349,683	-	98,556	119,999	66%
SUBTOTAL - Federal Government		34,000	71,146	-	229,684	251,126	349,683	349,683	-	98,556	119,999	66%
TOTAL REVENUE												
		717,317	708,678	650,199	6,466,250	6,772,417	7,448,934	7,492,894	43,960	720,477	1,026,644	86%

**Memphis Merit Academy
Income Statement
As of Apr FY2026**

		Actual			YTD	Budget & Forecast						
		Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Forecast Spent
EXPENSES												
Personnel												
104	Principal	31,097	31,097	31,097	307,705	367,820	369,702	357,699	12,003	10,121	49,994	86%
105	Supervisor-Director	14,292	14,292	14,292	142,917	156,060	171,500	171,500	-	(15,440)	28,583	83%
116	Teachers	109,669	109,699	107,798	1,086,543	1,318,366	1,320,405	1,304,672	15,733	13,693	218,129	83%
123	Guidance Personnel	5,789	5,789	5,789	57,893	69,461	69,471	69,471	-	(10)	11,578	83%
134	Instructional Coaching	11,783	6,995	5,950	98,815	168,300	116,751	124,211	(7,460)	44,089	25,396	80%
162	Clerical Personnel	16,503	16,295	15,234	163,163	206,140	198,535	197,003	1,532	9,137	33,840	83%
163	Interventionists (General Ed)	27,176	26,123	24,821	230,317	257,108	289,031	277,724	11,307	(20,616)	47,408	83%
166	Custodial Personnel	12,753	12,517	14,102	136,363	201,287	175,090	171,620	3,470	29,667	35,257	79%
169	Part-time Personnel	1,572	1,506	2,542	20,904	-	22,700	23,726	(1,025)	(23,726)	2,822	88%
172	Special Education Personnel	30,984	29,999	31,621	326,168	359,281	404,007	387,010	16,997	(27,729)	60,841	84%
174	Summer School Stipends	-	-	-	-	60,000	173,850	187,455	(13,605)	(127,455)	187,455	0%
181	Bonuses & Extra Pay	2,625	21,500	13,500	66,490	76,763	100,888	105,888	(5,000)	(29,125)	39,398	63%
188	Bonus Payments	-	-	-	46,000	-	46,000	46,000	-	(46,000)	-	100%
198	Substitute Teachers	4,357	4,898	6,433	73,788	66,500	81,922	82,521	(600)	(16,021)	8,733	89%
	SUBTOTAL - Personnel	268,600	280,708	273,178	2,757,066	3,307,084	3,539,852	3,506,500	33,352	(199,415)	749,434	79%
Employer Taxes & Employee Benefits												
201	Social Security	15,806	16,556	16,116	163,092	204,035	219,471	217,403	2,068	(13,368)	54,311	75%
204	State Retirement	21,839	22,526	21,968	222,160	250,075	273,341	270,805	2,536	(20,731)	48,646	82%
207	Medical Insurance	17,670	18,599	20,438	180,242	246,439	219,723	216,452	3,271	29,987	36,210	83%
210	Unemployment Compensation	2,125	510	261	9,947	8,262	10,183	10,077	106	(1,815)	130	99%
212	Employer Medicare	3,696	3,872	3,769	38,144	47,953	51,328	50,844	484	(2,892)	12,700	75%
	SUBTOTAL - Employer Taxes & Employee Benefits	61,137	62,063	62,553	613,585	756,763	774,046	765,581	8,465	(8,818)	151,997	80%

Memphis Merit Academy
Income Statement
As of Apr FY2026

		Actual			YTD	Budget & Forecast						
		Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Forecast Spent
Contracted Services												
305	Audit Services	-	-	9,123	31,561	31,000	31,561	31,561	-	(561)	-	100%
306	Bank Charges	40	65	-	548	3,000	3,000	3,000	-	-	2,452	18%
308	Consultants	-	-	-	6,000	-	6,000	6,000	-	(6,000)	-	100%
308.2	E-Rate Consultant	-	-	-	2,023	4,625	2,023	2,023	-	2,602	-	100%
308.3	Summer Operations Support	-	-	-	8,328	10,554	8,328	8,328	-	2,226	-	100%
308.4	Substitutes	-	-	-	3,198	-	3,198	3,198	-	(3,198)	-	100%
308.6	Physical Education Contractor	4,600	4,600	4,450	41,490	50,750	50,750	50,750	-	-	9,260	82%
310	Afterschool Activities	247	87	87	1,023	5,000	5,000	5,000	-	-	3,977	20%
312	SEL Curriculum	-	-	-	-	1,000	-	-	-	1,000	-	-
316	Contracts with Special Education Providers	3,218	2,972	-	18,325	25,000	25,000	25,000	-	-	6,675	73%
320	Dues & Memberships	-	-	418	7,346	2,954	6,929	7,346	(418)	(4,392)	-	100%
322	Evaluation & Testing	-	-	(1,116)	33,101	55,552	34,217	34,217	-	21,334	1,116	97%
324	Financial Services	8,830	8,830	8,830	88,303	105,454	105,963	105,963	-	(509)	17,661	83%
325	Fiscal Agent Charges	-	17,500	-	35,000	35,000	35,000	35,000	-	-	-	100%
328	Janitorial Services	1,510	3,108	4,060	18,316	5,076	14,256	18,316	(4,060)	(13,240)	-	100%
328.3	Pest Control	175	175	175	1,750	2,100	2,100	2,100	-	-	350	83%
330	Operating Lease Payments	182,432	91,216	91,216	954,016	1,063,576	1,045,225	1,045,225	-	18,351	91,209	91%
331	Legal Services	-	2,540	1,450	17,281	20,000	20,000	20,000	-	-	2,719	86%
335	Maintenance & Repair Services - Building	3,333	4,233	3,540	42,839	33,225	42,699	54,153	(11,454)	(20,928)	11,314	79%
340	Student Medical Services	2,559	5,788	4,594	41,790	50,000	50,000	50,000	-	-	8,210	84%
348	Postal Charges	-	-	-	-	2,816	100	100	-	2,716	100	0%
361	Permits	54	2,171	90	6,709	523	6,619	6,709	(90)	(6,186)	-	100%
375	Enrollment Platforms/SIS	-	4,660	4,835	53,068	55,082	48,232	53,068	(4,835)	2,014	-	100%
377	Field Trips	3,911	1,126	-	9,449	36,470	36,470	36,470	-	-	27,021	26%
378	Fundraising Expenses	-	-	-	20,384	784	20,384	20,384	-	(19,599)	-	100%
380	Internet & Website Fees	1,405	1,406	1,809	30,719	24,489	30,585	33,519	(2,934)	(9,030)	2,800	92%
383	Payroll Services	1,045	485	659	7,727	5,909	8,644	8,425	219	(2,517)	698	92%
384	Prior Year Expense - not accrued	398	-	-	10,501	-	10,501	10,501	-	(10,501)	-	100%
385	Security	10,231	10,877	13,805	121,824	131,728	131,728	152,444	(20,716)	(20,716)	30,620	80%
386	Sports	728	137	200	42,164	9,643	42,028	42,164	(136)	(32,522)	-	100%
387	Staff Recruiting	1,702	3,355	4,176	23,900	14,729	22,568	30,900	(8,331)	(16,171)	7,000	77%
388.1	Student Recruitment	6,431	8,052	5,794	46,363	46,200	46,200	53,363	(7,163)	(7,163)	7,000	87%
388.3	Parent Meetings	509	-	791	1,300	1,698	1,698	1,698	-	-	398	77%
391	Technology Services	7,379	630	7,018	79,063	90,943	90,943	90,943	-	-	11,880	87%
393	Transportation - Student	-	-	-	-	-	-	8,000	(8,000)	(8,000)	8,000	0%
399.2	Academic Consulting Services	22,272	28,522	25,272	282,078	259,000	312,700	312,700	-	(53,700)	30,622	90%
399.4	Saturday School Academy Services	-	-	-	-	-	9,500	4,500	5,000	(4,500)	4,500	0%
SUBTOTAL - Contracted Services		263,011	202,535	191,275	2,087,484	2,183,878	2,310,149	2,373,068	(62,918)	(189,190)	285,583	88%

Memphis Merit Academy
Income Statement
As of Apr FY2026

		Actual			YTD	Budget & Forecast						
		Feb	Mar	Apr	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Forecast Spent
Supplies & Materials												
410	Custodial Supplies	2,353	3,022	3,695	33,053	36,613	36,613	39,613	(3,000)	(3,000)	6,560	83%
418.1	Copier Lease	6,467	6,916	1,815	49,816	40,675	58,586	58,586	-	(17,911)	8,770	85%
435	Office Supplies	-	-	-	-	1,000	-	-	-	1,000	-	-
449	Curriculum	-	-	-	101,339	97,113	101,339	101,339	-	(4,226)	0	100%
452.2	Internet	-	-	-	4,582	6,090	6,090	6,090	-	-	1,508	75%
452.3	Waste	1,477	1,231	1,641	14,567	9,213	15,365	16,965	(1,600)	(7,752)	2,398	86%
452.5	Cell Phone Service	481	850	481	4,329	7,613	7,613	7,613	-	-	3,283	57%
481	Instructional Supplies & Materials	11,216	6,054	8,340	108,858	94,539	114,539	114,539	-	(20,000)	5,681	95%
481.2	Printing Paper	-	-	2,117	8,635	16,895	10,895	10,895	-	6,000	2,260	79%
481.3	Summer School Supplies	-	-	-	-	-	75,474	76,000	(526)	(76,000)	76,000	0%
482	Enrichment Supplies	-	-	-	-	5,075	-	-	-	5,075	-	-
482.1	Building Decorum	194	87	204	1,790	2,224	2,224	2,224	-	-	434	80%
482.2	Gifts & Awards	403	791	1,955	8,546	23,839	23,839	23,839	-	-	15,293	36%
492	Professional Development Supplies	753	1,814	3,248	15,730	15,225	25,225	25,225	-	(10,000)	9,495	62%
494	Equipment - Computers	-	-	-	-	10,817	10,817	10,817	-	-	10,817	0%
494.1	Student Computers	2,799	2,799	2,799	27,994	28,707	33,593	33,593	-	(4,886)	5,599	83%
499.1	Staff Gifts and Awards	74	-	461	19,114	22,112	21,809	21,479	331	633	2,364	89%
	SUBTOTAL - Supplies & Materials	26,217	23,564	26,757	398,355	417,750	544,020	548,815	(4,795)	(131,065)	150,461	73%
Other Charges												
506	Liability Insurance	4,295	4,295	10,753	51,268	56,080	56,080	58,374	(2,294)	(2,294)	7,106	88%
514	Depreciation	166	166	166	1,657	1,989	1,989	1,989	-	0	331	83%
533	Criminal Investigation of Applicants	-	149	37	1,497	1,412	2,065	2,013	52	(601)	516	74%
	SUBTOTAL - Other Charges	4,460	4,609	10,956	54,422	59,481	60,134	62,376	(2,242)	(2,895)	7,954	87%
Debt Service												
604	Interest on Notes	1,619	1,431	1,547	20,018	19,678	22,955	22,955	-	(3,277)	2,937	87%
	SUBTOTAL - Debt Service	1,619	1,431	1,547	20,018	19,678	22,955	22,955	-	(3,277)	2,937	87%
Capital Expenses												
709	Network Installation	-	-	-	1,137	-	1,137	1,137	-	(1,137)	-	100%
711	Furniture & Fixtures	-	-	-	1,585	13,311	12,175	12,175	-	1,137	10,590	13%
	SUBTOTAL - Capital Expenses	-	-	-	2,722	13,311	13,311	13,311	-	-	10,590	20%
TOTAL EXPENSES		625,045	574,909	566,266	5,933,651	6,757,946	7,264,467	7,292,606	(28,139)	(534,660)	1,358,955	81%

Memphis Merit Academy
Current Forecast - Detail
As of Apr FY2026

	Current	
	Forecast	Notes
REVENUE		
Charges for Current Services		
43518 Tuition - After School Program	62,954	
43519 Student Activity Fees	16,621	
43526 Field Trips	14,944	
43527 Uniforms	5,538	
SUBTOTAL - Charges for Current Services	100,057	
Other Local Revenues		
44570 Board Contributions	10,000	
44570 School Fundraisers	15,000	
44570 Foundations	323,840	
City of Memphis - City Council Grant	5,000	
Miscellaneous Donations (remaining)	44,704	
Miscellaneous Donations (paid)	296	2025 July
Bloomberg Summer Boost Grant 2025	70,560	2025 August
Bloomberg Summer Boost Grant 2026	203,280	
44571 Capital Campaign	1,000	
44990 Other Local Revenue	1,788	
SUBTOTAL - Other Local Revenues	351,628	
State of Tennessee		
46510 TISA	6,309,844	Paying 12,870.frst 12,490
46590 Other State Education Funds	48,439	2025 Teacher Bonus
46790 Summer School Grant	81,646	
Summer Allocation	81,646	
46980 Other State Grants	228,783	
Facilities Grant 2026	219,951	
Public School Security Grant 2026	8,832	
46991 Other State Revenues - Prior Years	22,814	
SUBTOTAL - State of Tennessee	6,691,626	
Federal Government		
47141 Title I - Grants to Local Education Agencies	349,683	
Allocation	345,866	
Family Engagement	3,817	
SUBTOTAL - Federal Government	349,683	
Other Sources - Non Revenue		
SUBTOTAL - Other Sources - Non Revenue	-	
TOTAL REVENUE	7,492,894	
EXPENSES		
Personnel		
104 Principal	357,699	
105 Supervisor-Director	171,500	
116 Teachers	1,304,672	
123 Guidance Personnel	69,471	
134 Instructional Coaching	124,211	
162 Clerical Personnel	197,003	
163 Interventionists (General Ed)	277,724	
166 Custodial Personnel	171,620	
169 Part-time Personnel	23,726	
172 Special Education Personnel	387,010	
174 Summer School Stipends	187,455	
181 Bonuses & Extra Pay	105,888	
188 Bonus Payments	46,000	
198 Substitute Teachers	82,521	
SUBTOTAL - Personnel	3,506,500	
Employer Taxes & Employee Benefits		
201 Social Security	217,403	
204 State Retirement	270,805	
207 Medical Insurance	216,452	
210 Unemployment Compensation	10,077	
212 Employer Medicare	50,844	
SUBTOTAL - Employer Taxes & Employee Benefits	765,581	
Contracted Services		
305 Audit Services	31,561	Audit and 990
306 Bank Charges	3,000	CC finance charges and other bank fees
308 Consultants	6,000	
NSLP application and set up	6,000	
308.2 E-Rate Consultant	2,023	
Baseline annual fees (Educational Consulting Assoc)	2,023	
308.3 Summer Operations Support	8,328	
Carina	8,328	
308.4 Substitutes	3,198	
Substitutes	1,194	
Red Rover implement/subscription	2,004	
308.6 Physical Education Contractor	50,750	
310 Afterschool Activities	5,000	
General	5,000	
316 Contracts with Special Education Providers	25,000	Huddle Up care
320 Dues & Memberships	7,346	
Tennessee Charter School Center	3,550	
NAASSIP - Honor Society	385	
Smore Team Account	2,620	
Other	791	
322 Evaluation & Testing	34,217	
iReady (Curriculum Associates)	32,567	
Other (incl NCS Pearson)	1,650	
324 Financial Services	105,963	Vertex Education
325 Fiscal Agent Charges	35,000	Authorizer Fee
328 Janitorial Services	18,316	
Floor - buffing	2,500	
Misc & summer	4,898	
Janitorial Contract	10,918	
328.3 Pest Control	2,100	
330 Operating Lease Payments	1,045,225	
Annual rent for 4089 American Way	717,121	
LLC Operating Gap (part of 4089 lease) - INITIAL	180,000	
1st Amendment change(10/1/25-9/30/26)	148,104	
331 Legal Services	20,000	Burch, Porter, & Johnson
335 Maintenance & Repair Services - Building	54,153	
General	46,153	
Building HVAC contract	8,000	

Memphis Merit Academy Charter School - Monthly MMA Board Meeting - Agenda - Thursday May 28, 2026 at 5:30 PM

340	Student Medical Services	50,000	Well Child Nurse
348	Postal Charges	100	
361	Permits	6,709	
	General	564	
	Johnson Controls	6,145	
375	Enrollment Platforms/SIS	53,068	
	Schoolrunner (Schoolmint)	16,367	
	SchoolMint Charter - Application, Lottery, Re-Enrollment, Registrat	11,973	
	Schoolology (Middle School)	8,328	
	Deans List SPRING	4,660	
	Deans List FALL	4,660	
	Pikmykid	2,244	
	PowerSchool	4,835	
377	Field Trips	36,470	
378	Fundraising Expenses	20,384	
380	Internet & Website Fees	33,519	
	General Monthly Fees	10,169	
	Zoom	1,800	
	Board on Track	11,795	
	Go Guardian	7,862	
	Swift	898	
	LINQ Children Nutrition Software (annual)	995	
383	Payroll Services	8,425	
384	Prior Year Expense - not accrued	10,501	
385	Security	152,444	
	General Security	127,444	
	Beginning FY26 - add1 officer inside school	25,000	
386	Sports	42,164	
	Total	42,164	
387	Staff Recruiting	30,900	Indeed
388.1	Student Recruitment	53,363	Taylor Wiz
	Taylor Wiz	42,000	
	Other recruiting	11,363	
388.3	Parent Meetings	1,698	
391	Technology Services	90,943	
	Wired Tech Partners - monthly fees	75,303	
	8x8 VOIP	9,708	
	Comcast	1,255	
	Miscellaneous/computer repairs	4,677	
393	Transportation - Student	8,000	
	Summer Program buses	8,000	
399.2	Academic Consulting Services	312,700	
	The Learning Lounge	66,000	Latoya Chitman
	Literacy Mid-South (Fall/Spring)	49,200	
	Array Education (Lit Program)	179,000	
	Code Crew	12,500	
	College Bound Coordinator	6,000	Shawn Boyd Educational Services, LLC
399.4	Saturday School Academy Services	4,500	
	SUBTOTAL - Contracted Services	2,373,068	
	Supplies & Materials		
410	Custodial Supplies	39,613	
418.1	Copier Lease	58,586	DEX, Great American Financial Svcs
449	Curriculum	101,339	
	Math Curriculum: K-8 (3 yrs @ \$54,170)	16,268	
	ELA Curriculum: K-4 (3-yrs@\$98975.52)	14,952	
	Science-Stemscopes -	14,952	
	Social Studies Curriculum	14,952	
	Other	40,215	
452.2	Internet	6,090	
	Internet Services	6,090	
452.3	Waste	16,965	
	Monthly Waste	13,925	
	Shred-it	1,440	
	Other	1,600	
452.5	Cell Phone Service	7,613	Verizon
481	Instructional Supplies & Materials	114,539	
	General	98,310	
	DropBox	9,883	
	EPS Operations	6,346	
481.2	Printing Paper	10,895	
481.3	Summer School Supplies	76,000	
482.1	Building Decorum	2,224	
482.2	Gifts & Awards	23,839	
492	Professional Development Supplies	25,225	
	Baseline Leadership Training	15,225	
	Summer conf / Nashville hearing accomodations	10,000	
494	Equipment - Computers	10,817	
	New Computers	10,817	
494.1	Student Computers	33,593	
	Chromebooks-3 yr lease (Oct 24-Sept 27)	4,276	
	Chromebooks FY26-3 yr lease (Sept 25-Aug 28)	24,431	
	Chromebooks FY26- (July 25-Aug 25)	4,886	
499.1	Staff Gifts and Awards	21,479	
	SUBTOTAL - Supplies & Materials	548,815	
	Other Charges		
506	Liability Insurance	58,374	
	Umbrella	26,691	
	Renewal monthly	28,525	
	Student Liability Insurance (Zurich)	3,159	
514	Depreciation	1,989	
533	Criminal Investigation of Applicants	2,013	
	SUBTOTAL - Other Charges	62,376	
	Debt Service		
604	Interest on Notes	22,955	
	SUBTOTAL - Debt Service	22,955	
	Capital Expenses		
709	Network Installation	1,137	
711	Furniture & Fixtures	12,175	
	SUBTOTAL - Capital Expenses	13,311	
	TOTAL EXPENSES	7,292,606	
	NET INCOME	200,288	

Memphis Merit Academy
Monthly Cash Forecast
As of Apr FY2026

	2025-26												Forecast	Remaining Balance
	Actuals & Forecast													
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Actuals	Dec Actuals	Jan Actuals	Feb Actuals	Mar Actuals	Apr Actuals	May Forecast	Jun Forecast		
Beginning Cash	733,884	262,608	413,145	399,504	678,060	719,890	835,280	988,827	949,001	1,055,992	1,147,172	714,951		
REVENUE														
Charges for Current Services	1,594	8,895	10,755	17,932	10,384	4,095	4,390	6,212	9,589	22,186	2,013	2,013	100,057	-
Other Local Revenues	7,977	70,560	-	1,000	5,635	-	7,360	-	138	208	1,441	257,308	351,628	-
State of Tennessee	1,118	670,761	612,627	811,989	678,149	679,797	660,500	677,104	627,804	627,804	-	643,871	6,691,526	-
Federal Government	-	-	25,915	47,077	1,908	21,163	28,474	34,000	71,146	-	59,999	59,999	349,683	-
TOTAL REVENUE	10,690	750,216	649,297	877,998	696,076	705,055	700,724	717,317	708,678	650,199	63,453	963,191	7,492,894	-
EXPENSES														
Personnel	251,345	318,353	298,694	253,140	263,318	272,371	277,358	268,600	280,708	273,178	270,877	478,557	3,506,500	-
Employer Taxes & Employee Benefits	55,640	66,066	63,976	60,315	56,561	62,032	63,242	61,137	62,063	62,553	64,842	87,155	765,581	-
Contracted Services	153,878	196,330	179,718	249,407	195,108	208,732	247,490	263,011	202,535	191,275	88,621	196,962	2,373,068	-
Supplies & Materials	30,020	139,390	20,384	35,561	27,200	33,448	35,815	26,217	23,564	26,757	39,665	110,796	548,815	-
Other Charges	9,583	376	4,596	4,782	4,596	5,739	4,725	4,460	4,609	10,956	3,977	3,977	62,376	-
Debt Service	1,803	1,829	1,794	3,954	2,751	1,636	1,655	1,619	1,431	1,547	1,462	1,475	22,955	-
Capital Expenses	-	929	-	1,585	-	208	-	-	-	-	3,773	6,817	13,311	-
TOTAL EXPENSES	502,269	723,272	569,162	608,744	549,534	584,166	630,284	625,045	574,909	566,266	473,217	885,738	7,292,606	-
Operating Cash Inflow (Outflow)	(491,579)	26,944	80,135	269,255	146,542	120,889	70,440	92,272	133,769	83,932	(409,764)	77,453	200,288	-
Accounts Receivable	20,398	73,226	(110,979)	-	61,933	(8,531)	-	-	(25,000)	8,531	-	-	-	-
Other Current Assets	37,868	-	-	-	-	-	-	-	-	-	-	(49,488)	-	-
Fixed Assets	-	-	-	-	-	994	166	166	166	166	166	166	166	-
Accounts Payable	(14,149)	(47,973)	48,622	7,215	(60,086)	(4,731)	118,761	(120,580)	1,542	(2,940)	-	-	-	-
Other Current Liabilities	(18,419)	(16,292)	(26,016)	7,581	18,913	12,330	(30,278)	(6,106)	2,280	7,141	(16,887)	-	-	-
Loans Payable (Current)	-	120,000	-	-	(120,000)	-	-	-	-	-	-	-	-	-
Loans Payable (Long-Term)	(5,394)	(5,369)	(5,403)	(5,494)	(5,472)	(5,562)	(5,543)	(5,578)	(5,767)	(5,650)	(5,735)	(5,723)	-	-
Ending Cash	262,608	413,145	399,504	678,060	719,890	835,280	988,827	949,001	1,055,992	1,147,172	714,951	737,360		
Days Cash on Hand	13	21	20	34	36	42	50	48	53	57	36	37		

Memphis Merit Academy
Balance Sheet
As of Apr FY2026

	Jun FY25	Apr FY26	Projected Jun FY26
ASSETS			
Cash Balance	733,884	1,147,172	737,360
Accounts Receivable	365,942	346,363	346,363
Other Current Assets	800,433	762,565	812,053
Fixed Assets	2,652	994	663
Other Assets	99,240	99,240	99,240
ROU Assets	2,062,944	2,062,944	2,062,944
TOTAL ASSETS	4,065,094	4,419,278	4,058,623
LIABILITIES & EQUITY			
Accounts Payable	74,319	-	-
Other Current Liabilities	435,453	386,589	369,701
Loans Payable (Long-Term)	2,867,629	2,812,398	2,800,940
Beginning Net Assets	219,539	687,693	687,693
Net Income (Loss) to Date	468,154	532,599	200,288
TOTAL LIABILITIES & EQUITY	4,065,094	4,419,278	4,058,623

Coversheet

FY27 Preliminary Budget Review

Section: II. Review and Approval of Monthly Financials
Item: B. FY27 Preliminary Budget Review
Purpose: Vote
Submitted by:
Related Material: MMA -FY27 Proposed Budget - 05222026.xlsm

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

MMA -FY27 Proposed Budget - 05222026.xlsm

Coversheet

New Board Member - Karla Leeper

Section: III. Slate of Board Officers
Item: A. New Board Member - Karla Leeper
Purpose: Vote
Submitted by:
Related Material: Copy of Leeper CV 09.29.25 (3) copy.docx

DR. KARLA K. LEEPER

Vice Chancellor Strategic Communication
and Marketing and Chief of Staff to the
Chancellor

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Suite 306
Memphis, TN 38163
T: 901.448.4796
C: 254-715-0142
kleeper3@uthsc.edu

3740 N. Charles Bartlett Rd
Millington, TN 38053
karlaleeper104@gmail.com

EDUCATION

Ph.D., University of Kansas, Communication Studies

M.B.A., Augusta University

M.A., University of Kansas, Communication Studies

School of Law, University of Texas at Austin

Completed two years in good standing, but law school taught me that I wanted
to be a University professor. Changed my career path to pursue a PhD

B.A., University of Iowa, Speech Communication and Political Science

FACULTY APPOINTMENTS

Department of Communication, Augusta University, Adjunct (2014-2022)

The University System of Georgia does not allow administrators at the Vice
President level and above to hold an academic appointment.

Department of Communication Studies, Baylor University

Assistant Professor (1992-1999)

Associate Professor (1999-2009)

Professor (2010-2014)

Department Chair (2004-2006)

Department of Communication Studies, University of Kansas

Teaching Assistant (1987-1992)

College of Communication, University of Texas

Teaching Assistant (1986)

ADMINISTRATIVE EXPERIENCE

Vice Chancellor for Strategic Communication and Marketing and Chief of Staff to the Chancellor, University of Tennessee Health Sciences Center, July 2025-present

Executive leader for enterprise marketing, media relations, and digital content. Responsibilities include campus footprints in Memphis, Knoxville, Chattanooga, and Nashville as well as state-wide clinical sites. I have four direct reports.

