

**REPORT ON THE ALLEGATIONS INTO  
SUPERINTENDENT DR. MARIE FEAGINS' CONDUCT  
CONSTITUTING TERMINATION**

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Memphis, Tennessee  
January 21, 2025

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## EXECUTIVE SUMMARY

This report provides an analysis of whether there is a factual basis for each of the charges set forth in the Memphis-Shelby County Schools Board of Education ("Board") Termination Resolution of December 17, 2024, and, if so, whether any conduct of Superintendent Dr. Marie Feagins ("Dr. Feagins") violated her Contract of Employment and/or any board policies. This report specifically considers the following four (4) allegations, three (3) of which were included in the Termination Resolution and one (1) that Special Counsel was asked to consider as part of its analysis:

A. Dr. Feagins misled the Board and members of the public when she stated during a Board Work Session that the District had paid employees \$1 million in overtime wages for time not worked.

B. Dr. Feagins accepted a donation of more than \$45,000.00 without Board approval, which is a violation of Board Policy.

C. Dr. Feagins was dishonest with the Board and the public when she stated that certain federal grant funds were still available to the District despite Dr. Feagins' failure to encumber the funds prior to the required deadline.

D. Dr. Feagins inappropriately interfered with the Formative Assessment RFP process, after the Evaluation Committee evaluated the responses and determined a winning vendor, by meeting with a losing bidder and then setting aside the Evaluation Committee's selection of the winning vendor and the entire RFP process.

For each allegation above, analysis was conducted within a five-day timeframe. The evaluation was limited to documents provided by Memphis-Shelby County Schools ("MSCS"), which included written correspondence and electronic communications. No subpoenas were issued; no interviews were conducted; and no independent information was considered. Notwithstanding these limitations, the items provided were sufficient to analyze the facts, which support the findings of multiple instances of violations of both the Contract of Employment and various Board Policies.

Particularly, this analysis finds that Dr. Feagins, on multiple occasions, violated Paragraph 13 of her Contract of Employment, which states, in part, that Dr. Feagins is required to "represent, enforce, and adhere to the highest ethical standards in all aspects of her interactions and transactions related to carrying out the duties of Superintendent."<sup>1</sup>

There is also sufficient evidence to support a finding that Dr. Feagins violated: (1) Board Policy 0000 by failing to add to either the Board Work Session or the full Board

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<sup>1</sup> See Appendix, Contract of Employment.

meeting agenda an item allowing for approval of a federal grant prior its expiration<sup>2</sup>; (2) Board Policy 1001 and Tenn. Code Ann. § 49-2-301(b)(1)(S) by failing to report pertinent information to the Board<sup>3</sup>; (3) Board Policy 1013 by publicly criticizing employees before conducting an investigation based on substantiated evidence, failing to maintain standards of exemplary professional conduct and failing to fulfill her professional duties with honesty and integrity, and failing to implement written policies adopted by the Board<sup>4</sup>; and (4) Board Policy 2019 by accepting a monetary donation without Board approval.<sup>5</sup>

However, with respect to the alleged interference with the Formative Assessment RFP Process, Special Counsel was unable to fully substantiate the claim.<sup>6</sup> Nonetheless, the findings contained herein conclude that Dr. Feagins violated her employment contract no less than eight (8) times and deviated from Board policy on at least nine (9) occasions.

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<sup>2</sup> See Appendix, Shelby County Board of Education Policy 0000 – School Board Meetings.

<sup>3</sup> See Appendix, Shelby County Board of Education Policy 1001 – School Superintendent and Tenn. Code Ann. §49-2-301(b)(1)(S).

<sup>4</sup> See Appendix, Shelby County Board of Education Policy 1013 – Superintendent Code of Ethics.

<sup>5</sup> See Appendix, Shelby County Board of Education Policy 2019 – Grants, Gifts, Donations & Sponsorships.

<sup>6</sup> See Appendix, Formative Assessment RFP 04032024SB.

## INTRODUCTION

This report is submitted to the Board of Education of Memphis-Shelby County Schools ("Board"), pursuant to the legal engagement authorized by the Board following the introduction of the Resolution Terminating Employment Contract of the Superintendent at the December 17, 2024 Board meeting.<sup>7</sup>

The report offers an analysis of whether there is a factual basis for each of the charges set forth in the Board's Termination Resolution, and, if so, whether any conduct of Superintendent Dr. Marie Feagins ("Dr. Feagins") violated her Contract of Employment and/or any board policies. It specifically considers four (4) allegations, three (3) of which were included in the Termination Resolution and one (1) that Special Counsel was asked to consider and include in the report.

The Board entered into a Contract of Employment with Dr. Feagins on April 1, 2024, employing her as the Superintendent of Memphis-Shelby-County Schools ("MSCS"). The term of employment under the Contract of Employment is for a period of four (4) years and ends at the close of business on March 31, 2028.

Pursuant to the Contract of Employment, it may be terminated for cause upon proof of one or more of the following bases:

- (i) material breach of any provision in this contract,
- (ii) violation of any Board policy; or
- (iii) violation of any state, local, or federal law.

If the Board terminates the Contract of Employment for cause, the Superintendent will be entitled to no further benefits or compensation. However, if the Contract of Employment is terminated without the consent of the Superintendent, or one or more of the reasons set forth in Article 15, Paragraph (C),<sup>8</sup> the Superintendent will be owed a severance payment of the lesser of eighteen (18) month's pay or the balance of the contract term.<sup>9</sup> Consequently, irrespective of the type of termination (i.e., termination for cause or unilateral termination) the parties agreed that the Board has the power to terminate the Superintendent's Contract of Employment.

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<sup>7</sup> See Appendix, Resolution Terminating Employment Contract.

<sup>8</sup> See Appendix, Contract of Employment, Article 15 of the Contract of Employment is titled "Unilateral Transfer" and does not address "reasons" for termination. Counsel surmises that this is a scrivener's error and the parties to the Contract of Employment meant Article 14 (C) which does set forth grounds for termination.

<sup>9</sup> See Appendix, Contract of Employment. Under Article 14 (D) of the Contract of Employment "Unilateral Termination" would require a payment to the Superintendent of a severance benefit of eighteen (18) month's pay.

The Resolution Terminating Employment Contract seeks to terminate the Contract of Employment of Superintendent Dr. Feagins for cause on three (3) bases. During Special Counsel's review of this matter, additional information was provided which was believed to provide additional grounds for termination, including information regarding the RFP Process 04032024SB for Formative Assessment issued on April 3, 2024, by MSCS Board of Education Procurement Services. Because the allegation related to RFP 04032024SB was sufficiently documented, it should, therefore, be properly considered.

## **ANALYSIS**

- A. Is there evidence that Superintendent Dr. Marie Feagins misled the Memphis-Shelby County School Board of Education and members of the public when she stated during a Board Work Session that the District had paid employees \$1 million in overtime wages for time not worked? Dr. Feagins never presented any evidence suggesting that her statement was true, nor did she correct or clarify her statement to the public.**

## **FACTS**

At the Board Work Session on July 23, 2024, Dr. Feagins requested that the Board amend and change the overtime policy whereby only the Superintendent, or her designee, could approve the working of overtime at MSCS schools. Dr. Feagins' stated reason for the proposed amendment to the policy was:

"We have an abuse of overtime. We have individuals who are submitting requests or have not submitted requests but have been paid and compensated for time not worked."

Dr. Feagins reported that the Board paid \$1 million dollars to employees who could not quantify what work had been performed.

The allegation made by Dr. Feagins is extremely serious, as such conduct by employees constitutes fraudulent behavior. Therefore, the alleged conduct would not only violate Board Policy 2018 – Fraud, Waste and Abuse<sup>10</sup> – and subject the offending employee to discipline, including termination, but it would also violate Federal and Tennessee state criminal statutes and, depending on the amount of financial loss, be punishable as a felony.

Board Policy 2018 specifically prohibits intentional deceptive activities that result in unauthorized benefits. It further identifies the falsification of official documents, i.e., "payroll records," as an example of fraudulent activity.

The allegation of overtime abuse made by Dr. Feagins against school employees was widely reported in print and electronic media.