Vice Chancellor for Strategic Communication and Public Affairs, University of Kansas, November 2022-June 2025

Executive leader for enterprise marketing, media relations, university level events and the local NPR station. Responsibilities include campus footprints in Lawrence, Kansas City, Overland Park, Wichita, Salina and Yoder. I have 5 direct reports, a central communication staff of 50 and a dotted line supervisory relationship to 175 embedded communicators and a budget of \$10 million.

KU is a highly matrixed organization and I have additional institutional leadership and governance roles:

- Chancellor's Executive Cabinet
- University Wide Executive Committee
- Jayhawk Community Partners Board
- Executive Risk Committee
- Athletics Steering Committee
- Lawrence and KU Med Center Leadership Forums
- External Strategy Committee (chair)
- HLC Steering Committee

Key Accomplishments

- Reorganization of university communications function. Spun off enrollment marketing to embed with enrollment management and shifted focus of central communications team to a focus on brand management.
- Creation of a dedicated internal communications effort including a new news site for campus homepage.
- Initiated a number of training and development projects to improve integration of embedded communicators with institutional messaging platform, enhance the skills of campus communicators, and to address issues with titling and salary structure.
- Redesigned university communications related data gathering efforts to provide actionable intelligence to inform brand management and

communications strategy.

- Planned and executed the process to develop the university's first brand campaign in 13 years. Established KPI's and strategic targets for brand management.
- Partnered with new fundraising leadership on messaging for the institution's new \$2.5 billion campaign, Ever Onward.
- Partnered with the CFO to base the communication and marketing group's annual budget.
- Planned and conducted commencement in a stadium that was under construction.

Executive Vice President for Operations, Augusta University/Augusta University Health, September 2018-October 2022

Executive leader for the Divisions of Marketing and Communication, Auxiliary Services, Facilities, and Human Resources for the Augusta University/AUHealth enterprise. I have 7 direct reports, oversight of a nearly \$80 million budget and 750 total employees.

AU is a highly matrixed organization and I have additional institutional leadership and governance roles:

- President's Executive Cabinet
- External Relations Cabinet
- Provost's Cabinet
- Office of Diversity and Inclusion's Steering Committee
- Emergency Preparedness Committee
- AU and AUHealth capital and space committees
- Parking Leadership Committee
- Co-Chair with the Executive Vice President and Provost of the University Web Governance Committee

Key Accomplishments

- Strategically reorganized shared services units to leverage technology, improve efficiency, customer service, and to scale up to meet our institutional goal of 16,000 students by 2030.
- Redesigned and implemented campus-wide leadership training and development programs to enhance the resilience, engagement, and

competence of our workforce.

- Designed and implemented a campus research facilities master planning process to support the institutional goal of being a top 50 research institution. Plan includes programming and initial design of a 20,000 sq ft School of Computer and Cyber Sciences and a new basic sciences research building.
- Created a CASE gold award winning comprehensive brand identity and marketing campaign across all conventional and digital marketing platforms. The university has sustained an annual rate of enrollment growth averaging 2.8%. The AU health system has seen a 17:1 return on investment in its marketing investment.
- Enhanced the campus climate for diversity by increasing service contracts awarded to women and minority owned businesses, revising recruiting and search committee training and leadership pipeline programs, as well as featuring the institution's rich and diverse faculty, staff, alumni and friends more prominently in our communication strategies.
- Led growth in the institution's physical footprint and reduced a \$100 million deferred maintenance deficit to approximately \$30 million in 3 years. Growth included completion of the \$125 million Georgia Cancer Center and the \$100 million Georgia Cyber Center buildings, construction \$75 million College of Science and Mathematics, planning for a 1350 space PPV parking structure and a PPP project to build a 375-bed residence hall.
- Developed messaging for the institution's first comprehensive fundraising campaign. This work included a redesigned suite of alumni communications, enhanced digital alumni outreach opportunities, launching an annual fundraising campaign and a collection of stewardship materials.
- Created a new digital platform to demonstrate the impact of the University to legislators and corporations in Georgia. This digital map connects the work done across campus with the state's legislative districts.
- Engaged our community in economic development initiatives such as master planning 15 acres near the campus and established an institutional presence in downtown Augusta by successfully negotiating and executing a lease to locate 300 FTEs in the heart of our city. I am also AU's representative in several community development efforts such as the CVB strategic planning project, the Richmond County TIA public advisory board, the CSRA 2050 transportation strategic planning advisory board. In addition, I present regularly to local realtors, business organizations and community groups about the institution's plans, projects, and initiatives.
- Successfully managed a number of high-profile crisis communication situations such as one of the largest data breaches in health care, the COVID pandemic, and large scale weather events.

Executive Vice President for Strategic Communication and Chief Marketing Officer, Augusta University/Augusta University Health System, July 2015-September 2018

During consolidation our institution combined several functions into one unit. Post-consolidation this arrangement did not meet long-term strategic institutional needs. A new president created a stand-alone Division of Communication and Marketing, a stand-alone Division of Advancement, and retained Government Relations and Strategic Initiatives within the President's office. I was tasked to lead the new Division of Communication and Marketing. In this role I had oversight of a \$6.1 million budget and 50 employees.

Key Accomplishments

- Managed Presidential transition communication
- Led Enterprise-Wide Name Change from Georgia Regents University/GRHealth to Augusta University/AUHealth.
- Initiated an institutional Identity Management Business Intelligence plan

Executive Vice President for University Relations and Chief of Staff to the President and CEO, Georgia Regents University/Georgia Regents Health System, June 2014-July 2015

Operational Oversight of President/CEO's office with 8 employees and a budget of \$1 million

- Managed presidential transition (the President resigned in January of 2015)
- Responsible for all strategic communication for the President
- Coordinated President/CEO oversight of University Athletics, Enterprise Audit, Enterprise Compliance, and the Office of Legal Affairs

Enterprise-wide executive responsibility for three divisions:

- Marketing and Communication with a budget of \$2 million and 50 employees.
- University Advancement with a budget of \$1 million and 40 employees. This unit also included event services, alumni relations, and relationship management of four independent foundations.
- Government Relations with a budget of \$500,000 and 7 employees. This unit included federal, state, community, and system office relations. In addition, it supervised a student internship program.
 - Student Internship program
 - Strategic Initiatives with a budget of \$750,000 and 8 employees. This unit is responsible for managing corporate affiliations with Cerner, Phillips, and several smaller health care operations

Vice President of Board and Executive Affairs and Chief Compliance Officer,

Baylor University, November 2013-June 2014

Created new office to serve the growing needs of the Baylor Board of Regents and to advise the Board on strategic direction for compliance following a review by two outside consultants. My position reported to the President and Chancellor, the Chair of the Board of Regents and the Chair of the Board's Audit and Compliance Committee.

This position provided executive leadership for Board Relations, Governmental Relations, University Event Services, Diversity Strategy and Enterprise Risk Management.

Vice President of Executive Affairs and Chief of Staff to the President, Baylor University, February 2013-November 2013

Maintained all Chief of Staff duties and added:

Governmental Relations with a budget of \$500,000 and 3 employees in addition to a federal consulting contract.

- Developed and implemented legislative agenda at the state level
- Collaborated with Vice Provost for Research on state and federal grant opportunities
- Oversaw campus compliance with state and federal law relating to lobbying and political activity

University Events Services with a budget of \$600,000 and 12 employees.

Chief of Staff to the President, Baylor University, 2006-November 2013

Operational Oversight of a staff of 5 with 3 work study positions

Board Relations

- Principal liaison to the Board of Regents
- Responsible for construction of quarterly board meeting agenda in collaboration with the President, Executive Council and Board Chair
- Managed three presidential transitions

Communications

- Directed all communications from the President's Office
- Managed strategic campus events that were sponsored by the President's Office

Finance/Budgeting

- Responsible for the Office of the President and Board of Regents' budgets

and represented the President on all campus budget committees.

- Convened working group to revise the University's grant management infrastructure. Result was a substantial investment in software and a revision in University's accounting procedures to enhance the competitiveness of our researchers in the grant application process.

Fundraising

- Managed the President's fundraising portfolio.
- Co-led, with the Provost, the Division of University Development during two separate interim leadership periods
- Member of 7-person team creating and implementing successful campaign to raise \$250 million for an on-campus football stadium.
Over

Diversity

- Designated Chief Diversity Officer in 2010
- Created first campus organizations outside of the Division of Student Life to focus on the improvement of a campus climate for diversity: President's Diversity Council, Diversity Advisory Committee, Bias Motivated Incident Support Team.
- Led a committee of faculty, staff, students, and alumni to design and construct the NPHC garden in the Traditions Square area of campus.
- Initiated and created training program for Discerning Dialogues project.
- Led a faculty group to develop a strategic plan to recruit and retain diverse faculty. This group assessed best practices, evaluated current practices in hiring, mentoring, tenure and evaluation. Recommendations sent to the Provost

Chair, Department of Communication Studies, 2004-2006

Responsible for operating a department of 40 faculty and staff and 600 majors. Departmental budget was approximately \$2 million. Curriculum included concentrations in rhetoric, organizational communication, interpersonal communication, film and digital media and broadcasting.

Director, Glenn R. Capp Debate Forum, 1992-2006

Responsible for coaching and travel for a squad of 15 to 20 teams involved in audience debates, Cross Examination Debate Association format debate, and National Debate Tournament format debate; recordkeeping, budgeting, and administration; and the hosting of two tournaments each year

Project Director, Department of Education GEAR UP Grant (1999-2010)

Served as the project director for a portion of two \$6 million GEAR UP grants

received by Baylor University. Project Democracy was designed to develop speech and debate activities in the six Waco middle schools. As project director I oversaw \$150,000 a year in funding. I served on the advisory board for the grant's project directors, as part of the advisory board for public relations, and as part of the advisory board for evaluation

American Forensics Association President 2000-2002

The American Forensics Association is the national organization within the National Communication Association that oversees all competitive intercollegiate speech and debate programs. The AFA creates professional development programs, ensures compliance with academic and ethical standards for competition, regulates tournament practice, operates the premier argumentation journal in our field, *Argumentation and Advocacy*, and coordinates the content and logistics for the national conference.

SCHOLARSHIP

Representative publication and presentation

Administration and Leadership

Leeper, Karla and Ricardo Azziz and Richard Katzmann. (2024, April). Exploring the Opportunity of Mergers and Other Major Organizational Restructuring. Presentation at Higher Learning Commission Annual Conference, Chicago, IL.

Leeper, Karla. (2024, March). Communication and Campus Welcome Centers. Presentation for the AAU Public Affairs Network Annual Meeting, Washington, D.C.

Leeper, Karla. (2024, January). Communication and Leadership. Presentation to the University of Kansas Staff Leadership Development Program. Lawrence, KS.

Leeper, Karla. (2023, July). Mentoring and Leadership Development. Presentation for the Association of Governing Board's Institute for Leadership and Governance in Higher Education. Online.

Leeper, Karla. (2020, October). Communication and Diversity. Training for National Diversity Council Racial Justice Certificate Program. Online

Leeper, Karla. (2020, June) Accountability in the Workplace. Training for Augusta University Office of Leadership Development.

Leeper, Karla. (2018, March) The Role of Communication and Marketing in Institutional Consolidation. Presentation at the AASCU Conference for Senior Professionals, Washington, D.C.

Leeper, Karla. (2018, Jan./Feb.) How Augusta University Got Its 'A' Back. Currents.

Leeper, Karla. (2017, Sept.) Brand Management in Higher Education. Presentation at Elevate Georgia Strategic Communications Symposium in Athens, Georgia.

Forensic Pedagogy

Leeper, Karla. (2008, Nov.) The Importance of Mentoring: Increasing the Number of Women Directors of Forensics. Presentation to National Communication Association annual meeting in San Diego

Leeper, Karla and John Cleavelin. Learning Debate: An Interactive Educational DVD. 2006. Submitted to Department of Education as part of the GEAR UP Waco federal grant

Leeper, Karla. (2006, July 23) Engaging At-Risk Students With Technology. Presented at the July NCCEP/GEAR UP Conference in Washington, D.C.

Leeper, Karla and Matt Williams. (2005, Spring). Howdy Partner! Sites of Resistance in University/Public School Grant Projects. Presented to GEAR UP Texas meeting at Texas A&M University

Leeper, Karla. (1997, July) Professional Requirements of the Debate Director in the 21st Century. Proceedings of the Tenth NCA/AFA Conference on Argumentation. Annandale, VA: National Communication Association

Rhetorical Studies

Leeper, Karla. (2004, March). The Presidency and Democratic Deliberation. Presented to the Texas A&M Conference on the Presidency. Bush Presidential Library, College Station, TX

Leeper, Karla. (2002). The Comprehensive Test Ban Treaty Debate. Proceedings of the Twelfth NCA/AFA Conference on Argumentation. Annandale, VA: National Communication Association

Leeper, Karla and Jon Brusckke. (1995, December) The Prevalence of the Abuse Excuse: Media Hype or Cause for Concern? Communications and the Law, 17(4)

Fritch, John and Karla Leeper. (1993, Spring) Poetic Logic: The Metaphoric Form as a Foundation for a Theory of Tropological Argument. Argumentation and Advocacy, 29, (4) 186-194

Herbeck, Dale A., and Karla Leeper. (1985) In the Matter of Snyder: Do Attorneys Have First Amendment Rights? Free Speech Yearbook, 24, 105-113

SERVICE

AAU Public Affairs Steering Committee, 2024-present
Lawrence Chamber of Commerce Board Member, 2022-present
Friends of the Lied Board Member, 2022-present
KU Debate Alumni Board Member, 2021-present
Board of Trustees, National Debate Tournament, 2017-present
American Heart Association Board Member, 2020-2022
Council on the Advancement and Support of Education Circle of Excellence Awards Judge Coordinator, 2019 and 2020
Augusta CVB Destination Development Advisory Group Strategic Planning Task Force 2017-2020
Augusta CVB All In Augusta Campaign Leadership Council, 2018-2019
Chair, Board of Directors of the Augusta Players, 2015-2020
Chair, Board of Directors of the Augusta History Museum, 2016-2019
Columbia County Women on the Way mentoring program, 2015-2018
Rotary International, Scholarship Committee, 2012-2014
Brazos Valley Broadcast Foundation Board Member, 2006-2014
Waco Mammoth Foundation Board Member, 2007-2014
Waco Education Alliance Board Member, 2007-2014
Waco Chamber of Commerce Public Policy Committee, 2013-2014

SELECTED HONORS AND AWARDS

Augusta University Employee Advisory Council Teamwork Award, 2017
Given by the Employee Advisory Council to the Division of Communication and Marketing to recognize a high performing team who models open communication, trust, cooperation and respect for differences by building effective and collaborative relationships to accomplish organizational goals

Russ Sullivan Leadership Award, 2014
Given by the Division of Government Relations to a person who exemplifies leadership in public advocacy on behalf of the institution

Campus Diversity Award, 2015

Given by the Baylor Diversity Committee for contributions to the campus climate for diversity

Baylor Student Advocate Award, 2008

Given by the Division of Student Life to a person outside that Division who has contributed significantly to the life of Baylor's students

George Ziegelmueller Award for Excellence in Directing Forensics, 2001

Second Place, National Debate Tournament, 1985

Coversheet

Board on Track

Section: IV. Approvals
Item: A. Board on Track
Purpose: Discuss
Submitted by:
Related Material: Memphis Merit Academy Charter School - Renewal 2026-2027 (2).pdf



Renewal Membership Agreement: 2026-2027

Term and Fee

The agreement below outlines the term and fee associated with your BoardOnTrack membership renewal. Your membership fee is due 30 days prior to the Renewal Start Date.

After you electronically sign this contract, we will send an invoice to the invoice email address listed below. Please let us know if any billing information is incorrect. It is okay to sign the contract and then let us know via email of any changes to billing information.

Member Billing Information

Member	Memphis Merit Academy Charter School
Billing Address	4075 American Way Memphis, TN 38118
Billing Contact Name	Lakenna Booker
Billing Contact Role	Head of School
Billing Contact Email Address	lbooker@memphismritacademy.org
Billing Contact Phone Number	(901) 617-3690

Invoice Will Be Sent To:	lbooker@memphismritacademy.org
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Membership Terms

Renewal Start Date	06 / 01 / 2026
Membership Package	Acceleration
Membership Term	1 year
Membership Fee	\$12,267.00
Plus Sales Tax As Applicable	TBD

By signing this agreement, Memphis Merit Academy Charter School agrees to the terms described above.

Authorized Signature

Accepted By (Member) _____

Printed Name: _____ Date of Member Acceptance: _____

I read, understand, and accept the BoardOnTrack Terms and Conditions available [here](#). I certify that I am authorized to sign and enter into an agreement for the organization purchasing the BoardOnTrack Membership. Note: You can find BoardOnTrack's W-9 form [here](#).

Coversheet

Array Education (LIT)

Section: IV. Approvals
Item: B. Array Education (LIT)
Purpose: Discuss
Submitted by:
Related Material: BusDev_Proposal_SchoolSupport_MemphisMerit_FY27_v4.pdf



Because reading is believing.

LIT SCHOOL SUPPORT PROPOSAL

Memphis Merit Academy SY26-27

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

About Lit

Lit is on a mission to ensure every kid, everywhere, is a reader. We partner with school and system leaders to build, implement, and sustain reading ecosystems rooted in research and instructional equity. By translating the science of reading into scalable programs and replicable practices, we help school systems achieve equitable reading outcomes for all students. [96% of Lit's clients report building systems aligned to research-based practices, and system audits confirm that 100% of clients increase their alignment to research-based practices after two years of partnership with Lit.](#)

What Makes Us Different:

- **We see the system.** Student and teacher success relies on a set of complex, interconnected systems and structures. We believe focusing at the system level creates more sustainable change.
- **We translate research into practice.** Our work is grounded in Lit's proprietary Reading Ecosystem Alignment Diagnostic (READ), which translates the science of reading into tangible, research-based practices and actions for system leaders. The READ helps us answer, "What needs to happen next for kids, teachers, and leaders?"
- **We're in it for the long haul.** Our multi-phased approach is designed to offer support through all phases of change, from identifying system needs to implementing your vision.
- **We build your muscles.** We're coaches in your hallways and partners in your planning. Our job — from beginning to end — is to build your confidence and skills in leading the work when we're no longer with you.
- **We focus exclusively on literacy.** Lit believes that literacy underpins academic success. While many of our clients find the work we do with them to establish strong systems and facilitate cycles of continuous improvement is transferable to other contents and contexts, Lit focuses solely on literacy. Our Lit Partners are deeply versed in the science of reading and specific literacy curricula and assessments. They are skilled literacy teachers, coaches of literacy teachers, data analysts, and strategic planners.

Lit's approach is built on **Lit's Reading Ecosystem Alignment Diagnostic (READ)**, a proprietary framework that translates decades of research on reading, cognitive science, instructional practice, and instructional leadership into measurable, actionable components. Lit grounds measurement of programmatic change in Thomas R. Guskey's [framework for evaluating professional learning](#).

Our goal is to ensure each system we partner with can autonomously sustain a strong reading ecosystem that produces equitable outcomes with all students.



Because reading is believing.

Overview

Client Contact Information	Memphis Merit Academy 4075 American Way Memphis, TN 38118 Client Contact: Lakenna Booker Founder and Head of School lbooker@memphismeritacademy.org				
Duration	July 1, 2026 - June 30, 2027				
General Details	The proposal assumes that Lit will be working with the following schools across your system: <table border="1" data-bbox="410 806 1429 940" style="margin-top: 10px;"> <thead> <tr style="background-color: #00AEEF; color: white;"> <th>School</th> <th>Grade(s)</th> </tr> </thead> <tbody> <tr> <td>Memphis Merit Academy Charter School</td> <td>K-8</td> </tr> </tbody> </table>	School	Grade(s)	Memphis Merit Academy Charter School	K-8
School	Grade(s)				
Memphis Merit Academy Charter School	K-8				
What to Expect as a result of a Lit learning journey	Leaders and teachers will articulate a shared vision of what excellence for HQIM implementation looks like. Key leaders will receive design support and coaching on the following areas integral to a healthy reading ecosystem: <ul style="list-style-type: none"> ● Priority Planning & Developing Cycles of Improvement ● Data-Driven Instruction & Executing Cycles of Improvement ● Observation and Feedback & Instructional Planning ● Change Management The system will establish consistent cycles of improvement focused on HQIM implementation including: cadence of classroom walkthroughs, implementation look-for tracking, and system/school/grade-level professional learning in response to implementation data.				



Because reading is believing.

Proposed Scope of Work

Detailed descriptions of each service are included on pages 4-5.

Service	Frequency & Duration
Implementation Support	
Instructional Coaching Visits (In-Person)	4, 1-day Instructional Coaching Visits with pre- and post- data and planning meetings
Senior System Leader Coaching (Virtual)	5, 60-minute priority planning meetings for 1 senior system leader(s) to build leader capacity and monitor and accelerate progress
System Literacy Leader Instructional Coaching (Virtual)	20, 60-minute coaching meetings for up to 2 system leaders
Leader & Teacher Professional Learning Community (PLC) (Virtual)	5, 60-minute PLC meetings for up to 20 teachers & leaders
SY26-27 Total	\$116,000

Cost Inclusions

All pricing includes:

- 1, 90-minute Orientation
- 1, 90-minute end-of-year close-out meeting
- quarterly, 60-minute Oversight Meetings with key stakeholders to monitor progress of partnership and troubleshoot (per year)
- All travel and accommodation expenses for on-site visits
- Technology platform access for virtual sessions
- Ongoing asynchronous feedback between scheduled sessions

Payment Schedule

- The payment schedule will be determined in partnership with the client



Because reading is believing.

Engagement Details: Service Descriptions

Lit Implementation Phase Learning Journey

Through implementation support Lit will work with a core group of leaders and teacher-leaders from the system that are responsible for the alignment and implementation of the research aligned reading ecosystem. This team will include the most senior level leader who has decision making rights over literacy programming and priority planning as well as system level leader(s) who are responsible for the implementation, monitoring, and coaching of others to implement all of the components of the reading ecosystem as well as the key building leaders directly responsible for supporting teacher implementation of the curriculum.

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 multiple instructional coaching visits aligned with the natural data cycles of schools. System-level and building-level leaders will have frequent touchpoints with Lit Partners between instructional coaching visits for ongoing coaching, data analysis, and action planning.

Instructional Coaching Visits: During each in-person visit, 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 strategy and analysis
 - b. System- and building-level observation and feedback
 - c. Priority planning and monitoring
 - d. Professional learning
 - e. Change management
3. Engage in setting new goals for an upcoming improvement cycle

System and Building Leader Instructional Coaching & Priority Planning: Between instructional coaching visits, virtual 1:1 or small-group instructional coaching and priority planning meetings aim to continuously enhance the reading ecosystem and develop system leaders' skills through a cyclical process of monitoring, coaching, practice, and planning. Virtual coaching sessions are aimed at developing instructional leadership skills, including:

- Data strategy and analysis
- System- and building-level observation and feedback
- Priority planning and monitoring
- Professional learning
- Change management

These sessions may include review of videos of professional learning, coaching, and teaching, collaborative analysis of the latest system, school, classroom, and student literacy data to identify and plan response to trends, action planning, etc. This coaching support for leaders will equip them to lead change effectively while honing their instructional leadership skills. Lit will support leaders in co-planning for continued teacher-facing curriculum-based professional learning during these sessions.

Leader + Teacher Professional Learning Community (PLC): Lit will facilitate virtual professional learning community sessions (PLCs) to deepen content and curriculum knowledge and build coaching and data analysis



Because reading is believing.

skills to accelerate progress during improvement cycles for leaders and teachers. While topics may vary based on data trends, these virtual group sessions will prepare teachers to better implement HQIM and respond to data and leaders to plan and lead future teacher professional learning sessions.

Outcomes:

- Apply research-driven practices to literacy classroom contexts
- Analyze student needs, evaluate instructional strengths and gaps, and implement evidence-based reading instruction through high quality instructional materials that dismantles inequities

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

Lit Support Staffing: Lit will allocate the following staff to support the implementation phase of the work:

- **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 literacy leadership team
 - Manage the partnership, act as the primary contact for the system and foster partnership health
- **Partner(s)** to:
 - Coach members of the client’s literacy leadership team on critical leadership levers, such as:
 - Data strategy and analysis
 - Building-level observation and feedback
 - Priority planning and monitoring
 - Professional learning
 - Change management

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.

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

SchoolRunner

Section: IV. Approvals

Item: C. SchoolRunner

Purpose: Discuss

Submitted by:

Related Material:

2026-0407 - Memphis Merit Academy Charter School (Q-23960-1) SchoolRunner.pdf



Renewal for
Memphis Merit Academy Charter School



Q-23960

Expires on:
7/1/2026

SchoolMint Inc.
319 Monroe Street
Lafayette, LA 70501
info@schoolmint.com

This Order Form (this "Agreement") is entered into as of

(the "Effective Date"), by and between Memphis Merit Academy Charter School("Client"), and SchoolMint Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint’s Software-as-a-Service programs, related software, documentation and/or services related thereto as set forth below (collectively, the “Services”); subject to the terms set forth in the Terms of Service entered into as of the Effective Date by and between SchoolMint and Client, which are incorporated and made a part of this Order Form.

Subscription Term

Access to the services described below shall remain in effect from 7/1/2026 until 6/30/2027.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Period 1: 7/1/2026-6/30/2027

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
Schoolrunner	School data management software	299	\$12,724.73
Period 1: 7/1/2026-6/30/2027 TOTAL:			\$12,724.73

Discounts, if any, are only applicable to the first year of the subscription term. All renewals will be at SchoolMint's then current rates.

Services

All unused services purchased expire after 12 months. There are no refunds or credits issued for unused services.

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint. The undersigned acknowledges that, in the event of any conflicts, SchoolMint's Terms of Service, any Scope of Work, and Order Form (Collectively, "This Agreement") shall prevail over any other terms and conditions, including but not limited to the Client's Purchase Order.

By signing below, I hereby acknowledge that I have received, read, and am authorized to accept Schoolmint's [Terms of Service \(v1.24\)](#)

(<https://schoolmint.com/terms-of-service/>)

and

[DPA](#)

(<https://schoolmint.com/student-data-privacy-agreement/>).

**Memphis Merit
Academy Charter
School**

By:

Name:

Title:

Date:

SchoolMint Inc.

By:

Name:

Title:

Date:

Client Information Sheet

Main Contact

Name _____
Phone _____
Email Address _____
Address _____
Title _____

Secondary Contact

Name _____
Phone _____
Email Address _____
Title _____

Technical Contact

Name _____
Phone _____
Email Address _____
Title _____

Billing/Invoicing Contact:

Organization Name that should appear on the Invoice: _____
Attention to & Address Invoice Should be Sent to: _____
Phone _____
Email Address _____

Please confirm with your procurement department if a PO is required prior to invoicing. If required, please indicate below and submit a copy to orders@schoolmint.com along with this order form to avoid delays.

PO required?

Tax Exempt?

If tax exempt, a copy of your tax exemption certificate must be submitted along with this order form.

Coversheet

i-Ready Testing

Section: IV. Approvals
Item: D. i-Ready Testing
Purpose: Discuss
Submitted by:
Related Material: Quote442529.6.pdf

Curriculum Associates®

Prepared For:

Angelina McCoach
 Memphis Merit Acad CS
 4075 American Way,
 Memphis, TN 38118

5/26/2026

Dear Angelina McCoach,

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: 2026-2027 Quote ID: 442529.6 Quote Valid through: 12/31/2026

Product	List Price	Net Price
i-Ready	\$24,330.00	\$24,330.00
Toolbox	\$8,280.00	\$7,038.00
Professional Learning	\$0.00	\$0.00
i-Ready Partners Services	\$2,000.00	\$0.00
List Total:		\$34,610.00
Savings:		\$3,242.00
Shipping/Tax/Other:		\$0.00
Total:		\$31,368.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Lexy Beckwith
 (629) 255-6272
 lbeckwith@cainc.com

i-Ready Partners Services Includes:

- **Initial Implementation Services:** Provisioning, Initial Rostering, Hosting, Technology Assessment
- **Implementation Management:** Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management
- **Staff Development Consultation and Resources:** Consultative services to help you plan and make the most of Professional Learning sessions, and i-Ready Central Self-Service Resources
- **Technical Support:** Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 442529.6 Date: 5/26/2026 Quote Valid through: 12/31/2026

Prepared For:

Angelina McCoach
 Memphis Merit Acad CS
 4075 American Way,
 Memphis, TN 38118
 amccoach@memphismeritacademy.org
 9012401009

Your Representative:

Lexy Beckwith
 (629) 255-6272
 lbeckwith@cainc.com

i-Ready

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 501-800 Students 1 Year	15004.0	1	\$24,330.00	\$24,330.00	\$24,330.00
i-Ready Subtotal:					\$24,330.00

Toolbox

Product Name	Item #	Qty	List Price	Net Price	Total
Teacher Toolbox Access Math and Reading + Writing Per Site 501-800 students 1 Year	28426.0	1	\$8,280.00	\$7,038.00	\$7,038.00
Toolbox Subtotal:					\$7,038.00

Professional Learning

Product Name	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Complement Professional Learning Sessions	40124.0	1	\$0.00	\$0.00	\$0.00
Professional Learning Subtotal:					\$0.00

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:	\$34,610.00
	Savings:	\$3,242.00
	Merchandise Total:	\$31,368.00
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$0.00
	Total:	\$31,368.00

Special Notes
 All i-Ready purchases require professional learning.
 15% Partnership Discount applied to Toolbox contingent upon purchase of i-Ready.

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

Submitting Your Order

Placing an order is easy! Simply refer to the guide below when preparing your Purchase Order.

Submit Your Purchase Order and Corresponding Quote To: orders@cainc.com
 Need Help Placing an Order? Contact: orders@cainc.com or 1 (800) 225-0248

1. Purchase Order Number and Date

2. Bill-To or Invoice-To Name and Address

3. Ship-To Name and Address

4. Items and Quantities
 Does your quote include a "for budgeting" note? Ensure all items and quantities are final.

5. Subtotals for Merchandise, Freight, Tax, and the Purchase Order Grand Total

A current tax-exempt certificate must be on file to honor exemption status.

1 Purchase Order

Pleasant Meadows
Regional School District

Purchase Order: 312773
Date: 7/1/2025

2 Bill To:
Pleasant Meadows School District
ATTN: Accounts Payable
47 Whipple Rd
Pleasant Meadows, MA 01234
(978) 123-4567
Vendor Name: Curriculum Associates

3 Ship To:
Pleasant Meadows School District
ATTN: Adam Smith, Warehouse Mgr
47 Whipple Rd
Pleasant Meadows, MA 01234
(978) 123-4567

Product	Quantity	Unit Price	Extended Amount
23456.0 Reading Student Book G2	75	\$15.00	\$1,125.00
23456.9 Reading Teacher Book G2	3	\$30.00	\$90.00
23457.0 Math Student Book G2	75	\$15.00	\$1,125.00
23457.9 Math Teacher Book G2	3	\$30.00	\$90.00
12345.0 Digital School License	1	\$7,000.00	\$7,000.00
Subtotal			\$9,430.00
Freight			\$267.30
Tax			\$0.00
Total			\$9,697.30

Notes:

6 Reference Quote # 12456.1

7 Pack materials by school site. Deliver between 7/14/25-7/25/25.

8 Warehouse open Monday–Thursday 8 a.m.–3 p.m. in July.

9 Sarah Johnson
Purchasing Manager

6. Quote Number
Quote total and Purchase Order total must match.

7. Delivery Window
Must be at least seven to 10 days

8. Delivery Instructions
For example, please indicate weekdays and times the location is open for deliveries.

9. Signature of Authorized Official
If required by your administration

Note: We are unable to accept requisitions or signed quotes.

White-Glove Delivery:

Available upon request for \$500 per shipment location, subject to our carrier partner's availability. Please notify us of this request prior to submitting your Purchase Order so we can include the service on your quote properly.

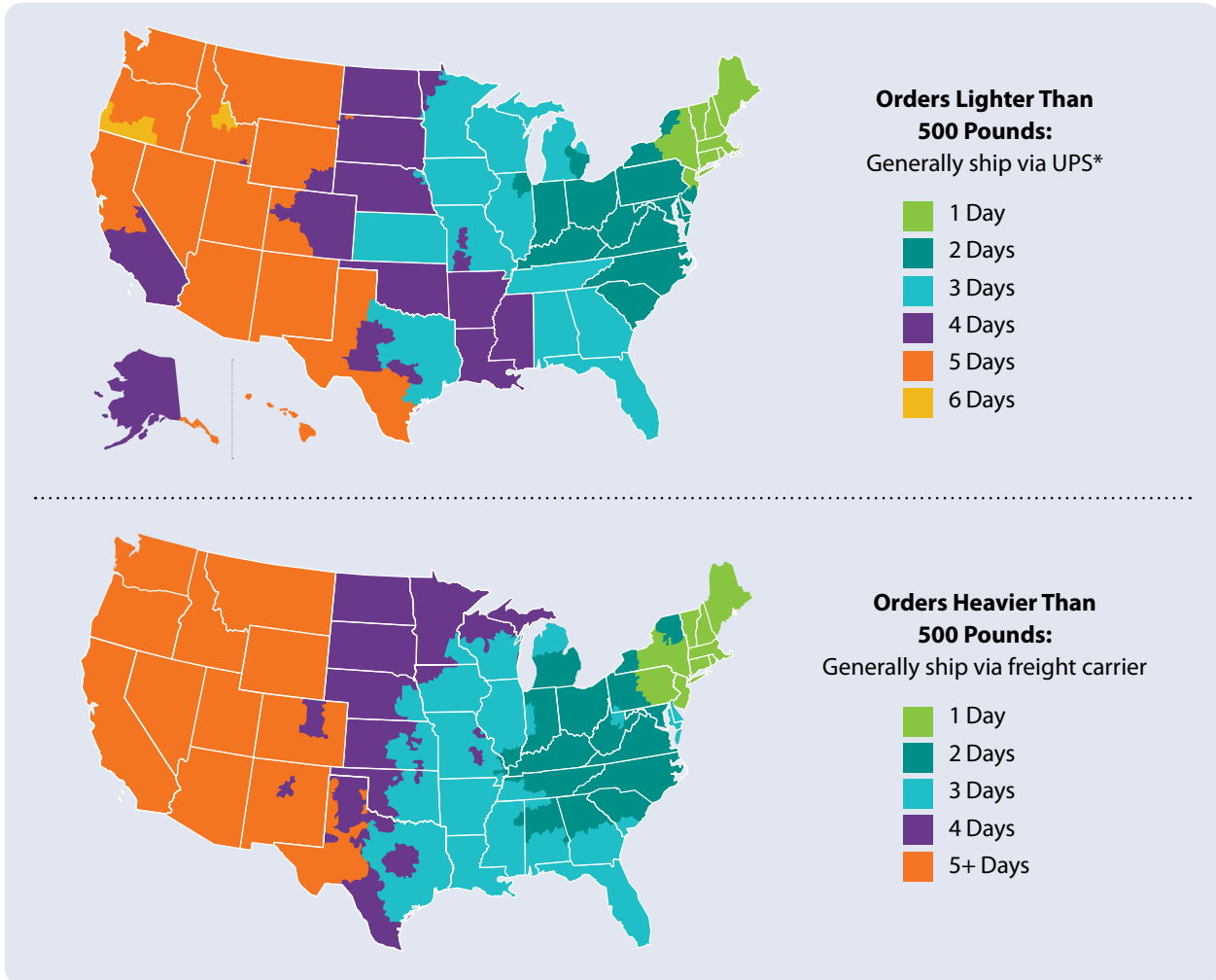
Please Consider Processing and Transit Times as You Are Preparing to Place Your Order

Orders lighter than 500 pounds are shipped via UPS. Orders heavier than 500 pounds are shipped via freight carrier. Reference the maps on the following page for our estimated transit times.

Estimated Transit Times

Please factor in the following lead times when arranging for delivery of our printed materials.

Shipping varies by location and shipping method from our warehouse in Littleton, MA. Locations considered to be remote, including locations within contiguous and non-contiguous states, may require additional transit days and special carrier services. See the maps below for further explanation.



*The threshold for UPS orders may be raised during peak season (i.e., June–September). Please note that UPS deliveries may arrive over several days.

Additional Tips for Successful Delivery:

- Indicate on your Purchase Order if you would like to ship to a central location, such as a district warehouse, or to individual schools.
- Select a delivery window when someone will be at the delivery location to accept the order.
Notify others, such as front office or custodial staff, about the delivery.

Need Help Placing an Order?

Contact: orders@cainc.com or 1 (800) 225-0248

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

Submit PO by Mail:

ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Submit Order by Check:

Curriculum Associates, LLC
PO Box 936600
Atlanta, GA 31193-6600

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

Please attach quote to all signed purchase orders.

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.

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	8% 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:

- White Glove Delivery Service \$1000/delivery/site

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 \$500/shipment location
- Freight Storage \$1000/shipment location
- Freight Carrier Redelivery \$350/pallet

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.

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

Invoice Receipt Preference

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

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 <https://www.curriculumassociates.com/privacy>. 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 [curriculumassociates.com/support/privacy-and-policies](https://www.curriculumassociates.com/support/privacy-and-policies). To the extent that any of the terms herein come into conflict with CA's existing contractual obligations and legal liabilities, the parties agree to enter into good faith negotiations to re-negotiate the terms herein.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning 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, i-Ready Classroom® student and teacher sets, and Magnetic Foundation and Literacy classroom kits.

Coversheet

Code Crew

Section: IV. Approvals
Item: E. Code Crew
Purpose: Discuss
Submitted by:
Related Material:
Code Crew Memphis Merit Academy Charter School 2026 - 2027 Proposal.pdf



Memphis Merit Academy Charter School 2026 - 2027

Prepared for:

Lakenna Booker
Executive Director
Memphis Merit Academy Charter School

Prepared by:

Jean Francois Mahoro
Director of K-12
CodeCrew

Table of Contents

1. Cover Letter
2. Overview
3. Courses Details
4. Cost
5. Approval

Cover Letter

Dear Lakenna Booker,

I am writing with great enthusiasm to propose an exciting collaboration between Memphis Merit Academy Charter School and CodeCrew to enhance your students' exposure to cutting-edge technology through our comprehensive computer science programming. As a passionate advocate for advancing technological literacy among students, I am eager to introduce a dynamic learning experience designed to empower students with 21st-century skills.

In today's digital world, early exposure to computer science is essential for academic and career success. As industries continue to evolve with technology at the forefront, it is crucial that students gain hands-on experience with emerging technologies that shape our future. Recognizing the importance of this, CodeCrew is excited to present a proposal tailored to Memphis Merit Academy Charter School that will provide students with foundational skills that foster problem-solving, creativity, and critical thinking.

By partnering with CodeCrew, Memphis Merit Academy Charter School can offer students the opportunity to build computational thinking skills, explore career pathways in technology, and develop the confidence to engage with cutting-edge tools that will define their future.

Please feel free to contact me at your earliest convenience at jean@code-crew.org to schedule a meeting or address any questions you may have.

Thank you for considering this opportunity. I am confident that together, we can inspire the next generation of innovators and equip them with the skills they need to succeed in an increasingly digital world.

Jean François Mahoro

CodeCrew

Director of K-12



Overview

CodeCrew is excited to partner with Memphis Merit Academy Charter School to offer Computer Science (CS) courses designed to introduce the basics to students. CodeCrew will provide students with hands-on learning experiences that develop critical thinking, creativity, and problem-solving skills, preparing them for future success in technology-driven fields.

Goals

- Introduce students to fundamental Computer Science concepts.
- Develop problem-solving, logical reasoning, and computational thinking skills.
- Foster creativity and innovation through hands-on, project-based learning.
- Provide students with exposure to cutting-edge technology that aligns with industry trends.
- Prepare students for future educational and career opportunities in STEM-related fields.



CodeCrew Course Model

Objective

Rooted in CodeCrew’s mission to “Empower the Next Generation of Tech Leaders,” the camp provides equitable access to high-quality computer science education. Students explore foundational CS concepts, gain hands-on programming experience, and build confidence as creators of technology not just consumers.

Purpose & Need

Many students enter high school without foundational exposure to computer science. This course addresses that gap by introducing essential computing skills early, supporting long-term STEM engagement, and preparing students for high school CS pathways—ultimately strengthening the talent pipeline for Memphis and beyond.

Course Structure

- Class Frequency: 3 days per week
- Class duration: 1 hour (1:50pm - 2:50pm)
- Student Capacity: Up to 20 students per class
- Location: Memphis Merit Academy Charter School
- Instructional Team:
 - 1 CodeCrew Instructor (Licensed with the State of Tennessee with a Computer Science endorsement)
 - 1 Technical Coach (Teaching Assistant)
- Learning Format: Hands-on, project-based learning with interactive activities and real-world applications.

CodeCrew provides:

- Qualified Licensed Instructor with the State of Tennessee with a Computer Science endorsement & a Technical Coach
- Course curriculum, lesson plans, and instructional materials
- Ongoing technical support and student assessments
- End-of-course certificates

Memphis Merit Academy Charter School provides:

- Classroom space and access to technology resources
- Student enrollment and participation coordination
- A designated school liaison for communication and scheduling
- Support in gathering student feedback and assessment data

Instructional Approach

- **Culturally responsive teaching**, grounded in CodeCrew’s commitment to representation and belonging
- **Hands-on, project-based learning** with daily coding labs and collaborative challenges
- **Differentiated instruction** to meet students at their skill level
- Alignment with [Tennessee's requirements for the middle school computer science course](#)
- Real-world examples that connect CS to students’ communities, interests, and future opportunities

Expected Outcomes

By the end of the program, students will:

- Demonstrate understanding of core CS concepts and vocabulary.
- Write and debug simple programs using block-based or introductory text-based languages.
- Apply computational thinking strategies to solve problems.
- Collaborate effectively on a technology project from concept to presentation.
- Gain awareness of CS careers, high school CS pathways, and opportunities.



Cost

Name	Price	QTY	Subtotal
Computer Science Foundations	\$32,000.00	1	\$32,000.00
Students learning the basics of Computer Science			
			\$32,000.00
		Subtotal	\$32,000.00
		Discount (5%)	-\$1,600.00
		Tax	\$0.00
		Total	\$30,400.00

Payment Terms

- 50% due by September 1, 2026: \$15,200
- Remaining 50% due by January 31, 2027: \$15,200

Please note:

- Payments made by **credit card** will incur an additional **3% transaction fee**
- Checking Mailing Address: **460 South Highland Street Suite 901, Memphis TN, 38111**

By the numbers:

- About 40 students (8th grade)
- 2 groups
 - Semester 1 (20 students)
 - Semester 2 (20 students)

CodeCrew is honored to have the opportunity to collaborate with Memphis Merit Academy Charter School to bring quality computer science education to its students.



CODECREW AGREEMENT

THIS CODECREW AGREEMENT (the “Agreement”), effective as of 04/03/2026 (the “Effective Date”), is entered into by and between CODECREW, a Tennessee nonprofit corporation with an address at 460 South Highland Street, Suite 901, Memphis, TN 38111 (“CodeCrew”), and Memphis Merit Academy Charter School, a Memphis Shelby County Schools (Charter), located in Tennessee with an address at 4075 American Way, Memphis, TN 38118 (“School”).

RECITALS:

WHEREAS, School desires to retain CodeCrew to provide computer science training and education to students at School (collectively, the “**Services**”), as more particularly set forth herein and in Statements of Work (as hereinafter defined); and

WHEREAS, CodeCrew has such expertise and desires to be so engaged by School.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally to be bound, hereby agree as follows:

1. **Services; Statements of Work.**

1. The purpose of this Agreement is to set forth the general terms and conditions under which CodeCrew shall carry out the Services for School and School shall pay the associated compensation. The Services to be performed by CodeCrew pursuant to this Agreement shall be described by specific statements of work (including compensation terms), which will be reflected in written addenda to this Agreement and incorporated herein by reference (each, a “**Statement of Work**”). It is the intent of the parties that the terms and conditions of this Agreement shall govern each Statement of Work except as the parties may otherwise expressly agree in such Statement of Work.
2. Initially, CodeCrew shall provide the Services as described in the Statement of Work attached to this Agreement as of the Effective Date. CodeCrew may perform additional Services for School as set forth in any proposal submitted to and accepted by School in writing and attached hereto as a Statement of Work. Each such Statement of Work shall be subject to the same general terms and conditions of this agreement unless otherwise agreed in writing by CodeCrew and School.

2. **Change Orders.**

1. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. CodeCrew shall, within a reasonable time after such request, provide a written estimate to School of (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement.
 2. Promptly after the School's receipt of the written estimate from CodeCrew, the parties shall negotiate and agree in writing on the terms of such change (a “**Change Order**”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.
3. **Use of Names.** Neither party shall use the name, trade name, symbols, trademarks, or any other marks of the other party in any advertising or public communication without the prior written consent of such other party, which shall not be unreasonably withheld or delayed.
4. **Representation and Warranties.** Each party represents and warrants to the other party that (i) it is duly authorized to enter into this Agreement; and (ii) its execution of this Agreement will not violate any other agreement or obligation to which it is a party or judgments or provisions of laws to which it is subject.

5. **Term; Termination.**

1. The term of this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the “*Term*”).
2. Unless otherwise provided in a Statement of Work, this Agreement or any Statement of Work may be terminated upon 1) written notice from either party of the other party’s material breach of this Agreement which is not cured within thirty (30) days following such notice; or 2) ninety (90) days’ advance written notice from either party to the other of termination of this Agreement, or any Statement of Work, without cause.
3. In the event this Agreement or any Statement of Work is terminated by School due to pandemic, natural disaster, or other legally recognized act of God prior to the end of an academic semester for which Services are to be performed pursuant to a Statement of Work, CodeCrew will continue Services via online access within five (5) business days of said occurrence, and School shall be responsible for payment of all compensation for such Services to be provided through the end of such academic semester as set forth in the applicable Statement of Work, without any discount or reduction. Otherwise, in the event this Agreement or any Statement of Work is terminated by School prior to the end of an academic semester for which Services are to be performed pursuant to a Statement of Work, School shall be responsible for payment of all compensation for such Services to be provided through the end of such academic semester as set forth in the applicable Statement of Work, without any discount or reduction.
4. Notwithstanding the foregoing, the parties’ covenants and obligations set forth in Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, and 17 shall not terminate or be affected in any way by the termination or expiration of this Agreement for any reason, and any provisions of this Agreement which by their nature extend beyond termination shall survive such termination or expiration.

6. **Compensation.** School shall pay CodeCrew the compensation specified and agreed upon in each Statement of Work, payable as set forth in the Statement of Work. In the event School does not pay the compensation owed to CodeCrew pursuant to this Agreement and any Statement of Work within sixty (60) days after School’s receipt of an invoice from CodeCrew, the amount outstanding shall bear interest from the expiration of such sixty (60) day period until paid at the rate of 1.5% per month (or the highest rate permitted by law, if less). The School agrees to reimburse, indemnify and hold CodeCrew harmless for any and all costs of collection of sums owed by the School to CodeCrew pursuant to this Agreement, including, without limitation, attorneys’ fees and costs.

7. **Confidentiality.**

1. During the Term of this Agreement, it may be appropriate and necessary for a party (the “*Receiving Party*”) to have access to certain technical or business information and other proprietary material of the other party (the “*Disclosing Party*”). To be considered “*Confidential Information*” covered by this Section 7, the information must be disclosed in writing and marked “Confidential,” or if disclosed orally or visually, must be confirmed in writing within thirty (30) days after disclosure. All Confidential Information furnished by the Disclosing Party to the Receiving Party during the Term of this Agreement shall be kept confidential by the Receiving Party. Except for purposes authorized by this Agreement, Confidential Information shall not be used or disclosed to any person or entity without the Disclosing Party’s prior written authorization. Notwithstanding the foregoing, the parties may disclose Confidential Information to their respective responsible officers, employees, agents who require said information for the purposes contemplated by this Agreement, provided that said officers, employees, agents and party shall have assumed like written obligations of confidentiality.
2. Any other provisions hereof to the contrary notwithstanding, it is expressly understood and agreed by the parties that the obligations of confidence and non-use herein assumed shall not apply to Confidential Information which (i) is at the time of disclosure part of the public domain or becomes so thereafter through no fault of the Receiving Party; or (ii) was in the Receiving Party’s possession legally and without confidentiality restriction prior to disclosure; or (iii) was developed by the Receiving Party independently of and without reference to the Confidential Information; or (iv) has come into the possession of the Receiving Party without

confidentiality restriction from a third party; or (v) is by mutual agreement of the parties released from confidential status; or (vi) is required to be disclosed by law, subpoena, regulation or court order.

3. In the event Confidential Information is required to be disclosed pursuant to law, regulation, subpoena or court order, the party required to disclose will give prompt written notice thereof to the other party and shall take reasonable steps to assist the other party in seeking a protective order or taking other similar action to limit such disclosure.
4. Upon termination of this Agreement or upon written request, the Receiving Party agrees to return the Disclosing Party's Confidential Information to the Disclosing Party. The Receiving Party shall have the right to retain a copy of the Confidential Information for archival purposes, which shall remain subject to the restrictions set forth in this Section.
5. This Section shall remain in effect during the term of this Agreement and for a period of three (3) years thereafter, except that the obligations of confidentiality and non-use related to a party's trade secrets shall continue in effect beyond the three (3) year period until such trade secret, through no action or inaction of such party, is no longer a trade secret.

8. **Similar Services Provided to Others.** School acknowledges that CodeCrew provides similar services as described in Statements of Work for a broad range of other clients and agrees that CodeCrew shall be free to work for other clients in its normal course of business, including matters similar to the Services provided by CodeCrew pursuant to this Agreement, provided that such similar services do not involve the use of or reference to any Confidential Information that has been disclosed to CodeCrew by School under this Agreement.

9. **Ownership of Information.** Except as otherwise provided in this Agreement, CodeCrew covenants and agrees that all right, title and interest in any findings, reports, inventions, writings, disclosures, discoveries, developments and improvements written, made or conceived by CodeCrew in the course of or directly arising out of this Agreement, including modifications or improvements to its curriculum ("**Work Product**") shall remain the sole and exclusive property of CodeCrew.

10. Indemnification.

1. Each party shall indemnify and hold the other, and its officers, directors, employees, agents, successors and permitted assigns, harmless against any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") arising out of or resulting from (i) the negligence or willful misconduct of the indemnifying party; (ii) the indemnifying party's material breach of this Agreement; and (iii) the indemnifying party's failure to comply with applicable federal, state, and local laws and regulations.
2. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The indemnified party's failure to perform any obligations under this Section 10 shall not relieve the indemnifying party of its obligations under this Section 10 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense. In the event the injury or loss is caused by the negligence of both parties, each party shall be responsible for its own costs, including but not limited to, the cost of defense, attorneys' fees and witness fees and expenses incident thereto.

11. **Limitation of Liability.** Neither School nor CodeCrew shall be liable to the other for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in connection with this Agreement or the Services. The aggregate liability of CodeCrew, its affiliates, directors, officers, employees, subcontractors or agents under this Agreement (excluding indemnity obligations for third party claims arising under Section 10 herein) shall not exceed the amount of fees actually received by CodeCrew from School under the most current Statement of Work to this Agreement.
12. **Independent Contractor.** The parties are independent contractors, and are not co-venturers, agents, employees or representatives of the other, and no act or omission of a party shall in any way be binding upon or obligate the other party.
13. **Non-Solicitation of Employees.** Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain any employee or contractor of the other during the Term of this Agreement, without the prior written consent of the other party.
14. **Insurance.** During the Term of this Agreement, each party shall maintain, with insurers or underwriters of good repute, such insurance relating to its business as is normally maintained by comparable businesses against such risks and pursuant to such terms as are customary and reasonable for such businesses.
15. **Governing Law and Venue.** The construction and interpretation of this Agreement shall at all times and in all respects be governed by the substantive laws of Tennessee, USA, without regard to its rules regarding conflicts of law. Any legal action taken by either party shall take place in the state and federal courts located in Memphis, Tennessee, USA.
16. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated in the preamble (or at such other addresses for a party as shall be specified in a notice given in accordance with this Section 16).
17. **Miscellaneous.**
 1. This Agreement (including any Statements of Work) contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.
 2. This Agreement shall be binding upon, and shall insure to the benefit of CodeCrew and School and their respective successors and assigns. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. This Agreement may not be assigned by a party without the prior written consent of the other party.
 3. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
 4. Neither party shall be liable for the failure to perform its obligations under this Agreement due to events beyond such party's reasonable control including, but not limited to, strikes, riots, wars, fire, acts of God or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any court or governmental body.

5. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or shall be deemed a valid waiver of such provision at any other time.
6. Each party has reviewed this Agreement and agrees that for the purposes of resolving questions regarding the meaning of this Agreement, this Agreement shall be construed as though drafted by both parties.
7. This Agreement may be executed in counterparts (which may be exchanged by facsimile or electronic mail), each of which shall be deemed an original, but all of which together shall constitute the same Agreement.



Approval

We are confident our program will be beneficial to your school, and will help bring about an increase in productivity for students. As outlined in the statement of work, we are willing to go the extra mile to ensure satisfaction for Memphis Merit Academy Charter School. CodeCrew is committed to help you grow from this endeavor.