Following the introduction of the Resolution Terminating Employment Contract at the December 17, 2024 Board meeting, Dr. Feagins was asked by Chairperson Joyce Dorse Coleman ("Chair Dorse Coleman") to respond to the allegations of misconduct in

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<sup>10</sup> See Appendix, Shelby County Board of Education Policy 2018 – Fraud, Waste and Abuse.

the Resolution, one of which was the assertion that the statement regarding employee theft of overtime was misleading and not factual.

I have reviewed both responses submitted by Dr. Feagins: (i) a January 6, 2025 letter to Chair Dorce Coleman<sup>11</sup>, and (ii) a January 14, 2025 memorandum to the Board.<sup>12</sup> Neither response directly addresses the question posed by the Board's inquiry. The January 6, 2025 letter from Dr. Feagins claims she could not respond without more detail about the specific policy violations.<sup>13</sup> Consequently, her January, 6, 2025 communication did not address the question.<sup>14</sup>

However, the January 14, 2025 memorandum distributed to the Board does offer an explanation. It claims that the statement was accurate for two (2) reasons. The first rationale was: (i) "it was clear that prior approval for overtime was not being obtained regularly and there was a history of failure to properly record and document overtime...."<sup>15</sup>

Dr. Feagins did not offer any substantive evidence to substantiate this statement. Moreover, it appears to be evasive and fails to directly respond to the question.

The second rationale was: (ii) "... the mere fact that overtime expenses have decreased by \$1 million (December 2023-December 2024) since the internal control measures and enhanced supervisory oversight were implemented under the superintendent's leadership."<sup>16</sup>

Again, this explanation does not answer the question posed by the Board. Moreover, Dr. Feagins did not offer any evidence to substantiate her prior statement that employees had engaged in fraudulent activity by submitting payment requests for overtime when no work was performed. Additionally, and pertinently, Dr. Feagins was not hired as Superintendent until April of 2024 and could not have put any new supervisory enhancements in place prior to that time period.

Dr. Feagins has not identified a single employee involved in the alleged fraudulent conduct nor produced an overtime request which was fraudulent. Making a false equivalence argument between two (2) things that are obviously unrelated (the implementation of an internal control measure which resulted in a reduction in overtime

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<sup>11</sup> See Appendix, Dr. Feagins' January 6, 2025 Letter to Chair Joyce Dorse Coleman.

<sup>12</sup> See Appendix, Dr. Feagins' January 14, 2025 Memorandum to Memphis Shelby County Board of Education.

<sup>13</sup> See Appendix, Dr. Feagins' January 6, 2025 Letter to Chair Joyce Dorse Coleman.

<sup>14</sup> See Appendix, Dr. Feagins' January 6, 2025 Letter to Chair Joyce Dorse Coleman.

<sup>15</sup> See Appendix, Dr. Feagins' January 14, 2025 Memorandum to Memphis Shelby County Board of Education.

<sup>16</sup> See Appendix, Dr. Feagins' January 14, 2025 Memorandum to Memphis Shelby County Board of Education.



pay as proof that employees were fraudulently submitting requests for overtime prior to the internal control measure) is troubling. Dr. Feagins' response is illogical and demonstrates flawed reasoning on multiple levels. At its essence, it is a non-answer.

Dr. Feagins' statement impugned the integrity of employees of MSCS that the Superintendent is duty bound and charged with leading. Dr. Feagins failed to provide any documents or even any relevant anecdotal evidence to substantiate her statement. In the absence of any evidence to support the statement, the only conclusion that can be reached is that it was not true. This conduct violated her duties to the Board by intentionally providing false information.

#### Violations of Contract of Employment

A. In Paragraph 13, the contract requires that Dr. Feagins represent, enforce, and adhere to the highest ethical standards in all aspects of her interactions and transactions related to carrying out the duties of Superintendent.<sup>17</sup> Dr. Feagins engaged in unethical conduct by making false and/or misleading statements regarding employee misuse of overtime to the Board and public on July 23, 2024.