IN WITNESS WHEREOF, CodeCrew and Memphis Merit Academy Charter School have duly executed this Agreement as of the Effective Date.

Lakenna Booker
Executive Director
Memphis Merit Academy Charter School

Audrey Willis
Chief Innovation and Program Officer
CodeCrew







Coversheet

The Learning Lounge (Math Coaching)

Section: IV. Approvals
Item: F. The Learning Lounge (Math Coaching)
Purpose: Discuss
Submitted by:
Related Material: The Learning Lounge K-12 FY26- 27-2 (1).pdf

The Learning Lounge

The Learning Lounge's mission is to strengthen educator preparedness by supporting schools and districts with high quality professional development and training, curation of curriculum resources and strategic organizational planning to combat teacher shortage, learning loss and educational inequities.

Memphis Merit Academy Charter School

Math Coaching Contract- The Learning Lounge K-12

2026–2027 School Year

1. Term of Agreement

This Agreement shall commence on **July 1, 2026**, and conclude on **June 30, 2027**, unless otherwise extended or modified in writing by both parties.

2. Purpose

This partnership is designed to strengthen **mathematics instruction, teacher capacity, and student achievement outcomes** across **Grades K–8** through high-impact coaching, data-driven practices, and aligned professional learning.

3. Scope of Services

The Learning Lounge K–12 will provide **on-site and strategic instructional support three (3) days per week (Monday, Tuesday, Friday)**.

Core Service Areas

A. Instructional Coaching

- Job-embedded, real-time coaching cycles aligned to high-quality math instruction
- Modeling of effective teaching strategies and lesson delivery
- Differentiated coaching support for novice, developing, and veteran teachers

B. Data-Driven Instruction

The Learning Lounge

The Learning Lounge's mission is to strengthen educator preparedness by supporting schools and districts with high quality professional development and training, curation of curriculum resources and strategic organizational planning to combat teacher shortage, learning loss and educational inequities.

- Weekly data analysis meetings (Grades K–8)
- Student work analysis aligned to standards and assessments
- Identification of trends, gaps, and targeted reteach strategies

C. Observation & Feedback

- Ongoing classroom observations during scheduled service days
- Immediate, actionable feedback aligned to instructional best practices
- Progress monitoring of teacher growth and implementation

D. Professional Development

- High-impact professional learning sessions aligned to school priorities
- Pre-service (Summer 2026) training for instructional readiness
- Quarterly PD sessions and targeted instructional workshops
- Support with unit internalization, lesson alignment, and rigor

E. Leadership & Strategic Support

- Collaboration with school leadership on instructional priorities
- Support with pacing, curriculum alignment, and assessment planning
- Guidance on systems that drive sustainable academic improvement

4. Service Schedule

Services will be delivered **three days per week (Monday, Tuesday, and Friday)**, in alignment with the school calendar and instructional priorities.

5. School Responsibilities

Memphis Merit Academy Charter School agrees to:

- Provide access to instructional materials, curriculum, and student data
- Designate a primary point of contact for coordination and communication
- Ensure consistent staff participation in coaching and professional learning
- Maintain a protected schedule for coaching days (Mon/Tues/Fri)

The Learning Lounge

The Learning Lounge's mission is to strengthen educator preparedness by supporting schools and districts with high quality professional development and training, curation of curriculum resources and strategic organizational planning to combat teacher shortage, learning loss and educational inequities.

- Support implementation of instructional recommendations

6. Investment & Payment Terms

The total investment for services outlined in this Agreement is:

\$90,000

- Payments will be made in **equal monthly installments** from **July 2026 through June 2027**
- Any adjustments to payment structure must be agreed upon in writing

Option 1: Base Contract	Option 2: A La Carte Services (Optional Add-Ons)
<p>Base Contract- \$90,000</p> <ul style="list-style-type: none"> <input type="checkbox"/> Weekly Math Content Team Meetings provided in both in-person and hybrid formats. <input type="checkbox"/> Weekly data analysis meetings for Grades 2–8 <input type="checkbox"/> Observation & Feedback (Grades K-8) <input type="checkbox"/> Professional Development (Grades K-8) The Consultant will lead and/or train school leaders to lead professional development sessions throughout the school year as aligned to the school calendar. <input type="checkbox"/> May, June, July- Curriculum Planning & PD Development, Pacing Guide Development Grades K-8 <input type="checkbox"/> June School Leader Training 	<p>Additional services may be contracted separately, as needed:</p> <ul style="list-style-type: none"> <input type="checkbox"/> TCAP Small Groups (Grades 3–8) – Begins in January 2027: \$25,000 <input type="checkbox"/> TCAP Small Groups – Begins in October 2026: \$30,000 <input type="checkbox"/> Substitute Teacher/Admin Daily Rate: \$225/day <input type="checkbox"/> Math Parent Academy: \$1,000 per academy (4 recommended) <input type="checkbox"/> Weekly School Memo Submissions: \$75/week <input type="checkbox"/> Weekly Lesson Plan Feedback: \$150/week <input type="checkbox"/> Math Night Production: \$300 <p>*These services are not included in the base contract and must be requested</p>

The Learning Lounge

The Learning Lounge's mission is to strengthen educator preparedness by supporting schools and districts with high quality professional development and training, curation of curriculum resources and strategic organizational planning to combat teacher shortage, learning loss and educational inequities.

<input type="checkbox"/> July Summer Teacher In-Service Training <input type="checkbox"/> July 15-31, 2026	separately in writing.
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7. Termination

Either party may terminate this Contract with two weeks' written notice, citing reasons for termination. In case of termination, the Consultant shall be paid for all services rendered up to the effective termination date.

8. Confidentiality

The Consultant agrees to maintain the confidentiality of all student records and proprietary school information.

No information shall be disclosed to third parties without written consent from the School.

9. Amendments

Any amendments or modifications must be made in writing and signed by both parties.

10. Governing Law

This Contract shall be governed by the laws of the State of Tennessee.

11. Entire Agreement

This document constitutes the entire agreement and supersedes all prior agreements or understandings.

Signatures

Memphis Merit Academy Charter School

Signature: _____

Name: _____

Title: _____

Date: _____

The Learning Lounge K-12

Signature: _____

LaToya Chitman

Founder, The Learning Lounge K-12

Date: _____

Coversheet

Deans List

Section: IV. Approvals
Item: G. Deans List
Purpose: Vote
Submitted by:
Related Material: Memphis Merit Academy - Renewal - SY 26-27.pdf

DeansList

SAAS SERVICES ORDER FORM

<p>Client: Memphis Merit Academy</p>	<p>Address: Cabana Shopping Center, 4775 American Way Memphis, Tennessee 38118</p>
<p>Contact for Notice Purposes: LaKenna Booker</p> <p>Phone: (901) 617-3690</p> <p>E-Mail: lbooker@memphismeritacademy.org</p>	<p>Client Administrator: Donald Daugherty</p> <p>E-Mail: ddaugherty@memphismeritacademy.org</p>
<p>Services: The Services are as provided on Exhibit A, Statement of Work, attached to and made a part of this Agreement (the "Service(s)"). Additional Statements of Work as may be mutually agreed by the parties during the Term will be attached to and become a part of this Agreement. All Statements of Work must be signed by both parties to be effective.</p>	
<p>Services Fees: Licensing Fee (590) - \$9,860.00</p> <p><u>\$9,860.00</u> per year, payable in advance on invoice from Company on July 15, 2026 and January 15, 2027 during the Term, subject to the additional terms of Section 4 of the attached Agreement. Fees may be pro-rated in accordance with Schedule A for Clients initiating Services for partial years.</p>	<p>Initial Service Term: One (1) year commencing: July 1, 2026-June 30, 2027</p>
<p>Service Capacity: <u>1 school(s), 590 students.</u> Additional Service Capacity is available. Additional Services Fees at the rate provided on Schedule A are payable as specified for additional capacity.</p>	
<p>Implementation Services: Company will use commercially reasonable efforts to provide Client with the Implementation Services described in the Statement of Work ("Implementation Services"). Client will pay Company the Implementation Fee on execution of this Agreement.</p> <p>Implementation Fee (one-time): \$0</p>	

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DeansList

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into on this (the “Effective Date”) between DeansList, Inc. with a place of business at PO Box 887, South Orange, NJ 07079 (“Company”), and the Client listed above (“Client”). This Agreement includes and incorporates the attached Order Form, as well as the attached Terms and Conditions, Exhibits A and B and incorporates by reference Company privacy and site terms and conditions as further provided below. This Agreement contains, among other provisions, warranty disclaimers, liability limitations and use limitations.

There will be no force or effect to any different or additional terms of any Client purchase order, contract or similar form.

DeansList, Inc.:

Memphis Merit Academy

By: Matthew Robins
Name: Matthew Robins
Title: CEO
Date: 2026-05-26

By: Lakenna Booker
Name: Lakenna Booker
Title: Executive Director
Date: 2026-05-26

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DeansList

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Client with the Services as further provided in Exhibit A, Statement of Work. As part of the registration process, Client will identify a Client Administrator name and password for Client's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate, provided that Company is under no obligation to monitor any passwords or other Client Data or materials with respect to the Services.

1.2 Subject to the terms of this Agreement, and in accordance with Company standard practices, Company will provide Client with reasonable technical support services without additional charge in accordance with the terms in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Company grants to Client during the Term of this Agreement, and Client accepts, the non-exclusive right and license to permit the Client Administrator(s) and Authorized Users to access, view and use Company proprietary interfaces, methodologies and Services for the intended purposes of the Services. Client will not have the right to re-license, sub-license sell rights to, or offer access or use of, the Services, or to transfer or assign rights to access or use the Services, except for permitted uses by Administrators and Authorized Users as expressly provided in this Agreement. Accordingly, Client will not generate access codes, request user ID's or passwords from the Company, or permit access to the Service by anyone other than the designated Client Administrator(s) and Authorized Users. Client will promptly inform Company of any known violation of this Agreement. Company may, in its sole discretion and without prior notice, suspend access to the Service by any Client Administrator(s), Authorized Users or unauthorized users of the Service that it determines are violating any terms of the Agreement, and terminate this Agreement as otherwise provided in this Agreement. For purposes of this Agreement, an "Authorized User" is a Client-designated and permitted user of the Services within Client's school or district, including administrators, counselors, teachers, other school or district personnel, students, and parents.

2.2 In no event will Client obtain any ownership interest in any Company intellectual property or proprietary information or methodologies by use or otherwise, and Client agrees it will not assert such an ownership interest now or in future. All rights not expressly granted to Client in this Agreement are expressly retained and reserved by and to Company. Client will not, directly or indirectly: publish or make copies of Company's proprietary text, graphics, charts and screens, create derivative works based on same (except to the extent expressly permitted by Company or authorized within the Services); use the Services other than as contemplated by this Agreement; or remove any copyright, patent, trademark, proprietary notices from any print materials generated through the Services. For purposes of this Agreement, "Services" includes attendant Company software, text, graphics, methodologies incorporated in the Services, documentation and associated materials, all of which are the sole and exclusive property of Company.

2.3 Client may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014 (a) (1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement

2.4 Client represents, covenants, and warrants that Client will use the Services only in compliance with Company's standard published policies then in effect as posted on Company's site, as provided in this Agreement or as otherwise provided to Client (the "Policy"). Client agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) arising out of Client breach of the Policy. Company will provide Client with prompt notice of any third party claim and cooperate reasonably in the resolution of the claim. Although Company has no obligation to monitor Client's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or is alleged to be) in violation of the foregoing.

2.5 Client will be responsible for obtaining and maintaining all equipment and ancillary services needed to connect to, access or otherwise use the Services, including without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client will also be responsible for maintaining the security of the Equipment, Client accounts, and passwords (including but not limited to Client Administrator and Authorized User passwords) and files. Client is responsible for all uses of the Client account or the Equipment with or without Client's knowledge or consent.

2.6 Only the designated Client Administrator has the ability to permit access to Client data and contact the Company to initiate Authorized User ID's. Company is permitted to assign Service system passwords and ID's on request of the Client Administrator with respect to Client Authorized Users as further provided in this Agreement. The Client Administrator is responsible for approving all Authorized User access to the Services.

2.7 In no event will Company interact with a child/student directly other than to provide children/students with passwords, user ID's and standard Service instructions related to establishment of that child's/student's Service account via e-mail. Each such account must be specifically authorized, and the child's/student's e-mail address be provided to Company, by the Client Administrator in each instance. Each designated child/student will, after establishing an account, be a

DeansList

Client Authorized User. Company will never use any child/student e-mail address other than for assignment/provision/retrieval of child/student Service passwords or resetting child/student Service passwords. Child/student access may be deleted from the Service by the Client Administrator at any time by following Service feature instructions.

2.8 The features provided by the Services to which administrators, teachers and other school personnel, parents and students are permitted access is at all times under the direction of and the responsibility of the Client Administrator. The Client Administrator is also in control of customized formatting and distribution (within the Service structure and features) of messages, reports, notifications and other Service features that may be viewed, modified and transmitted within the Service.

2.9 In the event Client becomes aware of a breach of its security in which child or other personal identifiable information has become available to unauthorized parties, Client will immediately notify Company. Company will cooperate reasonably with Client to contain any breach, provided that Client is solely responsible for its internal security systems and for compliance with all relevant laws and regulations governing its activities in respect of the Services. Without limitation of any other Client obligation under this Agreement, Client represents it is familiar with COPPA, FERPA, HIPPA and all other state and local laws and regulations governing collection and use by Client of Client Data, collection and use of personally identifiable information of children and otherwise, and restrictions on transmission of medical information about Authorized Users and others. Client is solely responsible for compliance with all such laws and regulations, and will indemnify and hold harmless Company from and against any loss or damage to which Company may become subject as a result of any Client breach of such laws and regulations. Company will provide Client with prompt notice of any such claim and cooperate reasonably in the resolution of the claim.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service, including propriety screens and reporting design. Proprietary Information of Client includes non-public data provided by Client to Company to enable the provision of the Services ("Client Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Client will own all right, title and interest in and to the Client Data. Company will own and retain all right, title and interest in and to (a) the Services and attendant methodologies, text,, graphics, software, all improvements, enhancements or modifications thereto, (b) any

software, applications, inventions or other technology developed in connection with Services and support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary in the Agreement, Company will have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and Company will be free (during and after the Term) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, *provided that* no personally identifiable information is used for any purpose other than fulfillment of Company obligations to Client under this Agreement. In no event will Company sell or otherwise disseminate personally identifiable information for Company marketing purposes, or permit third party advertising on the Service. No rights or licenses are granted except as expressly set forth in this Agreement.

4. PAYMENT OF FEES

4.1 Client will pay Company the Fees provided in the Order Form and any Statement of Work (the "Fees"). If Client's use of the Services exceeds the Service Capacity on the Order Form or otherwise requires the payment of additional Fees (per the terms of this Agreement), Client will be invoiced for such usage and Client agrees to pay the additional Fees in the manner provided in this Agreement. Invoices for additional Services will be submitted monthly and are due net 30 unless otherwise specified. .If Client believes that Company has billed Client incorrectly, Client must contact Company no later than 60 days after the closing date on the first invoice in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company will invoice Client for Services as provided on the Order Form via e-mail for payment in advance of provision of the Services.

4.3 Service Fees are final and non-refundable.

4.4 Unpaid amounts due are subject to a late fee of 1.5% per month on any outstanding balance from the date due until paid in full. Client is responsible for all costs of collection, including reasonable attorneys' fees, collection fees and costs. Notwithstanding any other provision of this Agreement, in the event payment is not received within thirty (30) days of invoice therefore, Company may suspend or terminate the Service without prior notice and without liability therefor. Client will be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Service Term as specified in the Order Form (the "Term"). Provided Client is not then in breach of this Agreement, Client will be given the opportunity to renew this Agreement at Company's then-current Fees.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement and such breach remains uncured during the thirty day period. Client will pay in

DeansList

full for the Services up to and including the last day on which the Services are provided. In the event of termination by Company for breach, Client is liable for Service Fees to the end of the Term and for any accrued but unpaid additional Fees.

5.3 Upon any termination other than for Client breach (including non-payment), Company will make all Client Data available to Client for electronic retrieval for a period of thirty (30) days following termination. Thereafter, Company may, but is not obligated to, delete stored Client Data and retain same only for archival purposes and general internal Company purposes as otherwise permitted in this Agreement, provided that in no event will Company use any personal identifiable information in Client Data for any purpose other than fulfillment of Company obligations under this Agreement.

5.4 All sections of this Agreement which by their nature should survive termination will survive termination, including without limitation, accrued rights to payment, Company's intellectual property rights, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company will use reasonable efforts consistent with prevailing industry standards to maintain the Services (as available) in a manner which minimizes errors and interruptions in the Services and will perform the Services in a workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company will use reasonable efforts to provide advance notice in writing or by e-mail of any Company scheduled Service disruption.

COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL SERVICES ARE PROVIDED "AS IS," "WHERE-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CLIENT AGREES THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THESE WARRANTY EXCLUSIONS AND THE LIMITATIONS OF LIABILITY AS FURTHER PROVIDED IN THIS AGREEMENT IN SECTION 8, AND CLIENT EXPRESSLY ACCEPTS THESE EXCLUSIONS AND LIMITATIONS AND AGREES THEY ARE FAIR AND REASONABLE.

7. INDEMNITY

Company will hold Client harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. Company will not be responsible for any settlement it does not approve in writing prior to settlement. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Client specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or

after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement the Services are held by a court of competent jurisdiction to be, or are believed by Company, to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Client a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Client's rights hereunder and provide Client a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), WILL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR THE TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLIENT CLAIMS, EXCEED THE FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. "COMPANY" INCLUDES ITS OFFICERS, DIRECTORS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES.

9. MISCELLANEOUS.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Client except with Company's prior written consent in each instance, which consent is in Company's discretion. This Agreement is binding on Company, its successors and assigns and Client and its permitted successors and assigns.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client neither party does not have any authority of any kind to bind the other party in any respect whatsoever.

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day

DeansList

after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

This Agreement will be governed by the laws of the State of New York without regard to its conflict of law's provisions. The parties agree that any dispute that cannot be resolved amicably between the parties will be adjudicated exclusively in the appropriate New York State court or the United States District Court for the Southern District of New York. Client agrees not to contest venue as appropriate in New York, New York. Client expressly consents to the personal and subject matter jurisdiction of such courts for such purpose. The parties waive rights to trial by jury.

Client agrees that Company may include Client's name and logo as a Company customer in Company promotional materials.

Each party represents to the other that it is authorized to enter into this Agreement and that the obligations of this Agreement are enforceable in accordance with their terms. The privacy policy and

terms and conditions of the Company site are incorporated in this Agreement by reference. In the event of any conflict between the privacy policy in this Agreement and site terms and conditions, this Agreement will control.

Client agrees that Company intellectual property and confidentiality rights are special and unique, and that breach by Client of such rights will result in Company damages inadequately compensated by monetary damages alone. Therefore, in addition to any other remedies available at law or equity, Company will have the right to injunctive relief to prevent a breach or threatened breach of such rights without posting a bond or further proof of irreparable harm. In the event Company is required to enforce such rights, it will be entitled to an award of attorneys' fees and costs.

All terms in any Client purchase order or other document not signed by Company are expressly rejected.

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DeansList

EXHIBIT A

Statement of Work

Services:

Implementation Services: The Implementation Fee includes the following initial services:

- Initial creation of DeansList instances for Memphis Merit Academy
- Design and development of custom weekly report cards
- Configuration of standard DeansList features based on your schools' specifications including reports and notifications concerning academic issues, behaviors, consequences and incentives, referrals, suspensions, and standard alerts.
- Parent-Guardian/Student Access:
 - If and when permitted by the Client Administrator, teachers will provide each student with unique access codes and instructions for parent access to the Services.
 - If and when permitted by the Client Administrator, the Client Administrator will provide DeansList with a student's e-mail address solely for the purpose of creating student accounts or resetting student accounts within the Services.
 - Once registered, teachers, school personnel, parents and students will access to such messages, chat rooms, private teacher to student/parent communications, reports and notifications as then currently available as features of the Services.
- Each then-available Service feature may be configured by the school under the direction of the Client Administrator to suit the preferences of the Client.

Services:

- Access to and maintenance of Client's DeansList instance
- Trainings via webinar for teachers at each school site
- DeansList "Cheat Sheets" and PowerPoint training materials for teachers and administrators
- Unlimited phone/webinar training for administrators
- Ongoing support via e-mail and phone
- Ongoing reconfiguration of standard DeansList features

Additional Fees for additional Service Capacity as agreed between the parties in a subsequent signed Statement of Work as may be requested by Client from time to time during the Term will be:

\$4,500.00 per school

\$500.00 per 100 enrolled students

\$100 per 10,000 text messages sent/received via DeansList

\$4.00 per student (if school subscribes to Messaging Center features)

\$4.00 per student (if school subscribes to Two-Way Text features)

\$1,500.00 per school (if school subscribes to RTI/MTSS features)

\$1,500 per school (if school subscribes to Summer School feature)

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EXHIBIT B

Service Support

For purposes of this Agreement, “downtime” means the inability of Client to access the Services.

Company will use reasonable commercial efforts to provide the Services 24/7, with the exception of scheduled downtime for maintenance. Any downtime resulting from third party emergencies, outages or otherwise due to third party connections or utilities, and Client’s actions, changes to Company software, add-ons, internet connections, browsers or devices or any other reason beyond Company’s control are excluded from any downtime calculation. Client's sole and exclusive remedy, and Company's entire liability, in connection with Service availability will be that for each period of downtime lasting longer than one hour M-F, 8am-6pm EST, Company will make resolution of Client’s downtime a Priority 1 service issue, meaning resolution of Client’s downtime issues will receive the full attention of Company service personnel without additional charge during and after normal business hours until downtime is resolved, including provision of interim work-arounds.

Client is obligated to inform Company of any periods of downtime, and any maintenance or other issues with the Services, request support via e-mail.

Issues with errors and bugs that do not result in downtime will be remedied by the Company without additional charge in a timely manner given the nature of the issues after notice of same to Company. Errors, bugs and other maintenance issues are not downtime. If a repair is part of a scheduled update, it will be included in the next software update.

Company will provide Technical Support to Client via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays (“Support Hours”) (provided only that downtime lasting more than one hour M-F 8am-6pm EST will be addressed as above).

Client may initiate a support request during Support Hours by calling Company’s support phone number, available on Company’s web site, or any time by e-mailing: support@deanslistsoftware.com

Company will respond to all support requests in accordance with standard, commercially reasonable Company practices.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
T965U-38YXE-JAXQ4-J7HZR

DOCUMENT COMPLETED BY ALL PARTIES ON
26 MAY 2026 16:33:54
UTC

SIGNER

TIMESTAMP

SIGNATURE

LAKENNA BOOKER

EMAIL
LBOOKER@MEMPHISMERITACADEMY.ORG

SENT
07 MAY 2026 15:45:13

VIEWED
15 MAY 2026 19:47:03

SIGNED
26 MAY 2026 16:19:59



IP ADDRESS
174.203.37.252

LOCATION
HATTIESBURG, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
26 MAY 2026 16:19:16

MATTHEW ROBINS

EMAIL
MATT@DEANSLISTSOFTWARE.COM

SENT
07 MAY 2026 15:45:13

VIEWED
26 MAY 2026 16:33:43

SIGNED
26 MAY 2026 16:33:54



IP ADDRESS
24.44.80.52

LOCATION
NEWARK, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
26 MAY 2026 16:33:43



Coversheet

Huddle Up

Section: IV. Approvals
Item: H. Huddle Up
Purpose: Vote
Submitted by:
Related Material: Complete_with_Docusign_Huddle_Up_Service_Ord (1).pdf



General Information

Client Name	Memphis Merit Academy Charter School	Created Date	4/22/2026
Service Start Date	8/6/2026	Quote Expiration Date	6/30/2026
Service End Date	5/29/2027	Prepared by	Taylor Rogan

Client Information

Client Contact	Lakenna Booker	Street	4075 American Way
Phone	901-240-1009	City	Memphis
Email	lbooker@memphismeritacademy.org	State	TN
		Zip	38118

Order Details - Fee Schedule

Speech Language Pathology	
Committed Caseload	5 Students
Monthly Price per Committed Student	\$232.41
Monthly Price per Student in excess of Committed Caseload	\$255.65
# School Days	178
Installments	10.0
Max Avg. Direct Minutes per Student per week	37
Minimum Session Grouping %	30%
Monthly Minimum Fee	
\$1,162.05	
Total Minimum Fee	
\$11,620.50	

Modified Terms

Client may elect to pay the total committed fees as listed in the Service Order within fifteen (15) days of the Service Start Date and Huddle Up will provide a three percent (3%) discount on the minimum fees due.

Better Care Together



- Pay annually up front and receive a 3% discount. (Recommended)
- Pay monthly throughout the term beginning with Service Start Date.*

*Default if neither is selected.

Billing Contact

Contact Name	Angela McCoach	Bill to Account Name	Memphis Merit Academy Charter School
Email	amccoach@memphismaritacademy.org	Phone	901-240-1009

Master Service Agreement

Except as expressly set forth in this Service Order, the Parties agree to be bound by the terms of Huddle Up's Master Services Agreement ("Agreement"). The Agreement is provided in conjunction with this Service Order or upon request. To the extent there is a conflict between this Service Order and the Agreement, this Service Order shall govern. The signatory below represents that he or she has the authority to bind Client to the terms of this Agreement. The terms of this Service Order are Confidential Information. The effective date of this Agreement is the date of the last signature below ("Effective Date").

Huddle Up Care, Inc. by:

Signature _____


Name

Title

Date

Client

Memphis Merit Academy Charter School by:

Signature  _____

Name Lakenna Booker

Title Executive Director & Founder

Date 5/26/2026



Master Services Agreement

This Master Services Agreement ("MSA") is by and between Huddle Up Care, Inc., a Delaware Corporation ("Huddle Up") and the Client and will commence upon the date of execution of a Service Order that references this agreement ("Effective Date"). Huddle Up and Client may individually be referred to as a "Party" and collectively as "Parties".

1. **Structure of Agreement.** This MSA shall apply each time Client engages with Huddle Up for the provision of services and/or products ("Services"). The Services shall be described in one or more schedules (each, a "Schedule"), service orders (each, a "Service Order"), and/or exhibits (each, an "Exhibit"), each of which shall reference this MSA. Each Schedule, Service Order, and Exhibit entered into or delivered hereunder (each, an "Incorporated Document" and collectively, "Incorporated Documents") may provide additional terms and conditions related to the Services. This MSA and Incorporated Documents are collectively referred to as the "Agreement". In the event of a conflict of between the terms of this MSA and the terms of any Incorporated Document, the terms of the MSA shall control; provided, however, that the Parties may in any Incorporated Document specifically, with reference to this MSA, agree to: (a) exclude or except an otherwise controlling provision of this MSA; or (b) adopt a clause or provision to apply in lieu of any of an otherwise controlling provision of this MSA.

2. **Services.** Huddle Up shall provide Client with the Services set forth on each Service Order.

3. **Term.** The Term of this Agreement shall commence on the Effective Date and will end on the Service End Date set forth in each Service Order ("Term").

4. **Termination.**

- a. **Termination for cause.** Either party may terminate this Agreement if the other party breaches any material term of this Agreement and does not cure such material breach within thirty (30) days of receiving written notice of the breach (which notice shall include the nature and extent of the breach and specify the effective date of termination).
- b. **Termination without cause.** Either party may terminate this Agreement for any reason by providing the other Party with at least thirty (30) days' prior written notice.
- c. **Effects of Termination.** Upon the termination of the MSA or the expiration or termination of any Incorporated Document for any reason, (a) all Fees owed to Huddle Up that accrued prior to such termination or expiration will be immediately due and payable and (b) Client shall not be entitled to a refund for any Fees paid by Client prior to the date of termination and (c) Client agrees that any termination of this Agreement shall not affect Huddle Up's rights to payment due to it.

5. **Fees; Payments.**

- a. In consideration of the provision of the Services provided by Huddle Up and the rights granted to Client under this Agreement, Client shall pay the fees as set forth in the related Service Orders and Schedules. In the event that Huddle Up provides additional Services, which have been requested by Client in writing, Huddle Up shall be entitled to bill Client for those additional Services. Huddle Up will invoice Client electronically at the email address for invoices provided by Client to Huddle Up. Huddle Up generally accepts Automated Clearing Hours ("ACH") and other electronic payments. If any amount Client owes under this Agreement is not paid within thirty (30) days of its due date as specified in the applicable Service Order or Schedule, Client agrees that Huddle Up may stop providing



the Services until such overdue amount is paid in full. All overdue amounts will accrue interest until paid at the rate of the lesser of one and a half percent (1.5%) per month or the maximum rate allowed by law. Client will have materially breached this Agreement if any amount remains unpaid more than thirty (30) days after the due date. Huddle Up's remedies under this Section are cumulative of its other available remedies. If Client believes that Huddle Up has billed Client incorrectly, Client must contact Huddle Up no later than fifteen (15) days after receipt of the invoice, and the Parties will work together to correct any errors.

- b. Taxes. Client is responsible for all taxes deriving from this Agreement, except for taxes on Huddle Up's income, unless Client provides a state tax exemption certificate. If Client does not submit a tax exemption certificate to Huddle Up, Client may be invoiced for any applicable taxes.

6. Professional Liability. Huddle Up maintains professional liability insurance and will provide its most recent Certificate of Insurance (CoI) and/or name the Client as an additional insured within the Policy upon request.

7. Limitation of Liability.

- a. General. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. UNDER NO CIRCUMSTANCES WILL Huddle Up BE LIABLE TO CLIENT FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY CLIENT TO Huddle Up IN THE LAST TWELVE (12) MONTHS FOR THE SERVICES PROVIDED UNDER THE APPLICABLE INCORPORATED DOCUMENT (WHETHER THE LIABILITY ARISES FROM THERAPY SERVICES OR OTHERWISE).
- b. Force Majeure. A party is not liable under this Agreement for delay in performance or non-performance caused by events or conditions beyond the party's reasonable control, including acts of God, fire, war, terrorism, third party criminal acts, any law or governmental regulations, or labor dispute, and the period of performance will be deemed extended to reflect such delay as agreed by the parties.
- c. Timing of Actions. Prior to bringing any lawsuit or other claim, the parties shall first attempt to resolve any dispute related to this Agreement or the underlying Services by good faith mutual discussions lasting at least thirty (30) days. Neither party shall file a lawsuit or other claim for any matter related to this Agreement or the underlying Services more than twelve (12) months after the date the cause of action arose.

8. Workforce.

- a. Huddle Up will be responsible for maintaining proper licensure, credentialing and oversight of its licensed providers. Huddle Up reserves the right to assign or subcontract performance of some or all the Services to appropriately credentialed therapists who are not Huddle Up employees. Huddle Up will provide Client with evidence of all required licensure upon request.
- b. Relationship to Client. Client and Huddle Up agree the relationship of Huddle Up (together with its individual employees) to Client is strictly as an independent contractor. As between Client and Huddle Up, Huddle Up is responsible for the withholding and other



employment-related tax collection obligations for Huddle Up’s employees. Nothing contained in this Agreement shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

9. Monitoring and Evaluation; Limited Warranty.

- a. Huddle Up will cooperate with Client’s reasonable requests to monitor or evaluate Huddle Up’s performance of the Services.
- b. HUDDLE UP MAKES NO WARRANTIES EXCEPT FOR THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

10. Confidentiality; Intellectual Property.

- a. Huddle Up takes the confidentiality of students’ information seriously. When Huddle Up receives or creates student data, including “education records” as defined by regulations issued under the Family Educational Rights and Privacy Act (“FERPA”), Huddle Up will only use such information in support of providing or improving the Services and will not re-disclose personally identifiable information from such data to third parties in a manner not permitted by the criteria specified in Client’s standard privacy policy for education records (to the extent Client has provided Huddle Up with such policy and it applies to the Services), and will not otherwise use or disclose such data without first de-identifying it to remove any reasonable basis to identify Client or any student as the source. Huddle Up uses third-party software and cloud storage vendors to store electronic information in certain scenarios, and Client agrees the mere online storage or processing of student data is not a breach of this Section. Notwithstanding anything else in this Agreement to the contrary, Huddle Up shall be permitted to disclose confidential information to third parties as necessary in any and all instances where Huddle Up becomes aware of actual or threatened self-harm or violence by a student or other similarly emergent situations, as determined by Huddle Up in its professional discretion.
- b. Required Consents. Client represents that its provision of student data to Huddle Up, and Huddle Up’s use and disclosure of such data as described in paragraph (a) above, is permitted by Client’s privacy policy applicable to education records, including FERPA- and COPPA-required privacy notices to parents, and that Client has obtained and will maintain all parental consents and other disclosures required for Client to provide Huddle Up with, and for Huddle Up to use and disclose, such student data as provided in this Agreement. As a condition to Huddle Up providing the Services, Client agrees it will not change its privacy policies or agree to restrict or limit its ability to disclose student data in a manner that would interfere with Huddle Up’s ability to provide the Services, except as otherwise required by a change in applicable law or regulation.
- c. HIPAA. The parties acknowledge and agree that, in connection with performing the Services, Huddle Up and/or Client may be receiving “Protected Health Information” (as defined in 45 CFR §160.103). Each party agrees to maintain the confidentiality, privacy, and security of Protected Health Information to the extent required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and the regulations promulgated under HIPAA and HITECH, all as amended and in effect from time to time. Nothing in this Section is intended to or shall limit, restrict, or govern a party in its use or disclosure of Protected Health Information for treatment purposes or in any manner that is otherwise permitted or required under HIPAA, HITECH, or the regulations promulgated under HIPAA and HITECH, or other applicable law.
- d. References. Huddle Up may publicly announce the execution of this Agreement and offer Client as a reference and/or case study to its prospective Clients and other partners, as



well as use Client’s logos and other branding in Client lists, websites, and other materials advertising Client’s use of the Services.

- e. Intellectual Property. Huddle Up is and shall remain the sole and exclusive owner of:
 - i. any and all creative ideas, designs, developments, inventions, works of authorship, know-how, or work results (“Creations”) created by Huddle Up;
 - ii. any and all copyrights, patents, trademarks, design rights or registrations, trade secrets, confidential information, or similar intellectual property rights (“IP Rights”) owned by Huddle Up and
 - iii. any and all Creations and IP Rights created by or on behalf of Huddle Up as a result of or related to the Services performed hereunder (subsections (i)-(iii) collectively, “Huddle Up’s IP”). Huddle Up hereby grants Client a non-exclusive, royalty-free, non-sublicensable and non-transferable license under Huddle Up’s IP to the extent necessary to enable Client to use and receive the full benefit of the Services. No license to any of Huddle Up’s IP, implied or otherwise, is granted hereunder for any use beyond that necessary for Client to receive the benefit of the Services.

- f. Nondisclosure. All information disclosed by one Party (in such capacity, the “Disclosing Party”) to the other Party (in such capacity, the “Receiving Party) during the Term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written , graphic or electronic form, shall be deemed to be “Confidential Information.” Information will not be considered Confidential Information if the information is or was: (i) publicly available through no act or omission of the Receiving Party; (ii) in the Receiving Party’s lawful possession prior to disclosure by the Disclosing Party and not obtained either directly or indirectly from the Disclosing Party; (iii) lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or access to the Disclosing Party’s Confidential Information. The Parties agree, that during the Term and for a period of one year thereafter (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) after its termination, to hold each other’s Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees, subcontractors, or agents (collectively, “Representatives”) who are under a non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement, unless otherwise required to do so by law, regulation, or order of a court of law. Each Party shall remain responsible for any breaches of the Section by any such Parties’ Representatives.

11. Clinician Conversion. During the Term of this Agreement, Client may not, directly or indirectly, solicit, induce, hire, or attempt to hire any Huddle Up clinician that has provided Services at any point in time to the Client except in accordance with the terms set forth in this section. Client shall notify Huddle Up of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a “Converted Clinician”). Upon the date a Converted Clinician commences employment with Client (the “Conversion Effective Date”), the Client shall pay to Huddle Up as consideration for the introduction, a fee equal to the greater of (i) \$50,000 or (ii) 75% of the annualized, twelve-month fee for the Converted Clinician’s provision of Services, regardless of whether the Converted Clinician ultimately provided Services to Client through Huddle Up. This clause shall survive termination of this agreement for a period of twelve (12) additional months.



12. **Governing Law; Waiver of Jury Trial.** This Agreement will be governed by and construed in accordance with the laws of the state of Delaware. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13. **Notices.** Notices required or permitted by this Agreement must be written and given to the party at the address specified above by hand delivery, certified mail, return receipt requested, or overnight delivery.

14. **Severability.** If any term of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other term of this Agreement. Upon a determination that any term is invalid or unenforceable, the court shall modify this Agreement to affect the original intent of the parties as closely as possible to the greatest extent possible.

15. **Entire Agreement; Other.** This Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Agreement and shall supersede any prior agreements and discussions, whether written or oral. The content of this contract is to remain confidential except as may otherwise be required by law. This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Original signatures sent and received electronically (e.g., by email with PDF attached or by Digital Signature) are binding.

16. **Survival.** Sections 4, 5, and 7-15 will survive the expiration or termination of this Agreement.



Clinical Service Schedule

This Clinical Service Schedule ("Clinical Service Schedule") is incorporated and made part of the Master Services Agreement ("MSA") between Huddle Up and Client and lists the terms and conditions for Services. Capitalized terms not defined in this Clinical Service Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Clinical Service Schedule and the MSA, unless specifically referred herein, the MSA shall govern.

1. **Clinical Services.** This Clinical Services Schedule lists the terms and conditions of Services Client may purchase, which includes direct clinical therapy, indirect clinical services, IEP development, attendance to meetings, access to technology, and other services that Huddle Up deems appropriate to facilitate and support clinical care (collectively, "Clinical Services").
2. **Huddle Up Responsibilities**
 - a. Huddle Up will manage recruiting, licensing, and credentialing of professional therapist(s) for Clinical Services.
 - b. Huddle Up will assign a Client Success Manager to serve as the Client's primary point of contact.
 - c. Huddle Up will provide a copy of the fully executed Agreement, signed W-9, and certificate of insurance to Client upon request.
 - d. Maintain quality clinical standards through therapist oversight and education.
3. **Client Responsibilities**
 - a. Client agrees to provide and maintain a specially designated location(s) ("Site" or collectively "Sites") to which Huddle Up may deliver Clinical Services for the Client. The Site designated by the Client must have an area that is quiet, confidential, and relatively free of distraction. Client also agrees to provide an adult supervisor at the Site whenever Clinical Services are being delivered. Client must provide high speed internet connectivity when receiving Clinical Services at its Site. Individuals may access Huddle Up's platform from any device with internet connectivity. Client shall be responsible for student access and usage of equipment. Client agrees to use Huddle Up's platform and video conferencing provider. Client will provide a primary point of contact to Huddle Up for each Site.
 - b. Client shall designate a primary point of contact from its organization to ensure that Client's implementation tasks are completed in a timely manner and that implementation stays on schedule.
 - c. Client and its staff agree to reasonably cooperate and communicate with Huddle Up personnel and provide effective and timely decision making on matters regarding the Services and ensure Huddle Up has ready access to Client's staff, systems, and documentation systems when necessary. Additionally, Client shall (i) cooperate with Huddle Up in its performance of the Services and provide access to its premises, employees, and equipment as required to enable Huddle Up to provide the Services, (ii) comply with all applicable laws, and (iii) when on its premises, provide Huddle Up's staff and other representatives with a workplace with the same safeguards provided by Client to its own employees and contractors.
 - d. Client will notify Huddle Up upon execution of this Agreement if Client or its state require a therapist to obtain educator or other credentials that are separate from state licensure specific to the therapist's practice area.



- e. Finalized caseload details must be provided at least fourteen (14) days prior to the Service Start Date. Students with out-of-compliance documentation will be included in the caseload count and therapists will work with the district to make documentation compliant. Caseload details include but are not limited to, full student list, IEP minutes and frequency per student and supervision caseload (if applicable). This information will be used by Client and Huddle Up to ensure compliance and utilization of Services.
 - f. If specific assessments or evaluation materials are requested, Client agrees to provide such materials or reimburse Huddle Up for providing such materials. Client agrees to provide Huddle Up access to on-site testing materials. Client agrees to also provide Huddle Up, in the time and manner requested, without charge, access to and use of Client's software systems and databases for purposes of viewing and creating student records, therapy documentation, and other information related to the Services. If requested, Client will work with Huddle Up on providing bulk data access or fulfilling bulk data requests.
4. Fee and Payment Terms. Client shall pay all fees specified in the applicable Service Order for Clinical Services. Unless otherwise specified, all fees shall be due and payable net thirty (30) days from the date of invoice.
- a. Client will be responsible for any committed dollar amounts or associated dollar amounts for committed volumes specified in each Service Order regardless of caseloads, hours, or absences ("Committed Minimum"). If Client's fees are less than the Committed Minimum for a specific invoice period, Client will be responsible for paying the Committed Minimum. If Client exceeds the Committed Minimum for a specific invoice period, the additional units will be billed at the applicable add-on rates specified in each Service Order.
 - b. Under the per student model, Client will be subject to increased costs associated with the addition of students to its initially agreed upon caseload. This happens automatically when a student is added to the caseload. Caseloads will be shared with the Client monthly, who will be responsible for ensuring the caseload is up to date. Per student fees are based on caseload assumptions provided by the Client (major assumptions will be listed in each Service Order). If Client makes any changes to the caseload assumptions, Huddle Up may make a pricing adjustment to the per student fees. If Client requests Services not covered by per student pricing, Client acknowledges they may owe additional fees.
 - c. For per day rates, these applicable rates will be charged for any day that Huddle Up delivers Clinical Services and are inclusive of up to 7.5 hours per day. In the event that more than 7.5 hours are worked in a given day, the Client will be charged for the additional time at the equivalent hourly rate for excess or overage.
 - d. Client will be responsible for paying Huddle Up for all time spent providing Services. Each time entry will be billed to you in five-minute increments, rounding up or down to the nearest twelfth of an hour as mathematically applicable.
 - e. Client acknowledges that custom requests may be subject to additional charges.
 - f. Client agrees to reimburse Huddle Up for all necessary and reasonable travel expenses incurred in connection with the Services provided, including compensation for travel time and mileage reimbursed at the then-current IRS standard mileage rate.
 - g. Client agrees to reimburse Huddle Up for the costs associated with any educator or other credentials that are separate from state licensure specific to the therapist's practice area required by the Client.
 - h. If a cancellation or request to reschedule a scheduled session occurs less than 24-hours in advance, the session will count as completed, and Client will be charged the applicable full amount for the scheduled session. If a student doesn't show up to a scheduled session within 5 minutes of



the scheduled time, the session will be marked as a no show and Client will be charged the applicable full amount for the scheduled session.

- i. Service will begin on or around the Service Start Date designated in each Service Order. Implementation starts immediately following the signing of the Agreement, and both parties will work together in good faith to complete implementation as soon as possible. If, in Huddle Up's sole discretion, Client is not ready by the Service Start Date or if Client causes Services to be delayed, Huddle Up is entitled to full payment in accordance with the signed Agreement, and Client will not be entitled to compensatory Services for the time period following the Service Start Date during which Client was not ready to implement the Services or where Client causes Services to be delayed. If Huddle Up, in its sole discretion, is not ready to start on the Service Start Date or causes services to be delayed, the Client has one week to elect in writing one of the following options: 1) compensatory time be provided to assigned students or 2) Huddle Up calculates a prorated credit that will be applied to future orders. If the Client elects compensatory time in writing, Huddle Up cannot guarantee the same clinician or schedule availability to provide compensatory time. However, Huddle Up will work to provide compensatory services to assigned students in a reasonable time frame and in coordination with the Client.

Coversheet

Wired Technology Partners

Section: IV. Approvals
Item: I. Wired Technology Partners
Purpose: Vote
Submitted by:
Related Material: Wired Bid (1).pdf

E-Rate Proposal

Memphis Merit FY26

Wired Technology Partners

SPIN: 143032937

11221 Richardson Dr., North Little Rock, AR, 72113 877-957-0780

Tax ID: 81-5084124

Everett Ellis, CEO, everett.ellis@wiredtech.com



wiredtech.com



E-RATE QUOTE

WIRED! Technology Partners
SPIN: 143032937

11221 Richardson Drive | North Little Rock, AR 72113
 (877) 957-0780 | sales@wiredtech.com | www.wiredtech.com




QUOTED TO

Memphis Merit Academy
 4075 American Way
 Memphis, TN 38118-8302
 United States

(901) 240-1009

Quote #	AAAQ14682
Date	Jan 20, 2026
Exp Date	Feb 28, 2026
Terms	Due Upon Receipt
Ticket #	775149
Description	eRate NET FY26

This quote is valid for a period of 30 days. The balance of hardware and software is due when the order is placed. The remaining balance is due upon completion. WIRED Technology Partners thanks you for the opportunity to provide this quote and looks forward to serving you.

Mfg. P/N	Description	Qty	Unit Price	Total Price
C1300-48FP-4X	Cisco Catalyst C1300-48FP-4X Ethernet Switch - 48 Ports - Manageable - Gigabit Ethernet, 10 Gigabit Ethernet - 10/100/1000Base-T, 10GBase-X - 3 Layer Supported - 4 SFP Slots - 886.42 W Power Consumption - 740 W PoE Budget - Twisted Pair, Optical Fiber - PoE Ports - Rack-mountable 	1	\$1,878.47	\$1,878.47
SFP10GSRST	StarTech.com Cisco SFP-10G-SR Compatible SFP+ Module - 10GBASE-SR - 10GE Gigabit Ethernet SFP+ 10GbE Multimode Fiber MMF Optic Transceiver - Cisco SFP-10G-SR Compatible SFP+ - 10GBASE-SR 10 Gbps - 10GbE Module - 10GE Gigabit Ethernet SFP+ 850nm - Multi Mode (MMF) Transceiver - 300m (984ft) - LC Connector DDM - Hot-Swappable & MSA Compliant - Lifetime Warranty 	2	\$80.30	\$160.60
SMART1500RM2UN	Eaton Tripp Lite Series SmartPro 120V 1.5kVA 1.35kW Line-Interactive Sine Wave UPS, 2U Rack/Tower, WEBCARDLX Network Interface, LCD, USB, 8 Outlets - 1500 VA/1350 W - 120 V AC - 4.50 Minute Stand-by Time - 2U Tower/Rack Mountable - 8 x NEMA 5-15R 	1	\$1,436.88	\$1,436.88
263-LCLC/1MM	VC 1M OM3 Multimode Duplex PC Polish LC-LC	1	\$10.75	\$10.75

Terms:

- WIRED Technology Partners (E08-009) extends Manufacturer warranties on all products and 90 days on labor.
- All changes to this quotation/contract must be in writing and signed by an authorized representative of WIRED! to be effective.
- All estimates of installation and delivery time are estimates only.
- Customer must notify WIRED! Technology Partners within seven business days of any defect in installation.
- Customer agrees to provide WIRED! Technology Partners with a final punch list within seven business days of installation.
- Any seal broken on any product automatically voids WIRED! Technology Partners and Manufacturer Warranty.
- All payments must be made by company check payable to WIRED Technology Partners.
- The invoice total reflects a cash/check discount of 3.5%. Discounts will be removed for payments made by credit card.

Subtotal	\$3,486.70
Sales Tax	\$0.00
Total	\$3,486.70

To accept this quotation, sign here and return:

I authorize the approval of this quote based on the funding commitment decision by USAC for this FRN.

SERVICE PROVIDER QUALIFICATION FORM

Information about the Vendor

Company Name	WIRED! Technology Partners
E-rate SPIN	143032937
Years in Business	34
Number of years providing solutions similar to this proposal	20
Contact Person/Title	Everett Ellis
Full Mailing Address	11221 Richardson Dr. N. Little Rock, AR 72113
Telephone Number	(877) 957-0780
E-Mail Address	everett.ellis@wiredtech.com
Names and titles of personnel who will work on this project	Everett Ellis, CEO Victor Buie, Lead Network Engineer Tyler Holmes, Project Foreman

References – 3 required

School/District Name	KIPP Chicago
Contact Person	Michael Solmonowicz
Phone Number	(312) 733-8108
E-mail Address	msalmonowicz@kippchicago.org
Dates Services Provided	2018 - Present
Description of Services Provided	Cabling, Network, Server, Managed Services
School/District Name	KIPP Oklahoma
Contact Person	Mayra Burke
Phone Number	(918) 833-8822
E-mail Address	mburke@kippok.org
Dates Services Provided	2016 - Present

Description of Services Provided	Cabling, Network, Server, Managed Services
School/District Name	Central Arkansas Christian Schools
Contact Person	Karen Sullivan
Phone Number	(501) 758-3160
E-mail Address	ksullivan@cacmustangs.org
Dates Services Provided	2009 - Present
Description of Services Provided	Cabling, Network, Server, Managed Services

Technical Competencies – Please list technical certifications

1. MCSP, CCNP, CCNA, Commscope SP3801

Reseller Authorizations – Please list reseller authorizations

1. Cisco, Dell, HP, Microsoft, Ruckus, APC, Tripp Lite, Corning, Google

Memphis Merit Academy – Form 470# 260014050

Appendix A

Network Equipment				
Description	Manufacturer	Model	Per Unit Cost	Per Unit Installation Cost
Switch	Cisco	C1300-48FP-4X	\$1,878.47	\$1,878.47
Switch License	NOT NEEDED			
Transceiver	StarTech	SFP10GSRST	\$80.30	\$80.30
UPS	Eaton Tripp Lite	SMART1500RM2UN	\$1,436.88	\$1,436.88
Patch Cable	Vertical Cable	263-LCLC/1MM	\$10.75	\$10.75

Appendix B

Certification Statements

Two points (for a total possible of 10 points) will be awarded on the scoring rubric for each statement that is agreed to by the vendor. Designate agreement with initials.

- Bidder includes documentation for all required certifications and authorizations.
- Bidder provided a minimum of three (3) K-12 client references for projects of similar size and complexity.
- Bidder has successfully and accurately priced equipment and services utilizing the provided pricing charts.
- Bidder has complied with all requirements regarding the responsibility within this RFP.
- Bidder has properly signed and completed the bidder's proposal form in its entirety.

Wired Technology Partners


Service Provider Name

everett.ellis@wiredtech.com

Contact E-Mail

Everett Ellis

Contact Name



Contact Signature

Coversheet

ALL Memphis OG Training

Section: IV. Approvals
Item: J. ALL Memphis OG Training
Purpose: Vote
Submitted by:
Related Material: Memphis Merit Academy Training Agreement _May 2026.pdf

PROFESSIONAL TRAINING AGREEMENT

This Professional Training Agreement ("Agreement") is made and entered into as of May 19, 2026, by and between:

ALLMemphis, Inc., a Tennessee nonprofit organization with a principal place of business at 1350 Concourse Avenue, Suite 434, Memphis, TN 38104 ("Provider"); and

Memphis Merit Academy, a Tennessee educational institution with a principal place of business at 4075 American Way, Memphis, TN 38118 ("School").

1. Purpose Provider agrees to deliver professional training in the science of reading to 22 (twenty-two) educators from School. The training is designed to enhance teachers' understanding and application of evidence-based literacy instruction strategies.

2. Scope of Services Provider shall deliver the following services:

- Professional training sessions on the Orton Gillingham approach and the science of reading, including foundational literacy skills, phonemic awareness, phonics, fluency, vocabulary, and comprehension.
- Training materials and resources for participants.
- Assessment of training effectiveness through surveys and feedback.

3. Training Schedule The training will be conducted on the following dates: July 21 to 24, plus July 27, 8:30-4:30. Sessions will be held at 4075 American Way, Memphis, TN 38118 as agreed upon by both parties.

4. Compensation In consideration of the services provided, School agrees to compensate Provider as follows:

- Total fee: \$24,750 (22 x \$1,250 less 10% discount)
- Payment schedule: 25% deposit (\$6,187.50) due upon contract execution, balance (\$18,562.50) due upon completion of training.
- Payment method: Check, electronic transfer, or as otherwise agreed upon by both parties.

5. Responsibilities of the Parties

- **Provider** shall ensure trainers are qualified and will provide necessary training materials.
- **School** shall ensure educator participation, provide necessary facilities (if in-person at School), and distribute any required pre-training materials to participants.

6. Confidentiality Both parties agree to maintain the confidentiality of proprietary information shared during the training.

7. Termination Either party may terminate this Agreement with 30 days' written notice. In the event of termination, School shall compensate Provider for services rendered up to the termination date. Deposit is nonrefundable.

8. Indemnification Each party agrees to indemnify and hold the other harmless from any claims, liabilities, or damages arising from its own actions or negligence.

9. Governing Law This Agreement shall be governed by the laws of the State of Tennessee.

10. Entire Agreement This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ALLMemphis, Inc

Memphis Merit Academy

By: Howard Lothrop

By: _____

Name: Howard Lothrop

Name: Lakeena Booker

Title: Director of Operations

Title: Executive Director

Date: 2026-05-19

Date: _____

Coversheet

Student Chromebooks

Section: IV. Approvals
Item: K. Student Chromebooks
Purpose: Vote
Submitted by:
Related Material: AAAQ14990_QuoteValet_2026-04-15T18-37.16Z.pdf



PROPOSAL

11221 Richardson Drive | North Little Rock, AR 72113
 (877) 957-0780 | sales@wiredtech.com | www.wiredtech.com


QUOTED TO

Memphis Merit Academy
 4075 American Way
 Memphis, TN 38118-8302
 United States

(901) 240-1009

Proposal #	AAAQ14990
Date	Apr 15, 2026
Exp Date	Apr 30, 2026
Terms	Due Upon Receipt
Ticket #	789393
Description	Student CBs
PO#	

This proposal is valid for a period of 30 days. The balance for hardware and software is due upon order placement. Travel expenses are not included as part of this proposal and will be invoiced separately. The remaining balance is due upon completion. No refunds or exchanges will be accepted on special order items. Wired Technology Partners thanks you for the opportunity to provide this proposal and looks forward to serving you.

Description	Qty	Unit Price	Total Price
LENOVO CHROMEBOOK 100E GEN 5 M89, MEDIATEK KOMPANIO 540 (2.00GHZ, 1MB), 11.6 HD 	75	\$356.06	\$26,704.50
White Glove enrollment	75	\$0.00	\$0.00
Green Shipping	75	\$0.00	\$0.00
Google Chrome - License - 1 License - Academic	75	\$34.74	\$2,605.50

Terms:

1. Wired Technology Partners (E08-009) extends Manufacturer warranties on all products and 90 days on labor.
2. All changes to this proposal/contract must be in writing and signed by an authorized representative of Wired to be effective.
3. All estimates of installation and delivery time are estimates only.
4. Customer must notify Wired Technology Partners within seven business days of any defect in installation.
5. Customer agrees to provide Wired Technology Partners with a final punch list within seven business days of installation.
6. Any seal broken on any product automatically voids the Wired Technology Partners and Manufacturer Warranty.
7. All payments must be made by company check payable to Wired Technology Partners.
8. The invoice total reflects a cash/check discount of 3.5%. Discounts will be removed for payments made by credit card.

Subtotal	\$29,310.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$29,310.00

To accept this quotation, sign here and return:

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

Coversheet

STEMscopes - Update

Section: IV. Approvals
Item: L. STEMscopes - Update
Purpose: Vote
Submitted by:
Related Material: STEMscopes TN Science G3-8 D First 1Y_V5 (1).pdf



Accelerate Learning Inc.

STEMscopes Quote

Quote 00140304
 Account Name Memphis Merit Academy
 Shipping Address 4075 American Way
 Memphis, Tennessee 38118-8302
 United States
 Contact Name Lakenna Booker
 Email lbooker@memphismeritacademy.org

MAIL PO & CHECKS TO:
 TENNESSEE BOOK COMPANY
 1550 Heil Quaker Blvd.
 PO Box 3009
 LaVergne, TN 37086-1989
 Phone: (615) 793-5040 or (800) 456-0418
 Fax: (615) 213-9545
 Website: www.tennesseebok.com
 Email: pam.smith@ingramcontent.com or
 susanne.booker@ingramcontent.com
 or precious.wade@ingramcontent.com

Created Date 5/18/2026
 Prepared By Joseph Dixon

Start Date 6/12/2026

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Grade	Quantity	Years	Sales Price	Total Price
STEMSCOPES SCIENCE TENNESSEE - GRADE 3 (1-YEAR ONLINE SUBSCRIPTION)	979-8-89353-642-3	3	70.00	1 Year	\$11.85	\$829.50
STEMSCOPES SCIENCE TENNESSEE - GRADE 3 STEMSCOPEDIA	979-8-89353-786-4	3	30.00	1 Year	\$16.15	\$484.50
STEMSCOPES SCIENCE TENNESSEE - GRADE 3 HANDS-ON KIT	979-8-89353-801-4	3	1.00	1 Year	\$1,749.75	\$1,749.75
STEMSCOPES SCIENCE TENNESSEE - GRADE 3 CONSUMABLE KIT	979-8-89353-810-6	3	1.00	1 Year	\$907.35	\$907.35
STEMSCOPES SCIENCE TENNESSEE - GRADE 4 (1-YEAR ONLINE SUBSCRIPTION)	979-8-89353-648-5	4	70.00	1 Year	\$11.85	\$829.50
STEMSCOPES SCIENCE TENNESSEE - GRADE 4 STEMSCOPEDIA	979-8-89353-788-8	4	30.00	1 Year	\$16.15	\$484.50
STEMSCOPES SCIENCE TENNESSEE - GRADE 4 HANDS-ON KIT	979-8-89353-802-1	4	1.00	1 Year	\$2,030.55	\$2,030.55
STEMSCOPES SCIENCE TENNESSEE - GRADE 4 CONSUMABLE KIT	979-8-89353-811-3	4	1.00	1 Year	\$907.35	\$907.35
STEMSCOPES SCIENCE TENNESSEE - GRADE 5 (1-YEAR ONLINE SUBSCRIPTION)	979-8-89353-654-6	5	70.00	1 Year	\$11.85	\$829.50
STEMSCOPES SCIENCE TENNESSEE - GRADE 5 STEMSCOPEDIA	979-8-89353-790-1	5	30.00	1 Year	\$16.15	\$484.50
STEMSCOPES SCIENCE TENNESSEE - GRADE 5 HANDS-ON KIT	979-8-89353-803-8	5	1.00	1 Year	\$2,451.75	\$2,451.75
STEMSCOPES SCIENCE TENNESSEE - GRADE 5 CONSUMABLE KIT	979-8-89353-812-0	5	1.00	1 Year	\$907.35	\$907.35
STEMSCOPES SCIENCE TENNESSEE - GRADE 6 (1-YEAR ONLINE SUBSCRIPTION)	979-8-89353-660-7	6	70.00	1 Year	\$11.85	\$829.50
STEMSCOPES SCIENCE TENNESSEE - GRADE 6 STEMSCOPEDIA	979-8-89353-792-5	6	30.00	1 Year	\$19.40	\$582.00



Accelerate Learning Inc.

STEMscopes Quote

STEMSCOPES SCIENCE TENNESSEE - GRADE 6 HANDS-ON KIT	979-8-89353-804-5	6	1.00	1 Year	\$2,592.15	\$2,592.15
STEMSCOPES SCIENCE TENNESSEE - GRADE 6 CONSUMABLE KIT	979-8-89353-813-7	6	1.00	1 Year	\$1,047.75	\$1,047.75
STEMSCOPES SCIENCE TENNESSEE - GRADE 7 (1-YEAR ONLINE SUBSCRIPTION)	979-8-89353-666-9	7	70.00	1 Year	\$11.85	\$829.50
STEMSCOPES SCIENCE TENNESSEE - GRADE 7 STEMSCOPEDIA	979-8-89353-794-9	7	30.00	1 Year	\$19.40	\$582.00
STEMSCOPES SCIENCE TENNESSEE - GRADE 7 HANDS-ON KIT	979-8-89353-805-2	7	1.00	1 Year	\$2,592.15	\$2,592.15
STEMSCOPES SCIENCE TENNESSEE - GRADE 7 CONSUMABLE KIT	979-8-89353-814-4	7	1.00	1 Year	\$1,047.75	\$1,047.75
STEMSCOPES SCIENCE TENNESSEE - GRADE 8 (1-YEAR ONLINE SUBSCRIPTION)	979-8-89353-672-0	8	50.00	1 Year	\$11.85	\$592.50
STEMSCOPES SCIENCE TENNESSEE - GRADE 8 STEMSCOPEDIA	979-8-89353-796-3	8	30.00	1 Year	\$19.40	\$582.00
STEMSCOPES SCIENCE TENNESSEE - GRADE 8 HANDS-ON KIT	979-8-89353-806-9	8	1.00	1 Year	\$2,592.15	\$2,592.15
STEMSCOPES SCIENCE TENNESSEE - GRADE 8 CONSUMABLE KIT	979-8-89353-815-1	8	1.00	1 Year	\$1,047.75	\$1,047.75
PD Face to Face Science: LEGACY Professional Learning Session (Full Day)	979-8-33080-533-4	K-12	1.00	1 Year	\$3,000.00	\$3,000.00
STEMscopes Science Adoption Virtual PD Package	979-8-33080-524-2	K-12	1.00	1 Year	\$0.00	\$0.00

**This is a shipping estimate. Actual shipping charges will be billed to you directly from the depository.

Subtotal	\$30,813.30
Shipping	\$1,845.86
Order Total	\$32,659.16

State laws require that we collect sales tax based on where our physical products are shipped to or used. If you wish to claim tax exemption we must have a Tax Exemption Certificate on file for you. Please submit your Tax Exemption Certificate by visiting [STEMscopes.com/contact](https://www.stemscopes.com/contact) so that we can update your account accordingly. If you are not tax-exempt and are not claiming tax exemption, please disregard this notice. Should you have any questions or concerns, please contact us.



Accelerate Learning Inc.

STEMscopes Quote

Customer License Terms & Conditions

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes and/or Study Edge, Inc. /Math Nation (separately and collectively, "ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. For the purposes of these Terms, ALI, STEMscopes, Study Edge, Inc. and Math Nation may be used interchangeably and refer to Accelerate Learning, Inc. d/b/a STEMscopes. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer.

LICENSE AND PERMITTED USE: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related systems or networks.

OWNERSHIP: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

PRODUCT RETURNS/EXCHANGES: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor. There are no refunds for or returns of undamaged kit or print materials.

USER INFORMATION: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("Aggregated Data"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

LIABILITY AND DISCLAIMER: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

TERM: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.

PROFESSIONAL LEARNING: All professional learning sessions must have a delivery date scheduled with our professional learning department within 60 days of purchase. The actual delivery of the professional learning sessions should occur within 6 months of purchase unless part of a multi-year plan. All professional learning sessions left unscheduled after 60 days of purchase will be converted to a recorded webinar session and payment in full will be expected. All professional learning recordings will be available for 60 days after delivery. After 60 days, they will no longer be active.

Coversheet

McGraw Hill - SS, Music, & Spanish

Section: IV. Approvals
Item: M. McGraw Hill - SS, Music, & Spanish
Purpose: Vote
Submitted by:
Related Material: Memphis Merit Academy TN SS, Asi se Dice, PD 5.15.26.pdf



Because learning changes everything.®

QUOTE PREPARED FOR:

MEMPHIS MERIT ACADEMY
 4075 American Way
 MEMPHIS, TN 38118
 ACCOUNT NUMBER: 13626731

SUBSCRIPTION/DIGITAL CONTACT:

Tasia Mitchum
 tmitchum@memphismeritacademy.org

CONTACT:

Tasia Mitchum
 tmitchum@memphismeritacademy.org

SALES REP INFORMATION:

Jaclyn Johnson
 jaclyn.johnson@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Tennessee World History and Geography: Ancient Civilizations © 2020 - Grade 6	\$8,562.00	(\$462.00)	\$8,100.00
Tennessee World History and Geography: The Middle Ages to the 1700's © 2020 - Grade 7	\$2,472.00	(\$462.00)	\$2,010.00
Tennessee United States History and Geography: Colonization to Reconstruction © 2020 - Grade 8	\$7,497.00	(\$462.00)	\$7,035.00
¡Así se dice! Level 1 © 2024	\$3,612.21	(\$132.51)	\$3,479.70
Professional Development	\$5,000.00	\$0.00	\$5,000.00
PRODUCT TOTAL*	\$27,143.21	(\$1,518.51)	\$25,624.70
ESTIMATED S&H**			\$1,649.98
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$27,274.68

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
 Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 05/15/2026

ACCOUNT NAME: MEMPHIS MERIT ACADEMY

EXPIRATION DATE: 08/13/2026

QUOTE NUMBER: SSAMA99-05152026021826-001

ACCOUNT #: 13626731

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Tennessee World History and Geography: Ancient Civilizations © 2020 - Grade 6					
WRLD HIST & GEOG ANCNT CVLZTNS G6 TN CMPRHNSV DIG & PRNT STDNT 1YR BNDL	978-0-07-691189-9	80	\$101.25	\$0.00	\$8,100.00
WORLD HISTORY & GEOGRAPHY ANCIENT CIVILIZATIONS G6 TENNESSEE TEACHER EDITION	978-0-07-691221-6	2	\$120.00	\$240.00	*Free Materials
WRLD HIST & GEOG ANCIENT CIVILIZATIONS G6 TENNESSEE CHAPTER TESTS&LESSON QUIZZES	978-0-07-691226-1	2	\$24.00	\$48.00	*Free Materials
WRLD HIST & GEOG ANCNT CVLZTNS G6 TENNESSEE ONLINE TEACHER EDITION 1YR SUBSC	978-0-07-691241-4	2	\$87.00	\$174.00	*Free Materials
Tennessee World History and Geography: Ancient Civilizations © 2020 - Grade 6 Subtotal:				\$462.00	\$8,100.00

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ACCOUNT #: 13626731

PAGE #: 2



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Tennessee World History and Geography: The Middle Ages to the 1700's © 2020 - Grade 7					
WRLD HIST&GEOG MIDDLE AGES TO THE 1700'S G7 TN CMPRHNSV DIG&PRNT STDNT 1YRBDL	978-0-07-691205-6	20	\$100.50	\$0.00	\$2,010.00
WRLD HIST & GEOGRAPHY THE MIDDLE AGES TO THE 1700'S G7 TENNESSEE TEACHER EDITION	978-0-07-691229-2	2	\$120.00	\$240.00	*Free Materials
WRLD HIST & GEOG THE MIDDLE AGES TO THE 1700'S G7 TN CHPTR TSTS&LESSON QUIZZES	978-0-07-691235-3	2	\$24.00	\$48.00	*Free Materials
WRLD HIST & GEOG THE MIDDLE AGES TO THE 1700'S G7 TN ONLINE TEACHER ED 1YR SUBSC	978-0-07-691239-1	2	\$87.00	\$174.00	*Free Materials
Tennessee World History and Geography: The Middle Ages to the 1700's © 2020 - Grade 7 Subtotal:				\$462.00	\$2,010.00
Tennessee United States History and Geography: Colonization to Reconstruction © 2020 - Grade 8					
US HIST & GEOG CLNZTN RCNSTRCTN G8 TN COMPREHENSIVE DGTL & PRNT SE 1YR BUNDLE	978-0-07-691244-5	70	\$100.50	\$0.00	\$7,035.00
US HIST & GEOG COLONIZATION TO RECONSTRUCTION G8 TENNESSEE TEACHER'S EDITION	978-0-07-691259-9	2	\$120.00	\$240.00	*Free Materials
US HIST & GEOG COLONIZATION TO RECONSTRUCTION G8 TN CHAPTER TESTS&LESSON QUIZZES	978-0-07-691266-7	2	\$24.00	\$48.00	*Free Materials
US HIST & GEOG COLONIZATION TO RECONSTRUCTION G8 TN ONLINE TCHR ED 1 YEAR SUBSC	978-0-07-691270-4	2	\$87.00	\$174.00	*Free Materials
Tennessee United States History and Geography: Colonization to Reconstruction © 2020 - Grade 8 Subtotal:				\$462.00	\$7,035.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
 Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 05/15/2026 ACCOUNT NAME: MEMPHIS MERIT ACADEMY EXPIRATION DATE:08/13/2026
 QUOTE NUMBER: SSAMA99-05152026021826-001 ACCOUNT #: 13626731 PAGE #: 3



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
¡Así se dice! Level 1 © 2024					
ASI SE DICE LEVEL 1 STUDENT EDITION	978-1-26-515958-0	35	\$99.42	\$0.00	\$3,479.70
ASI SE DICE LEVEL 1 TEACHER EDITION	978-1-26-516344-0	1	\$132.51	\$132.51	*Free Materials
¡Así se dice! Level 1 © 2024 Subtotal:				\$132.51	\$3,479.70
Professional Development					
PROF LRN ONLINE TRAINING 2 HOUR SESSION GRADES 6-12 SOCIAL STUDIES	978-1-26-422117-2	1	\$1,500.00	\$0.00	\$1,500.00
PROFESSIONAL LEARNING ONSITE DAY 6-12 SOCIAL STUDIES	978-1-26-422119-6	1	\$3,500.00	\$0.00	\$3,500.00
Professional Development Subtotal:				\$0.00	\$5,000.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |

Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 05/15/2026

ACCOUNT NAME: MEMPHIS MERIT ACADEMY

EXPIRATION DATE: 08/13/2026

QUOTE NUMBER: SSAMA99-05152026021826-001

ACCOUNT #: 13626731

PAGE #: 4



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QUOTE PREPARED FOR:

MEMPHIS MERIT ACADEMY
 4075 American Way
 MEMPHIS, TN 38118
 ACCOUNT NUMBER: 13626731

CONTACT:

Tasia Mitchum
 tmitchum@memphismeritacademy.org

VALUE OF ALL MATERIALS	\$27,143.21
FREE MATERIALS	(\$1,518.51)
PRODUCT TOTAL*	\$25,624.70
ESTIMATED SHIPPING & HANDLING**	\$1,649.98
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$27,274.68

SUBSCRIPTION/DIGITAL CONTACT:

Tasia Mitchum
 tmitchum@memphismeritacademy.org

Comments:

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

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[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

 Name of School Official (Please Print)

 Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |
 Email: orders_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 05/15/2026 ACCOUNT NAME: MEMPHIS MERIT ACADEMY EXPIRATION DATE: 08/13/2026
 QUOTE NUMBER: SSAMA99-05152026021826-001 ACCOUNT #: 13626731 PAGE #: 5

Coversheet

Band Contract

Section: IV. Approvals
Item: N. Band Contract
Purpose: Vote
Submitted by:
Related Material: Band Contract (MMA & Christopher Douglas) .pdf

MIDDLE SCHOOL BAND PROGRAM SERVICES AGREEMENT

This Middle School Band Program Services Agreement (“Agreement”) is entered into by and between Memphis Merit Academy Charter School (“School”) and Christopher Douglas (“Contractor”).

1. PURPOSE & PROGRAM GOALS

The purpose of this Agreement is to establish the terms under which Contractor will provide middle school band instruction, program development, rehearsals, summer band camp, and related music education services for Memphis Merit Academy Charter School.

The overall goal of the band program is to develop a structured and sustainable music program that prepares scholars for long-term musical success through:

- Building foundational music literacy skills, including the ability to read and interpret music independently.
- Developing proper instrumental technique, tone production, rhythm, posture, and performance fundamentals.
- Preparing students for consistent band performances throughout the school year, including school-based and community performances.
- Establishing student discipline, teamwork, accountability, and rehearsal etiquette through ensemble participation.
- Creating a strong beginner-to-intermediate pipeline that prepares scholars for high school band readiness and continued participation in advanced music programs.
- Providing equitable access to high-quality music instruction and performance opportunities for all participating scholars.
- Supporting the development of school culture, confidence, leadership, and student engagement through music education.

2. TERM OF AGREEMENT

This Agreement shall begin on July 1, 2026, and remain in effect for the duration of the 2026–2027 school year unless terminated in accordance with the terms outlined herein.

3. SUMMER BAND CAMP & PREPARATION REQUIREMENTS

A. Mandatory Leadership Training

Contractor shall attend a mandatory onboarding and training session with School leadership on July 13, 2026, from 10:00 AM – 12:00 PM.

B. Summer Band Camp

Contractor shall begin summer band camp for scholars beginning July 15, 2026.

- Schedule: Monday through Friday
- Time: 3:00 PM – 5:30 PM daily
- Purpose:
 - Student onboarding
 - Instrument selection and introduction
 - Fundamental skill development
 - Music literacy instruction
 - Establishment of rehearsal procedures, culture, and expectations
 - Early ensemble preparation

C. Pre-Camp Coordination Expectations

Prior to July 15, 2026, Contractor shall:

- Coordinate instrument and supply purchases in collaboration with School leadership.
- Assist with identification of instrument needs for the band program.
- Communicate with families regarding camp expectations, schedules, participation requirements, and instrument needs.
- Ensure all communication aligns with School communication expectations and approval processes when applicable.

4. SCOPE OF SERVICES

A. School-Day Instruction

Contractor agrees to provide middle school band instruction for scholars in grades 6th–8th.

- Instructional Schedule:
 - Monday through Friday
 - Approximately 9:50 AM – 10:50 AM

Instruction will include:

- Music literacy
- Instrument fundamentals
- Ensemble rehearsal
- Performance preparation
- Beginner and intermediate skill development

B. Afterschool Rehearsals & Program Development

Contractor agrees to provide afterschool rehearsals and sectional instruction for scholars in grades 5th–8th.

- Afterschool Schedule:
 - Monday through Thursday
 - Approximately 3:15 PM – 5:00 PM
 - Fridays as needed by mutual agreement

Practice schedules and instructional groupings may be adjusted based on enrollment, school events, performances, and program needs.

C. Collaborative Program Support

Contractor will:

- Work collaboratively with the current music teacher and school leadership to support alignment of instruction and program goals.
- Assist the School in identifying instrument needs and recommendations to support the growth and sustainability of the band program.
- Support development of systems related to instrument inventory, student assignment, and accountability.
- Provide guidance regarding instrument procurement and program expansion.

D. Student & Family Interaction Expectations

Contractor agrees to maintain professional interactions with students and families that align with Memphis Merit Academy Charter School policies, culture expectations, and family handbook guidelines.

Contractor shall:

- Maintain respectful, professional, and appropriate communication with all students and families.
- Support positive school culture and student accountability.
- Adhere to all school policies regarding student supervision, communication boundaries, confidentiality, and conduct.
- Follow all directives related to scholar safety, mandatory reporting, and professional ethics.

5. BACKGROUND CHECK REQUIREMENTS

Contractor agrees to complete all required background checks and compliance requirements prior to beginning services.

In addition:

- Any individual, volunteer, assistant, contractor, or support personnel working with or under Contractor in connection with the band program must successfully complete all School-required background checks and approvals prior to interacting with students.
- Contractor shall not permit unauthorized individuals to supervise or interact with students.

6. COMPENSATION

In consideration for services rendered under this Agreement, the School agrees to compensate Contractor in the total amount of Thirty Thousand Dollars (\$30,000.00).

A. Payment Schedule

Compensation shall be paid in equal monthly installments beginning July 30, 2026, and concluding May 30, 2027.

B. Net 30 Terms

All invoices submitted by Contractor shall be paid pursuant to Net 30 terms, meaning payment will be issued within thirty (30) calendar days of receipt of invoice.

7. INDEPENDENT CONTRACTOR STATUS

Contractor shall serve as an independent contractor and not as an employee of the School. Contractor shall be responsible for all taxes, insurance, and obligations associated with independent contractor status.

8. PERFORMANCE EXPECTATIONS

Contractor agrees to:

- Maintain professional conduct at all times.
- Support the mission and culture of Memphis Merit Academy Charter School.
- Coordinate performances and rehearsals in partnership with school administration.
- Provide consistent instructional support and communication regarding student progress and program development.
- Supervise students appropriately during all rehearsals, camps, performances, and activities.

9. RENEWAL & RENEGOTIATION

At the conclusion of the 2026–2027 school year, continuation of services shall be subject to review and renegotiation based upon:

- Quality of services provided
- Program growth and development
- Student participation and outcomes
- School needs and budget considerations
- Overall partnership effectiveness

10. TERMINATION

Either party may terminate this Agreement with thirty (30) days written notice. Both parties agree to work collaboratively to ensure an orderly transition of services if termination occurs.

11. ENTIRE AGREEMENT

This Agreement constitutes the full understanding between the parties and supersedes all prior discussions or proposals related to these services.

AGREED AND ACCEPTED:

MEMPHIS MERIT ACADEMY CHARTER SCHOOL

Authorized Representative

Date: _____

CHRISTOPHER DOUGLAS

Date: _____

Coversheet

MMARE Financials - KAMI

Section: VI. Other Business
Item: B. MMARE Financials - KAMI
Purpose: Discuss
Submitted by:
Related Material: APR2026 MMARE Financial Package.pdf
MMARE April 2026 Monthly Report (1).xlsx



Monthly Financial Report

Memphis Merit Academy Real Estate
For the period ended April 30, 2026

Prepared by
KAMFi, PLLC

Prepared on
May 12, 2026

For management use only

For management use only

Table of Contents

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YTD Statement of Activity	7
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MMARE AR Aging Report	11
Statement of Cash Flows.....	12
Journal	13

MMARE Monthly Call Notes

April 2026 Month-End Close

- Working with Finance Director to identify one of the MLGW accounts listed as vacant. It is about \$1,800/month which is inflating the YTD occupancy utilities. *(This note is a carryover from March that is still in need of resolution.)*
- Repairs and maintenance cost is for painting done at MMA.
- Since MMA is a related party that is prepaying rent, it was intentionally excluded from the AR aging report.

Statement of Activity

April 2026

	Apr 2026	Mar 2026 (PP)	Total Apr 2025 (PY)
REVENUE			
CAM Income	4,848.95	4,848.95	7,306.69
Insurance Income			199.32
Rent Income	104,365.87	113,131.37	85,891.97
Sign Income			197.15
Total Revenue	109,214.82	117,980.32	93,595.13
GROSS PROFIT	109,214.82	117,980.32	93,595.13
EXPENDITURES			
General & Administrative Expenses			
Bank Fees & Service Charges		135.00	
Contract & professional fees			
Accounting fees	750.00	750.00	300.00
Total Contract & professional fees	750.00	750.00	300.00
Interest paid	47,311.74	42,800.30	47,991.81
Total General & Administrative Expenses	48,061.74	43,685.30	48,291.81
Operating Expenses			
Common Area Expenses			
CAM Utilities	5,294.53	1,536.55	4,015.82
Landscaping	4,000.00	10,650.00	2,890.20
Routine Maintenance			1,916.50
Security Expense	12,936.00	28,104.36	15,670.06
Total Common Area Expenses	22,230.53	40,290.91	24,492.58
Occupancy			
Repairs & Maintenance	1,500.00	3,600.00	1,386.00
Utilities	8,760.19	11,249.00	12,440.63
Total Occupancy	10,260.19	14,849.00	13,826.63
Taxes & Fees			
Management Fees	2,431.06	2,424.58	1,791.41
Property insurance	4,985.30	5,871.50	6,193.02
Property Taxes	8,213.26	8,213.26	1,581.69
Total Taxes & Fees	15,629.62	16,509.34	9,566.12
Total Operating Expenses	48,120.34	71,649.25	47,885.33
Total Expenditures	96,182.08	115,334.55	96,177.14
NET OPERATING REVENUE	13,032.74	2,645.77	-2,582.01
OTHER REVENUE			
Interest Income	0.32	0.46	
Total Other Revenue	0.32	0.46	0.00
NET OTHER REVENUE	0.32	0.46	0.00

			Total
	Apr 2026	Mar 2026 (PP)	Apr 2025 (PY)
NET REVENUE	\$13,033.06	\$2,646.23	\$ -2,582.01

YTD Statement of Activity

July 2025 - April 2026

	Jul 2025 - Apr 2026	Jul 2024 - Apr 2025 (PY)	Total
REVENUE			
CAM Income	28,734.49		30,711.96
Insurance Income	678.21		722.86
Late Fees			-178.78
Rent Income	974,246.55		629,848.55
Sign Income	788.60		2,104.97
Total Revenue	1,004,447.85		663,209.56
GROSS PROFIT	1,004,447.85		663,209.56
EXPENDITURES			
General & Administrative Expenses			
Bank Fees & Service Charges	651.50		450.00
Contract & professional fees			
Accounting fees	5,224.59		4,087.50
Other contract services			1,350.00
Total Contract & professional fees	5,224.59		5,437.50
Interest paid	463,415.72		462,134.84
Office supplies	118.49		
Taxes & Licenses	300.49		750.95
Total General & Administrative Expenses	469,710.79		468,773.29
Operating Expenses			
Common Area Expenses			
CAM Utilities	36,636.34		47,337.70
Landscaping	27,220.82		14,451.00
Routine Maintenance	11,183.62		25,192.51
Security Expense	183,456.70		154,974.04
Total Common Area Expenses	258,497.48		241,955.25
Occupancy			
Repairs & Maintenance	7,622.03		4,016.00
Utilities	90,330.58		89,290.20
Total Occupancy	97,952.61		93,306.20
Taxes & Fees			
Management Fees	26,383.14		18,231.05
Property insurance	52,556.46		19,396.29
Property Taxes	122,007.62		8,529.01
Total Taxes & Fees	200,947.22		46,156.35
Total Operating Expenses	557,397.31		381,417.80
Supplies			
Supplies & materials			1,335.27

		Total
	Jul 2025 - Apr 2026	Jul 2024 - Apr 2025 (PY)
Total Supplies		1,335.27
Total Expenditures	1,027,108.10	851,526.36
NET OPERATING REVENUE	-22,660.25	-188,316.80
OTHER REVENUE		
Interest Income	3.42	
Total Other Revenue	3.42	0.00
NET OTHER REVENUE	3.42	0.00
NET REVENUE	\$ -22,656.83	\$ -188,316.80

Balance Sheet

As of April 30, 2026

	As of Apr 30, 2026	As of Apr 30, 2025 (PY)	Total
ASSETS			
Current Assets			
Bank Accounts			
MMARE - Operating x4164	87,841.73		79,390.22
MMARE Replacement Reserve x4416	21,003.42		
Total Bank Accounts	108,845.15		79,390.22
Accounts Receivable			
Accounts Receivable (A/R)	-86,916.80		0.00
Total Accounts Receivable	-86,916.80		0.00
Other Current Assets			
Due from Property Manager	-9,302.15		39,609.80
Leases Receivable - Current	916,812.38		0.00
Total Other Current Assets	907,510.23		39,609.80
Total Current Assets	929,438.58		119,000.02
Fixed Assets			
Accumulated depreciation			
Accum. Dep. - 4089 American Way	-55,095.11		
Accum. Dep. - Building	-356,653.55		-6,137.00
Accum. Dep. - Equipment	-1,793.00		
Total Accumulated depreciation	-413,541.66		-6,137.00
Buildings	12,430,514.65		9,757,038.34
Construction in Progress	81,609.23		1,056,034.47
Equipment	50,190.00		14,670.00
Land	499,000.00		499,000.00
Total Fixed Assets	12,647,772.22		11,320,605.81
Other Assets			
Leases Receivable - Noncurrent	2,009,239.81		0.00
Security deposits	1,000.00		
Total Other Assets	2,010,239.81		0.00
TOTAL ASSETS	\$15,587,450.61		\$11,439,605.83

LIABILITIES AND EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

Accrued Expenses	32,853.04		
Accrued Interest	48,470.76		6,489.00
Other Deferred Income	2,411,823.96		0.00
Total Other Current Liabilities	2,493,147.76		6,489.00

	As of Apr 30, 2026	As of Apr 30, 2025 (PY)	Total
Total Current Liabilities	2,493,147.76		6,489.00
Long-Term Liabilities			
Blue Hub Loan 2025	1,702,573.53		
BlueHub Capital Loan (LF)	7,226,614.47	11,566,938.61	
BlueHub Construction Loan (SQ)	1,586,928.40	1,620,297.16	
Due to Memphis Merit Academy	183,296.07	99,369.47	
Tenant Security Deposits	33,005.63	33,005.63	
Total Long-Term Liabilities	10,732,418.10	13,319,610.87	
Total Liabilities	13,225,565.86	13,326,099.87	
Equity			
Opening balance equity	2,262,590.37	-2,104,367.08	
Retained Earnings	121,951.21	406,189.84	
Net Revenue	-22,656.83	-188,316.80	
Total Equity	2,361,884.75	-1,886,494.04	
TOTAL LIABILITIES AND EQUITY	\$15,587,450.61	\$11,439,605.83	

MMARE AR Aging Report

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
African Braid	70.26					70.26
Beautiful Nails	228.87					228.87
Magic Kidz	211.54					211.54
Shekinah Glory	1,309.21	682.73				1,991.94
Village Mart	1,197.78	598.89				1,796.67
TOTAL	3,017.66	1,281.62				\$4,299.28

Statement of Cash Flows

July 2025 - April 2026

	Total
OPERATING ACTIVITIES	
Net Revenue	-22,656.83
Adjustments to reconcile Net Revenue to Net Cash provided by operations:	
Accounts Receivable (A/R)	86,916.80
Due from Property Manager	25,602.19
Accrued Expenses	32,853.04
Total Adjustments to reconcile Net Revenue to Net Cash provided by operations:	145,372.03
Net cash provided by operating activities	122,715.20
INVESTING ACTIVITIES	
Buildings	-1,620,964.30
Construction in Progress	-81,609.23
Equipment	-35,520.00
Security deposits	-1,000.00
Net cash provided by investing activities	-1,739,093.53
FINANCING ACTIVITIES	
Blue Hub Loan 2025	1,702,573.53
BlueHub Capital Loan (LF)	-111,031.48
BlueHub Construction Loan (SQ)	-23,153.90
Due to Memphis Merit Academy	87,963.53
Net cash provided by financing activities	1,656,351.68
NET CASH INCREASE FOR PERIOD	39,973.35
Cash at beginning of period	68,871.80
CASH AT END OF PERIOD	\$108,845.15

Journal

April 2026

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
04/01/2026	Pledge	1013	No	Memphis Merit Academy		Accounts Receivable (A/R)	\$91,216.08	
			No			Rent Income		\$91,216.08
							\$91,216.08	\$91,216.08
04/01/2026	Pledge	1014	No	African Braid		Accounts Receivable (A/R)	\$1,455.80	
			No			Rent Income		\$1,173.93
			No			CAM Income		\$281.87
							\$1,455.80	\$1,455.80
04/01/2026	Expenditure		No		BLUEHUB BCLF PYMT SLP NMTC 24 D222593378 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$8,018.62
			No		BLUEHUB BCLF PYMT SLP NMTC 24 D222593378 MEMPHIS MERIT ACADEMY	General & Administrative Expenses:Interest paid	\$5,817.21	

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
			No		BLUEHUB BCLF PYMT SLP NMTC 24 D222593378 MEMPHIS MERIT ACADEMY	BlueHub Construction Loan (SQ)	\$2,201.41	
							\$8,018.62	\$8,018.62
04/01/2026	Expenditure		No	BlueHub Capital	BLUEHUB BCLF PYMT LF-2023-007 D222593378 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$51,741.49
			No		BLUEHUB BCLF PYMT LF-2023-007 D222593378 MEMPHIS MERIT ACADEMY	General & Administrative Expenses:Interest paid	\$41,494.53	
			No		BLUEHUB BCLF PYMT LF-2023-007 D222593378 MEMPHIS MERIT ACADEMY	BlueHub Capital Loan (LF)	\$10,246.96	
							\$51,741.49	\$51,741.49
04/01/2026	Pledge	1017	No	Beautiful Nails		Accounts Receivable (A/R)	\$1,297.62	
			No			Rent Income		\$1,068.75
			No			CAM Income		\$228.87

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
							\$1,297.62	\$1,297.62
04/01/2026	Pledge	1020	No	Jackson Hewitt		Accounts Receivable (A/R)	\$2,163.38	
			No			Rent Income		\$1,652.50
			No			CAM Income		\$510.88
							\$2,163.38	\$2,163.38
04/01/2026	Pledge	1022	No	Village Mart		Accounts Receivable (A/R)	\$7,035.21	
			No			Rent Income		\$4,957.30
			No			CAM Income		\$2,077.91
							\$7,035.21	\$7,035.21
04/01/2026	Pledge	1024	No	Shekinah Glory		Accounts Receivable (A/R)	\$0.00	
			No			Rent Income	\$0.00	
			No			CAM Income	\$0.00	
							\$0.00	
04/01/2026	Pledge	1026	No	Magic Kidz		Accounts Receivable (A/R)	\$3,048.73	
			No			Rent Income		\$2,297.31
			No			CAM Income		\$751.42

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
							\$3,048.73	\$3,048.73
04/01/2026	Pledge	1028	No	Atlas Behavioral		Accounts Receivable (A/R)	\$2,998.00	
			No			Rent Income		\$2,000.00
			No			CAM Income		\$998.00
							\$2,998.00	\$2,998.00
04/02/2026	Transfer		No		OLB Transfer from *164 to *416 Reserve Deposit- Apr. 1st	MMARE - Operating x4164		\$3,000.00
			No		OLB Transfer from *164 to *416 Reserve Deposit- Apr. 1st	MMARE Replacement Reserve x4416	\$3,000.00	
							\$3,000.00	\$3,000.00
04/03/2026	Expenditure		No	Waste Connection	WASTE CONNECTION WEB_PAY XXXXXX3001 S LAKENNA BOOKER	MMARE - Operating x4164		\$365.00
			No		WASTE CONNECTION WEB_PAY XXXXXX3001 S LAKENNA BOOKER	Operating Expenses:Common Area Expenses:CAM Utilities	\$365.00	

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
							\$365.00	\$365.00
04/07/2026	Check		No	Progressive Realty Services, LLC	Check # 1002	MMARE - Operating x4164		\$2,357.73
			No		Check # 1002	Due from Property Manager	\$2,357.73	
							\$2,357.73	\$2,357.73
04/08/2026	Expenditure		No		ROSS & YERGER IN J2851 OOFF XXXXXX3381 LAKENNA BOOKER	MMARE - Operating x4164		\$4,985.30
			No		ROSS & YERGER IN J2851 OOFF XXXXXX3381 LAKENNA BOOKER	Operating Expenses:Taxes & Fees:Property insurance	\$4,985.30	
							\$4,985.30	\$4,985.30
04/13/2026	Payment		No	Memphis Merit Academy		MMARE - Operating x4164	\$10,000.00	
			No			Accounts Receivable (A/R)		\$10,000.00
							\$10,000.00	\$10,000.00

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
04/13/2026	Expenditure		No	Waste Connection	WASTE CONNECTION WEB_PAY XXXXXX3001 S LAKENNA BOOKER	MMARE - Operating x4164		\$622.33
			No		WASTE CONNECTION WEB_PAY XXXXXX3001 S LAKENNA BOOKER	Operating Expenses:Common Area Expenses:CAM Utilities	\$622.33	
							\$622.33	\$622.33
04/14/2026	Expenditure		No	MLGW	hydrant fee	MMARE - Operating x4164		\$357.00
			No		street light	Operating Expenses:Common Area Expenses:CAM Utilities	\$357.00	
							\$357.00	\$357.00
04/14/2026	Expenditure		No	MLGW	hydrant fee	MMARE - Operating x4164		\$151.55
			No		hydrant fee	Operating Expenses:Common Area Expenses:CAM Utilities	\$151.55	
							\$151.55	\$151.55

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
04/14/2026	Expenditure		No	Waste Connection	WASTE CONNECTION WEB_PAY XXXXXX3001 S LAKENNA BOOKER	MMARE - Operating x4164		\$1,347.65
			No		WASTE CONNECTION WEB_PAY XXXXXX3001 S LAKENNA BOOKER	Operating Expenses:Common Area Expenses:CAM Utilities	\$1,347.65	
							\$1,347.65	\$1,347.65
04/14/2026	Expenditure		No	MLGW	MLGW UTILITY PMT EPAY XXXXXXXXX402610 XXXXXX0362 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$193.00
			No		MLGW UTILITY PMT EPAY XXXXXXXXX402610 XXXXXX0362 MEMPHIS MERIT ACADEMY	Operating Expenses:Common Area Expenses:CAM Utilities	\$193.00	
							\$193.00	\$193.00
04/14/2026	Expenditure		No	MLGW	account 621 - unidentified	MMARE - Operating x4164		\$1,729.00

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
			No		account 621 - unidentified	Operating Expenses:Common Area Expenses:CAM Utilities	\$1,729.00	
							\$1,729.00	\$1,729.00
04/14/2026	Expenditure		No	MLGW	MLGW UTILITY PMT EPAY XXXXXXXX402623 XXXXXX0362 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$193.00
			No		MLGW UTILITY PMT EPAY XXXXXXXX402623 XXXXXX0362 MEMPHIS MERIT ACADEMY	Operating Expenses:Common Area Expenses:CAM Utilities	\$193.00	
							\$193.00	\$193.00
04/14/2026	Expenditure		No	MLGW	MLGW UTILITY PMT EPAY XXXXXXXX402629 XXXXXX0362 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$336.00

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
			No		MLGW UTILITY PMT EPAY XXXXXXXX402629 XXXXXX0362 MEMPHIS MERIT ACADEMY	Operating Expenses:Common Area Expenses:CAM Utilities	\$336.00	
							\$336.00	\$336.00
04/14/2026	Expenditure		No	MLGW	MLGW UTILITY PMT EPAY XXXXXXXX402631 XXXXXX0362 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$76.00
			No		MLGW UTILITY PMT EPAY XXXXXXXX402631 XXXXXX0362 MEMPHIS MERIT ACADEMY	Operating Expenses:Occupancy:Utilities	\$76.00	
							\$76.00	\$76.00
04/14/2026	Expenditure		No	MLGW	MLGW UTILITY PMT EPAY XXXXXXXX402632 XXXXXX0362 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$81.00

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
			No		MLGW UTILITY PMT EPAY XXXXXXXX402632 XXXXXX0362 MEMPHIS MERIT ACADEMY	Operating Expenses:Occupancy:Utilities	\$81.00	
							\$81.00	\$81.00
04/14/2026	Expenditure		No	MLGW	MLGW UTILITY PMT EPAY XXXXXXXX402648 XXXXXX0362 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$371.00
			No		MLGW UTILITY PMT EPAY XXXXXXXX402648 XXXXXX0362 MEMPHIS MERIT ACADEMY	Operating Expenses:Occupancy:Utilities	\$371.00	
							\$371.00	\$371.00
04/14/2026	Expenditure		No	MLGW	MLGW UTILITY PMT EPAY XXXXXXXX402649 XXXXXX0362 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$79.00

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
			No		MLGW UTILITY PMT EPAY XXXXXXXXX402649 XXXXXXX0362 MEMPHIS MERIT ACADEMY	Operating Expenses:Occupancy:Utilities	\$79.00	
							\$79.00	\$79.00
04/14/2026	Expenditure		No	MLGW	MLGW UTILITY PMT EPAY XXXXXXXXX402650 XXXXXXX0362 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$157.00
			No		MLGW UTILITY PMT EPAY XXXXXXXXX402650 XXXXXXX0362 MEMPHIS MERIT ACADEMY	Operating Expenses:Occupancy:Utilities	\$157.00	
							\$157.00	\$157.00
04/14/2026	Expenditure		No	MLGW	MLGW UTILITY PMT EPAY XXXXXXXXX402630 XXXXXXX0362 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$72.00

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
			No		MLGW UTILITY PMT EPAY XXXXXXXX402630 XXXXXX0362 MEMPHIS MERIT ACADEMY	Operating Expenses:Occupancy:Utilities	\$72.00	
							\$72.00	\$72.00
04/14/2026	Expenditure		No	MLGW	MLGW UTILITY PMT EPAY XXXXXXXX402647 XXXXXX0362 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$44.00
			No		MLGW UTILITY PMT EPAY XXXXXXXX402647 XXXXXX0362 MEMPHIS MERIT ACADEMY	Operating Expenses:Occupancy:Utilities	\$44.00	
							\$44.00	\$44.00
04/14/2026	Expenditure		No	MLGW	MLGW UTILITY PMT EPAY XXXXXXXX402620 XXXXXX0362 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$380.19

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
			No		MLGW UTILITY PMT EPAY XXXXXXXX402620 XXXXXX0362 MEMPHIS MERIT ACADEMY	Operating Expenses:Occupancy:Utilities	\$380.19	
							\$380.19	\$380.19
04/14/2026	Expenditure		No	MLGW	MLGW UTILITY PMT EPAY XXXXXXXX454665 XXXXXX0362 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$7,500.00
			No		MLGW UTILITY PMT EPAY XXXXXXXX454665 XXXXXX0362 MEMPHIS MERIT ACADEMY	Operating Expenses:Occupancy:Utilities	\$7,500.00	
							\$7,500.00	\$7,500.00
04/16/2026	Expenditure		No	KAM Financial Services PLLC	KAM FINANCIAL SE SALE XXXXXX6202 MEMPHIS MERIT ACADEMY	MMARE - Operating x4164		\$750.00

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
			No		KAM FINANCIAL SE SALE XXXXXX6202 MEMPHIS MERIT ACADEMY	General & Administrative Expenses:Contract & professional fees:Accounting fees	\$750.00	
							\$750.00	\$750.00
04/16/2026	Check	1003	No	James Stevenson	Check # 1003 - painting MMA trim	MMARE - Operating x4164		\$1,000.00
			No		Check # 1003 - painting MMA trim	Operating Expenses:Occupancy:Repairs & Maintenance	\$1,000.00	
							\$1,000.00	\$1,000.00
04/27/2026	Payment		No	Memphis Merit Academy		MMARE - Operating x4164	\$81,216.08	
			No			Accounts Receivable (A/R)		\$81,216.08
							\$81,216.08	\$81,216.08
04/29/2026	Check	1004	No	James Stevenson	Check # 1004	MMARE - Operating x4164		\$500.00
			No		Check # 1004	Operating Expenses:Occupancy:Repairs & Maintenance	\$500.00	
							\$500.00	\$500.00

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
04/30/2026	Journal Entry	55	No		Accrue 2026 Property Taxes	Operating Expenses:Taxes & Fees:Property Taxes	\$8,213.26	
			No		Accrue 2026 Property Taxes	Accrued Expenses		\$8,213.26
							\$8,213.26	\$8,213.26
04/30/2026	Deposit		No	Pinnacle Bank	Interest Deposit	MMARE Replacement Reserve x4416	\$0.32	
			No		Interest Deposit	Interest Income		\$0.32
							\$0.32	\$0.32
04/30/2026	Journal Entry	56	No		Monthly PM Activity	Accounts Receivable (A/R)		\$1,455.80
			No		Monthly PM Activity	Accounts Receivable (A/R)		\$1,297.62
			No		Monthly PM Activity	Accounts Receivable (A/R)		\$2,163.38
			No		Monthly PM Activity	Accounts Receivable (A/R)		\$6,436.32
			No		Monthly PM Activity	Accounts Receivable (A/R)		\$2,859.00
			No		Monthly PM Activity	Accounts Receivable (A/R)		\$3,048.73
			No		Monthly PM Activity	Accounts Receivable (A/R)		\$2,998.00
			No		Monthly PM Activity	Operating Expenses:Common Area Expenses:Security Expense	\$12,936.00	
			No		Monthly PM Activity	Operating Expenses:Common Area Expenses:Landscaping	\$2,000.00	

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
			No		Monthly PM Activity	Operating Expenses:Common Area Expenses:Landscaping	\$500.00	
			No		Monthly PM Activity	Operating Expenses:Common Area Expenses:Landscaping	\$500.00	
			No		Monthly PM Activity	Operating Expenses:Common Area Expenses:Landscaping	\$1,000.00	
			No		Monthly PM Activity	Operating Expenses:Taxes & Fees:Management Fees	\$2,431.06	
			No		Monthly PM Activity	Due from Property Manager	\$891.79	
							\$20,258.85	\$20,258.85
04/30/2026	Payment		No	African Braid			\$0.00	
			No			Accounts Receivable (A/R)		
							\$0.00	
04/30/2026	Payment		No	Atlas Behavioral			\$0.00	
			No			Accounts Receivable (A/R)		
							\$0.00	
04/30/2026	Payment		No	Jackson Hewitt			\$0.00	
			No			Accounts Receivable (A/R)		
							\$0.00	

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
04/30/2026	Payment		No	Magic Kidz	Voided	MMARE - Operating x4164	\$0.00	
			No			Accounts Receivable (A/R)	\$0.00	
							\$0.00	
04/30/2026	Payment		No	Shekinah Glory	Voided	MMARE - Operating x4164	\$0.00	
			No			Accounts Receivable (A/R)	\$0.00	
							\$0.00	
04/30/2026	Payment		No	Village Mart	Voided	MMARE - Operating x4164	\$0.00	
			No			Accounts Receivable (A/R)	\$0.00	
							\$0.00	
04/30/2026	Payment		No	Village Mart			\$0.00	
			No			Accounts Receivable (A/R)		
							\$0.00	
04/30/2026	Payment		No	Magic Kidz			\$0.00	
			No			Accounts Receivable (A/R)		

Date	Transaction Type	Num	Adj	Name	Memo/Description	Account	Debit	Credit
							\$0.00	
04/30/2026	Payment		No	Shekinah Glory			\$0.00	
			No			Accounts Receivable (A/R)		
							\$0.00	
04/30/2026	Payment		No	Beautiful Nails			\$0.00	
			No			Accounts Receivable (A/R)		
							\$0.00	
04/30/2026	Payment		No	Red Diamond Event Hall			\$0.00	
			No			Accounts Receivable (A/R)		
							\$0.00	
TOTAL							\$315,311.19	\$315,311.19

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

MMARE April 2026 Monthly Report (1).xlsx

Coversheet

Property Manager Reports - Progressive PM

Section: VI. Other Business
Item: C. Property Manager Reports - Progressive PM
Purpose: Discuss
Submitted by:
Related Material: MMARE April 2026 Monthly Report.xlsx

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

MMARE April 2026 Monthly Report.xlsx

Coversheet

Approval of 990T

Section: VI. Other Business
Item: D. Approval of 990T
Purpose: Discuss
Submitted by:
Related Material: Memphis Merit Academy - 2024 Draft 990-T.pdf

CLIENT ' S COPY

DRAFT



April 22, 2026

Ms. Lakenna Booker
Memphis Merit Academy, Inc
4075 American Way
Memphis, TN 38118

Dear Lakenna:

Enclosed is the organization's 2024 Exempt Organization return.

Specific filing instructions are as follows.

FORM 990-T RETURN:

This return has been prepared for electronic filing. If you wish to have it transmitted electronically to the IRS, please sign, date, and return Form 8879-TE to our office. We will then submit the electronic return to the IRS. Do not mail a paper copy of the return to the IRS.

No amount is due on Form 990-T.

A copy of the return is enclosed for your files. We suggest that you retain this copy indefinitely.

Very truly yours,

Henderson Hutcherson & McCullough

DRAFT

TAX RETURN FILING INSTRUCTIONS

FORM 990-T

FOR THE YEAR ENDING

June 30, 2025

Prepared For:

Memphis Merit Academy, Inc.
4075 American Way
Memphis, TN 38118

Prepared By:

Henderson Hutcherson & McCullough PLLC
1755 Kirby Parkway, Suite 200
Memphis, TN 38120

Amount Due or Refund:

No amount is due.

Make Check Payable To:

No amount is due.

Mail Tax Return and Check (if applicable) To:

Not applicable

Return Must be Mailed On or Before:

Not applicable

Special Instructions:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-TE to our office. We will transmit the return electronically to the IRS and no further action is required.

***** THIS IS NOT A FILEABLE COPY *****

IRS E-file Signature Authorization for a Tax Exempt Entity

OMB No. 1545-0047

Form 8879-TE

For calendar year 2024, or fiscal year beginning JUL 1, 2024, and ending JUN 30, 2025

2024

Department of the Treasury Internal Revenue Service

Do not send to the IRS. Keep for your records. Go to www.irs.gov/Form8879TE for the latest information.

Name of filer MEMPHIS MERIT ACADEMY, INC. EIN or SSN 82-2828471

Name and title of officer or person subject to tax LAKENNA BOOKER EXECUTIVE DIRECTOR

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

Table with 3 columns: Line number, Description, and Amount. Includes rows for Form 990, Form 990-EZ, Form 1120-POL, Form 990-PF, Form 8868, Form 990-T, Form 4720, Form 5227, Form 5330, and Form 8038-CP.

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that [X] I am an officer of the above entity or [] I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2024 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete.

PIN: check one box only

[] I authorize _____ ERO firm name to enter my PIN [] Enter five numbers, but do not enter all zeros

as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[X] As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax

**** THIS IS NOT A FILEABLE COPY ****

Date

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

62759554986

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2024 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date 04/22/26

ERO Must Retain This Form - See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form 8879-TE (2024)

Form **990-T**

Exempt Organization Business Income Tax Return (and proxy tax under section 6033(e))

OMB No. 1545-0047

For calendar year 2024 or other tax year beginning **JUL 1, 2024**, and ending **JUN 30, 2025**

2024

Department of the Treasury
Internal Revenue Service

Go to www.irs.gov/Form990T for instructions and the latest information.
Do not enter SSN numbers on this form as it may be made public if your organization is an 501(c)(3).

Open to Public Inspection for
501(c)(3) Organizations Only

A <input type="checkbox"/> Check box if address changed.		Name of organization (<input type="checkbox"/> Check box if name changed and see instructions.) MEMPHIS MERIT ACADEMY, INC.	D Employer identification number 82-2828471
B Exempt under section <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 408(e) <input type="checkbox"/> 220(e) <input type="checkbox"/> 408A <input type="checkbox"/> 530(a) <input type="checkbox"/> 529(a) <input type="checkbox"/> 529A	Print or Type Number, street, and room or suite no. If a P.O. box, see instructions. 4075 AMERICAN WAY City or town, state or province, country, and ZIP or foreign postal code MEMPHIS, TN 38118	E Group exemption number (see instructions) F <input type="checkbox"/> Check box if an amended return.	
		C Book value of all assets at end of year 13,276,096.	

G Check organization type 501(c) corporation 501(c) trust 401(a) trust Other trust State college/university
 6417(d)(1)(A) Applicable entity

H Check if filing only to claim Credit from Form 8941 Refund shown on Form 2439 Elective payment amount from Form 3800

I Check if a 501(c)(3) organization filing a consolidated return with a 501(c)(2) titleholding corporation

J Enter the number of attached Schedules A (Form 990-T) **1**

K During the tax year, was the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? Yes No
 If "Yes," enter the name and identifying number of the parent corporation

L The books are in care of **THE ORGANIZATION** Telephone number **901-617-3690**

Part I Total Unrelated Business Taxable Income		
1 Total of unrelated business taxable income computed from all unrelated trades or businesses (see instructions) ...	1	0.
2 Reserved	2	
3 Add lines 1 and 2	3	
4 Charitable contributions (see instructions for limitation rules)	4	0.
5 Total unrelated business taxable income before net operating losses. Subtract line 4 from line 3	5	
6 Deduction for net operating loss. See instructions	6	
7 Total of unrelated business taxable income before specific deduction and section 199A deduction. Subtract line 6 from line 5	7	
8 Specific deduction (generally \$1,000, but see instructions for exceptions)	8	1,000.
9 Trusts. Section 199A deduction. See instructions	9	
10 Total deductions. Add lines 8 and 9	10	1,000.
11 Unrelated business taxable income. Subtract line 10 from line 7. If line 10 is greater than line 7, enter zero	11	0.

Part II Tax Computation		
1 Organizations taxable as corporations. Multiply Part I, line 11 by 21% (0.21)	1	0.
2 Trusts taxable at trust rates. See instructions for tax computation. Income tax on the amount on Part I, line 11, from: <input type="checkbox"/> Tax rate schedule or <input type="checkbox"/> Schedule D (Form 1041)	2	
3 Proxy tax. See instructions	3	
4a Amount from Form 4255, Part I, line 3, column (q)	4a	
b Other tax amounts. See instructions	4b	
5 Alternative minimum tax	5	
6 Tax on noncompliant facility income. See instructions	6	
7 Total. Add lines 3 through 6 to line 1 or 2, whichever applies	7	0.

Part III Tax and Payments		
1a Foreign tax credit (corporations attach Form 1118; trusts attach Form 1116)	1a	
b Other credits (see instructions)	1b	
c General business credit. Attach Form 3800 (see instructions)	1c	
d Credit for prior-year minimum tax (attach Form 8801 or 8827)	1d	
e Total credits. Add lines 1a through 1d	1e	
2 Subtract line 1e from Part II, line 7	2	0.
3a Amount from Form 4255, Part I, line 3, column (r) (see instructions)	3a	
b Amount due from Form 8611	3b	
c Amount due from Form 8697	3c	
d Amount due from Form 8866	3d	
e Other amounts due (see instructions)	3e	
f Total amounts due. Add lines 3a through 3e	3f	0.
4 Total tax. Add lines 2 and 3f (see instructions). <input type="checkbox"/> Check if includes tax previously deferred under section 1294. Enter tax amount here	4	0.

Part III Tax and Payments <i>(continued)</i>			
5	Current net 965 tax liability paid from Form 965-A, Part II, column (k)	5	0.
6 a	Payments: Preceding year's overpayment credited to the current year	6a	
b	Current year's estimated tax payments. Check if section 643(g) election applies <input type="checkbox"/>	6b	
c	Tax deposited with Form 8868	6c	
d	Foreign organizations: Tax paid or withheld at source (see instructions)	6d	
e	Backup withholding (see instructions)	6e	
f	Credit for small employer health insurance premiums (attach Form 8941)	6f	
g	Elective payment election amount from Form 3800	6g	
h	Payment from Form 2439	6h	
i	Credit from Form 4136	6i	
j	Other (see instructions)	6j	
7	Total payments. Add lines 6a through 6j	7	
8	Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>	8	
9	Tax due. If line 7 is smaller than the total of lines 4, 5, and 8, enter amount owed	9	
10	Overpayment. If line 7 is larger than the total of lines 4, 5, and 8, enter amount overpaid	10	
11	Enter the amount of line 10 you want: Credited to 2025 estimated tax Refunded	11	

Part IV Statements Regarding Certain Activities and Other Information <i>(see instructions)</i>			
1	At any time during the 2024 calendar year, did the organization have an interest in or a signature or other authority over a financial account (bank, securities, or other) in a foreign country? If "Yes," the organization may have to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts. If "Yes," enter the name of the foreign country here	Yes	No
			X
2	During the tax year, did the organization receive a distribution from, or was it the grantor of, or transferor to, a foreign trust?		X
	If "Yes," see instructions for other forms the organization may have to file.		
3	Enter the amount of tax-exempt interest received or accrued during the tax year \$		
4	Enter available pre-2018 NOL carryovers here \$ Do not include any post-2017 NOL carryover shown on Schedule A (Form 990-T). Don't reduce the NOL carryover shown here by any deduction reported on Part I, line 6.		
5	Post-2017 NOL carryovers. Enter the Business Activity Code and available post-2017 NOL carryovers. Don't reduce the amounts shown below by any NOL claimed on any Schedule A, Part II, line 17 for the tax year. See instructions.		
	Business Activity Code	Available post-2017 NOL carryover	
		\$	
		\$	
		\$	
		\$	
6 a	Reserved for future use		
b	Reserved for future use		

Part V Supplemental Information

Provide any additional information. See instructions.

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.				
	Signature of officer	Date	EXECUTIVE DIRECTOR	Title	
					May the IRS discuss this return with the preparer shown below (see instructions)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	RICHARD A. SWOPE	RICHARD A. SWOPE	04/22/26		P00590766
	Firm's name	Firm's EIN		Firm's EIN	
HENDERSON HUTCHERSON & MCCULLOUGH PLLC		62-1114363			
Firm's address		Phone no.			
MEMPHIS, TN 38120		(901) 683-4234			

**SCHEDULE A
(Form 990-T)**

**Unrelated Business Taxable Income
From an Unrelated Trade or Business**

OMB No. 1545-0047

2024

Department of the Treasury
Internal Revenue Service

Go to www.irs.gov/Form990T for instructions and the latest information.
Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

Open to Public Inspection for
501(c)(3) Organizations Only

A Name of the organization MEMPHIS MERIT ACADEMY, INC.	B Employer identification number 82-2828471
C Unrelated business activity code (see instructions) 531120	D Sequence: 1 of 1

E Describe the unrelated trade or business **RENTAL**

Part I Unrelated Trade or Business Income		(A) Income	(B) Expenses	(C) Net
1 a Gross receipts or sales				
b Less returns and allowances	c Balance			
2 Cost of goods sold (Part III, line 8)	2			
3 Gross profit. Subtract line 2 from line 1c	3			
4 a Capital gain net income (attach Schedule D (Form 1041 or Form 1120)). See instructions	4a			
b Net gain (loss) (Form 4797) (attach Form 4797). See instructions	4b			
c Capital loss deduction for trusts	4c			
5 Income (loss) from a partnership or an S corporation (attach statement)	5			
6 Rent income (Part IV)	6	235,830.	258,707.	-22,877.
7 Unrelated debt-financed income (Part V)	7			
8 Interest, annuities, royalties, and rents from a controlled organization (Part VI)	8			
9 Investment income of section 501(c)(7), (9), or (17) organizations (Part VII)	9			
10 Exploited exempt activity income (Part VIII)	10			
11 Advertising income (Part IX)	11			
12 Other income (see instructions; attach statement)	12			
13 Total. Combine lines 3 through 12	13	235,830.	258,707.	-22,877.

Part II Deductions Not Taken Elsewhere. See instructions for limitations on deductions. Deductions must be directly connected with the unrelated business income

1 Compensation of officers, directors, and trustees (Part X)					
2 Salaries and wages					
3 Repairs and maintenance					
4 Bad debts					
5 Interest (attach statement). See instructions					
6 Taxes and licenses					
7 Depreciation (attach Form 4562). See instructions	7	58,818.			
8 Less depreciation claimed in Part III and elsewhere on return	8a	58,818.	8b		0.
9 Depletion					
10 Contributions to deferred compensation plans					
11 Employee benefit programs					
12 Excess exempt expenses (Part VIII)					
13 Excess readership costs (Part IX)					
14 Other deductions (attach statement)					
15 Total deductions. Add lines 1 through 14	15				0.
16 Unrelated business income before net operating loss deduction. Subtract line 15 from Part I, line 13, column (C)	16				-22,877.
17 Deduction for net operating loss. See instructions	17				0.
18 Unrelated business taxable income. Subtract line 17 from line 16	18				-22,877.

For Paperwork Reduction Act Notice, see instructions.

Schedule A (Form 990-T) 2024

Part III	Cost of Goods Sold	Enter method of inventory valuation
1	Inventory at beginning of year	1
2	Purchases	2
3	Cost of labor	3
4	Additional section 263A costs (attach statement)	4
5	Other costs (attach statement)	5
6	Total. Add lines 1 through 5	6
7	Inventory at end of year	7
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and in Part I, line 2	8
9	Do the rules of section 263A (with respect to property produced or acquired for resale) apply to the organization? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Part IV	Rent Income (From Real Property and Personal Property Leased With Real Property)
1	Description of property (property street address, city, state, ZIP code). Check if a dual-use. See instructions. A <input type="checkbox"/> COMMERCIAL BUILDING 4089 AMERICAN WAY, MEMPHIS, TN 38118 B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/>
2	Rent received or accrued
a	From personal property (if the percentage of rent for personal property is more than 10% but not more than 50%)
b	From real and personal property (if the percentage of rent for personal property exceeds 50% or if the rent is based on profit or income)
c	Total rents received or accrued by property. Add lines 2a and 2b, columns A through D
3	Total rents received or accrued. Add line 2c, columns A through D. Enter here and on Part I, line 6, column (A)
4	Deductions directly connected with the income in lines 2a and 2b (attach statement) STMT 1
5	Total deductions. Add line 4, columns A through D. Enter here and on Part I, line 6, column (B)

	A	B	C	D
a	0.			
b	235,830.			
c	235,830.			
3	235,830.			
4	258,707.			
5	258,707.			

Part V	Unrelated Debt-Financed Income (see instructions)
1	Description of debt-financed property (street address, city, state, ZIP code). Check if a dual-use. See instructions. A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/>
2	Gross income from or allocable to debt-financed property
3	Deductions directly connected with or allocable to debt-financed property
a	Straight line depreciation (attach statement)
b	Other deductions (attach statement)
c	Total deductions (add lines 3a and 3b, columns A through D)
4	Amount of average acquisition debt on or allocable to debt-financed property (attach statement)
5	Average adjusted basis of or allocable to debt-financed property (attach statement)
6	Divide line 4 by line 5
7	Gross income reportable. Multiply line 2 by line 6
8	Total gross income (add line 7, columns A through D). Enter here and on Part I, line 7, column (A)
9	Allocable deductions. Multiply line 3c by line 6
10	Total allocable deductions. Add line 9, columns A through D. Enter here and on Part I, line 7, column (B)
11	Total dividends-received deductions included in line 10

	A	B	C	D
6	%	%	%	%
8	0.			
10	0.			
11	0.			

Part VI Interest, Annuities, Royalties, and Rents From Controlled Organizations (see instructions)

		Exempt Controlled Organizations			
1. Name of controlled organization	2. Employer identification number	3. Net unrelated income (loss) (see instructions)	4. Total of specified payments made	5. Part of column 4 that is included in the controlling organization's gross income	6. Deductions directly connected with income in column 5
(1)					
(2)					
(3)					
(4)					
Nonexempt Controlled Organizations					
7. Taxable Income	8. Net unrelated income (loss) (see instructions)	9. Total of specified payments made	10. Part of column 9 that is included in the controlling organization's gross income	11. Deductions directly connected with income in column 10	
(1)					
(2)					
(3)					
(4)					
			Add columns 5 and 10. Enter here and on Part I, line 8, column (A).	Add columns 6 and 11. Enter here and on Part I, line 8, column (B).	
			0.	0.	

Totals

Part VII Investment Income of a Section 501(c)(7), (9), or (17) Organization (see instructions)

1. Description of income	2. Amount of income	3. Deductions directly connected (attach statement)	4. Set-asides (attach statement)	5. Total deductions and set-asides (add cols 3 and 4)
(1)				
(2)				
(3)				
(4)				
		Add amounts in column 2. Enter here and on Part I, line 9, column (A).		Add amounts in column 5. Enter here and on Part I, line 9, column (B).
		0.		0.

Totals

Part VIII Exploited Exempt Activity Income, Other Than Advertising Income (see instructions)

1	Description of exploited activity: _____	
2	Gross unrelated business income from trade or business. Enter here and on Part I, line 10, column (A)	2
3	Expenses directly connected with production of unrelated business income. Enter here and on Part I, line 10, column (B)	3
4	Net income (loss) from unrelated trade or business. Subtract line 3 from line 2. If a gain, complete lines 5 through 7	4
5	Gross income from activity that is not unrelated business income	5
6	Expenses attributable to income entered on line 5	6
7	Excess exempt expenses. Subtract line 5 from line 6, but do not enter more than the amount on line 4. Enter here and on Part II, line 12	7

Schedule A (Form 990-T) 2024

MEMPHIS MERIT ACADEMY, INC.

82-2828471

FORM 990-T (A) DEDUCTIONS CONNECTED WITH RENTAL INCOME STATEMENT 1

DESCRIPTION	ACTIVITY NUMBER	AMOUNT	TOTAL
DEPRECIATION		58,818.	
MANAGEMENT FEES		4,500.	
REPAIRS		2,779.	
UTILITIES		10,745.	
LOCKSMITH		340.	
DUMPSTER EXPENSE		2,435.	
FIRE SAFETY INSPECTION		432.	
INSURANCE		8,099.	
LANDSCAPING		4,313.	
LIGHTING INSPECTIONS		978.	
PARKING LOT EXPENSE		2,918.	
PROPERTY TAX		3,181.	
SECURITY		40,417.	
INTEREST EXPENSE		118,752.	
- SUBTOTAL -	1		258,707.
TOTAL TO FORM 990-T, SCHEDULE A, PART IV, LINE 4			258,707.

DRAFT

Form **4562**

Depreciation and Amortization
(Including Information on Listed Property) **A RENT 1**

OMB No. 1545-0172

2024

Department of the Treasury
Internal Revenue Service

Attach to your tax return.

Go to www.irs.gov/Form4562 for instructions and the latest information.

Attachment
Sequence No. **179**

Name(s) shown on return MEMPHIS MERIT ACADEMY, INC.	Business or activity to which this form relates COMMERCIAL BUILDING	Identifying number 82-2828471
---	---	---

Part I Election To Expense Certain Property Under Section 179 Note: If you have any listed property, complete Part V before you complete Part I.

1 Maximum amount (see instructions)	1	1,220,000.
2 Total cost of section 179 property placed in service (see instructions)	2	
3 Threshold cost of section 179 property before reduction in limitation	3	3,050,000.
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost
7 Listed property. Enter the amount from line 29	7	
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9 Tentative deduction. Enter the smaller of line 5 or line 8	9	
10 Carryover of disallowed deduction from line 13 of your 2023 Form 4562	10	
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5	11	
12 Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13 Carryover of disallowed deduction to 2025. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property.)

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year	14	
15 Property subject to section 168(f)(1) election	15	
16 Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17 MACRS deductions for assets placed in service in tax years beginning before 2024	17	52,865.
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here <input type="checkbox"/>		

Section B - Assets Placed in Service During 2024 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property	/		27.5 yrs.	MM	S/L	
	/		27.5 yrs.	MM	S/L	
i Nonresidential real property	07 /24	226,422.	39 yrs.	MM	S/L	5,564.
	02 /25	40,413.	39	MM	S/L	389.

Section C - Assets Placed in Service During 2024 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 30-year	/		30 yrs.	MM	S/L	
d 40-year	/		40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21 Listed property. Enter amount from line 28	21	
22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instr.	22	58,818.
23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, and property used for entertainment, recreation, or amusement.)
Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? Yes No 24b If "Yes," is the evidence written? Yes No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use							25	
26 Property used more than 50% in a qualified business use:								
		%						
		%						
		%						
27 Property used 50% or less in a qualified business use:								
		%				S/L -		
		%				S/L -		
		%				S/L -		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								29

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
30 Total business/investment miles driven during the year (don't include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who aren't more than 5% owners or related persons.

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use?		

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," don't complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2024 tax year:					
43 Amortization of costs that began before your 2024 tax year					43
44 Total. Add amounts in column (f). See the instructions for where to report					44

Form **4626**
Department of the Treasury
Internal Revenue Service

Alternative Minimum Tax-Corporations

OMB No. 1545-0123

2024

Attach to your tax return.

Go to www.irs.gov/Form4626 for instructions and the latest information.

Name of corporation **MEMPHIS MERIT ACADEMY, INC.** Employer identification number (EIN) **82-2828471**

- A** Is the corporation filing this form a member of a controlled group treated as a single employer under sections 59(k)(1)(D) and 52? Yes No
If "Yes," the corporation must complete Part V listing the names, EINs, and separate company financial statement income or loss for each member of the controlled group treated as a single employer taken into account in the determination of "applicable corporation" under section 59(k)(1)(D).
- B** Is the corporation filing this form a member of a foreign-parented multinational group (FPMG) within the meaning of section 59(k)(2)(B)? Yes No
If "Yes," the corporation must complete Part V listing the names, EINs, and separate company financial statement income or loss for each member of the FPMG under section 59(k)(2)(B).

Part I Applicable Corporation Determination (Report all amounts in U.S. dollars.)

If you have already determined in current or prior years you are an applicable corporation, skip Part I and continue to Part II.

	(a) First Preceding Year Ended	(b) Second Preceding Year Ended	(c) Third Preceding Year Ended
1 Net income or loss per applicable financial statement(s) (AFS) (see inst):			
a Consolidated net income or loss per the AFS of the corporation	1a		
b Include AFS net income or loss of other includible entities (add net income and subtract net loss)	1b		
c Exclude AFS net income or loss of excludible entities (add net loss and subtract net income)	1c		
d Adjustment for certain consolidating entries (see instructions)	1d		
e Specified additional net income or loss item B. Reserved for future use	1e		
f AFS net income or loss of all entities in the test group before adjustments. Combine lines 1a through 1d	1f		
2 Adjustments (see instructions):			
a Financial statements covering different tax years	2a		
b Corporations that are not included on the taxpayer's consolidated return	2b		
c Aggregate pro-rata share of adjusted net income from controlled foreign corporations (CFCs) for which the corporation is a U.S. shareholder. If zero or less, enter -0- (attach Schedule A (Form 4626)) (see instructions for special rules if completing this form for an FPMG)	2c		
d Amounts that are not effectively connected to a U.S. trade or business (see instructions for special rules if completing this form for an FPMG)	2d		
e Certain taxes	2e		
f Patronage dividends and per-unit retain allocations (cooperatives only)	2f		
g Alaska native corporations	2g		
h Certain credits	2h		
i Mortgage servicing income	2i		
j Tax-exempt entities (organizations subject to tax under section 511)	2j		
k Depreciation	2k		
l Qualified wireless spectrum	2l		
m Covered transactions	2m		
n Adjustments related to bankruptcy and insolvency	2n		
o Certain insurance company adjustments	2o		
p Adjustment P - Reserved for future use	2p		
q Adjustment Q - Reserved for future use	2q		
r Adjustment R - Reserved for future use	2r		
s Adjustment S - Reserved for future use	2s		
z Other	2z		
3 Specified adjustment. Reserved for future use	3		
4 Total adjustments. Combine lines 2a through 2z	4		
5 AFSI. Combine lines 1f and 4	5		
6 AFSI of first, second, and third preceding tax years. Combine columns (a), (b), and (c) of line 5			6
7 3-year average annual AFSI (see instructions)			7

LHA For Paperwork Reduction Act Notice, see separate instructions.

416231 03-10-25

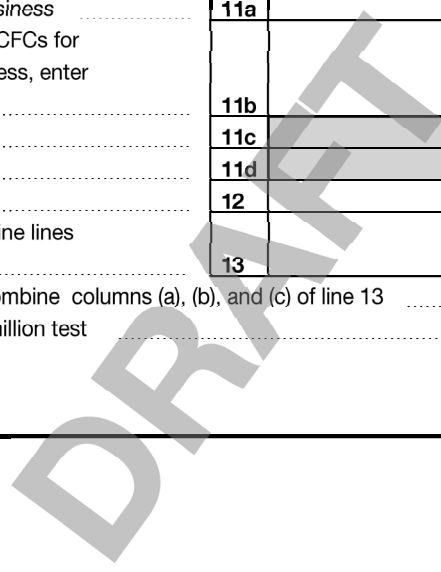
Form **4626** (2024)

Part I **Applicable Corporation Determination** (Report all amounts in U.S. dollars.) *(continued)*

- 8 Is line 7 more than \$1 billion?
 Yes. Continue to line 9.
 No. STOP here and attach to your tax return.
- 9 Is the corporation a member of an FPMG within the meaning of section 59(k)(2)(B)?
 Yes. Continue to line 10.
 No. Continue to Part II.

	(a) First Preceding Year Ended	(b) Second Preceding Year Ended	(c) Third Preceding Year Ended
10 AFSI for purposes of the \$100 million test before adjustments:			
a AFSI from line 5	10a		
b Aggregation differences (see instructions)	10b		
c Total AFSI for purposes of the \$100 million test before adjustments. Combine lines 10a and 10b	10c		
11 Adjustments:			
a Income not effectively connected to a U.S. trade or business	11a		
b Aggregate pro-rata share of adjusted net income from CFCs for which the corporation is a U.S. shareholder. If zero or less, enter -0- (attach Schedule A (Form 4626)) (see instructions)	11b		
c Reserved for future use - Other adjustments 1	11c		
d Reserved for future use - Other adjustments 2	11d		
12 Total adjustments. Combine lines 11a and 11b	12		
13 Total AFSI for purposes of the \$100 million test. Combine lines 10c and 12	13		
14 AFSI of first, second, and third preceding tax years. Combine columns (a), (b), and (c) of line 13	14		
15 3-year average annual AFSI for purposes of the \$100 million test	15		

- 16 Is line 15 \$100 million or more?
 Yes. Continue to Part II.
 No. STOP here. Attach to your tax return.



Part II Corporate Alternative Minimum Tax (CAMT)

1 Net income or loss per AFS (see instructions):		
a Consolidated net income or loss per the AFS of the corporation	1a	-23,877.
b Include AFS net income or loss of other includible entities (add net income and subtract net loss)	1b	
c Exclude AFS net income or loss of excludible entities (add net loss and subtract net income)	1c	
d Adjustment for certain consolidating entries (see instructions)	1d	
e Specified additional net income or loss item D. Reserved for future use	1e	
f AFS net income or loss before adjustments. Combine lines 1a through 1d	1f	-23,877.
2 Adjustments (see instructions):		
a Financial statements covering different tax years	2a	
b Reserved for future use - Adjustment 2b	2b	
c Corporations that are not included on the taxpayers - consolidated return (see instructions)	2c	
d The corporation's distributive share of adjusted financial statement income of partnerships	2d	
e Aggregate pro-rata share of adjusted net income from CFCs for which the corporation is a U.S. shareholder. Enter the amount from Part VI, Section II, line 3	2e	
f Amounts that are not effectively connected to a U.S. trade or business	2f	
g Certain taxes. Enter the amount from Part III, line 7	2g	
h Patronage dividends and per-unit retain allocations (cooperatives only)	2h	
i Alaska native corporations	2i	
j Certain credits	2j	
k Mortgage servicing income	2k	
l Covered benefit plans described in section 56A(c)(11)(B)	2l	
m Tax-exempt entities (organizations subject to tax under section 511)	2m	
n Depreciation	2n	
o Qualified wireless spectrum	2o	
p Covered transactions	2p	
q Adjustments related to bankruptcy and insolvency	2q	
r Certain insurance company adjustments	2r	
s AFSI adjustment S - Reserved for future use	2s	
t AFSI adjustment T - Reserved for future use	2t	
u AFSI adjustment U - Reserved for future use	2u	
z Other	2z	
3 Total adjustments. Combine lines 2a through 2z	3	
4 AFSI before financial statement net operating loss carryover. Combine lines 1f and 3	4	-23,877.
5 Financial statement net operating loss (FSNOL) (see instructions)	5	
6 AFSI. Subtract line 5 from line 4. If zero or less, enter -0-	6	
7 Multiply line 6 by 15% (0.15)	7	
8 Corporate alternative minimum tax foreign tax credit (CAMT FTC). Enter amount from Part IV, Section I, line 6 (see inst)	8	
9 Tentative minimum tax. Subtract line 8 from line 7. If zero or less, enter -0-	9	
10 Regular tax liability (see instructions)	10	
11 Base erosion minimum tax (see instructions)	11	
12 Combine lines 10 and 11	12	
13 Alternative minimum tax. Subtract line 12 from line 9. If zero or less, enter -0-. Enter here and on Form 1120, Schedule J, line 3, or the appropriate line of the corporation's income tax return	13	

Part III Adjustment for Certain Taxes Under Section 56A(c)(5)

1 Current income tax provision - Foreign	1	
2 Current income tax provision - Federal	2	
3 Deferred income tax provision - Foreign	3	
4 Deferred income tax provision - Federal	4	
5 Income taxes included in equity method investment income	5	
6a Adjustment A - Reserved for future use	6a	
b Adjustment B - Reserved for future use	6b	
c Adjustment C - Reserved for future use	6c	
d Adjustment D - Reserved for future use	6d	
e Adjustment E - Reserved for future use	6e	
f Adjustment F - Reserved for future use	6f	
g Adjustment G - Reserved for future use	6g	
h Adjustment H - Reserved for future use	6h	
z Income taxes in other places	6z	
7 Total. Combine lines 1 through 6z. Enter here and on Part II, line 2g	7	

Part IV Corporate Alternative Minimum Tax - Foreign Tax Credit

Section I - CAMT Foreign Tax Credit

1	Domestic corporation CAMT foreign income taxes:			
a	Total foreign taxes paid or accrued as reported on Form 1118, Schedule B, Part I, column 2(j)	1a		
b	Adjustment	1b		
c	Adjustment	1c		
d	Adjustment	1d		
e	Adjustment	1e		
f	Adjustment	1f		
g	Adjustment	1g		
2	Total domestic corporation CAMT foreign income taxes. Combine lines 1a through 1g.....		2	
3	Allowable CFC CAMT foreign income taxes:			
a	Pro-rata share of CFC CAMT foreign income taxes from Part IV, Section II, line 11, column (n)	3a		
b	Other	3b		
c	Carryover of excess foreign taxes (from Part IV, Section III, line 4, column (vii))	3c		
d	Total CFC CAMT foreign income taxes. Add lines 3a, 3b, and 3c		3d	
e	Percentage specified in section 55(b)(2)(A)(i)	3e	15%	
f	Aggregate pro-rata share of adjusted net income from CFCs for which the corporation is a U.S. shareholder. Enter the amount from Part VI, Section II, line 3 (see instructions)	3f		
g	CFC CAMT FTC limitation (multiply line 3e by line 3f)		3g	
h	Allowable CFC CAMT foreign income taxes (lesser of line 3d or line 3g)		3h	
4	CAMT FTC Line 4 - Reserved for future use		4	
5	CAMT FTC Line 5 - Reserved for future use		5	
6	Total CAMT foreign income taxes. Combine lines 2 and 3h. Enter this amount on Part II, line 8.....		6	