B. In Paragraph 13, the contract requires that Dr. Feagins represent, enforce, and adhere to the highest ethical standards in all aspects of her interactions and transactions related to carrying out the duties of Superintendent.<sup>18</sup> Dr. Feagins engaged in unethical conduct by making false and/or misleading statements to the Board and public in her January 6, 2025 letter to Chair Dorse Coleman.<sup>19</sup>

C. In Paragraph 13, the contract requires that Dr. Feagins represent, enforce, and adhere to the highest ethical standards in all aspects of her interactions and transactions related to carrying out the duties of Superintendent.<sup>20</sup> Dr. Feagins engaged in unethical conduct by making false and/or misleading statements to the Board and public in her January 14, 2025 memorandum to the Board.<sup>21</sup>

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<sup>17</sup> See Appendix, Contract of Employment.

<sup>18</sup> See Appendix, Contract of Employment.

<sup>19</sup> See Appendix, Dr. Feagins' January 6, 2025 Letter to Chair Joyce Dorse Coleman.

<sup>20</sup> See Appendix, Contract of Employment.

<sup>21</sup> See Appendix, Dr. Feagins' January 14, 2025 Memorandum to Memphis Shelby County Board of Education.

### Violations of Board Policies

A. Dr. Feagins violated Board Policy 1001 and T.C.A. § 49-2-301(b)(S) by failing to make a report to the Board on January 6, 2025 if she had evidence showing that any portion of MSCS funds had been misappropriated or in any way illegally disposed of.<sup>22</sup>

B. Dr. Feagins violated Board Policy 1013, Article III, which states: "I will not criticize employees publicly, but will make warranted investigations and act only on substantiated evidence" by making unsubstantiated statements regarding employee misuse of overtime.<sup>23</sup>

C. Dr. Feagins violated Board Policy 1013, Article V, by failing to maintain standards of exemplary professional conduct and failing to fulfill her professional duties with honesty and integrity by making misleading statements regarding employee misuse of overtime.<sup>24</sup>

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<sup>22</sup> See Appendix, Shelby County Board of Education Policy 1001 – School Superintendent and Tenn. Code Ann. §49-2-301(b)(1)(S).

<sup>23</sup> See Appendix, Shelby County Board of Education Policy 1013 – Superintendent Code of Ethics.

<sup>24</sup> See Appendix, Shelby County Board of Education Policy 1013 – Superintendent Code of Ethics.

**B. Is there evidence that Dr. Feagins accepted a donation of more than \$45,000.00 without Board approval? At a Board Work Session, Dr. Feagins misrepresented her knowledge of, and involvement in, depositing the unapproved donation check in violation of Board Policy.**

### **FACTS**

Board Policy 2019 – Grants, Gifts, Donations, & Sponsorships – establishes the guidelines for the acceptance of grants, gifts, donations, and/or sponsorships by MSCS.<sup>25</sup>

The allegation is that Dr. Feagins, in violation of Board Policy 2019, accepted and directed that a \$45,635.33 donation<sup>26</sup> from SchoolSeed Foundation be deposited in August 2024 without the approval of the Board.<sup>27</sup> When the Board made an inquiry about this policy violation during the November 19, 2024 Board Work Session, Dr. Feagins denied having any knowledge of the donation until the week prior.

Evidence provided to Special Counsel irrefutably establishes that Dr. Feagins directed a school administrator on July 21, 2024 to “ensure these funds are represented in whole right now and delineated appropriately and provide insight into the account for me daily.”<sup>28</sup> Further, evidence provided to Special Counsel establishes that the donation is reflected in the October 2024 Financial Report.<sup>29</sup>

Following the introduction of the Resolution Terminating Employment Contract at the December 17, 2024 Board meeting, Dr. Feagins was asked by Chair Dorse Coleman to respond to the allegations of misconduct in the Resolution. Special Counsel reviewed both responses submitted by Dr. Feagins: (i) a January 6, 2025 letter to Joyce Dorse Coleman, and (ii) a January 14, 2025 memorandum to the Board. The January 6, 2025 correspondence from Dr. Feagins did not respond to this matter and instead claims she could not respond without more detail about the specific policy violations.<sup>30</sup> Consequently, in this communication, she did not address the question.

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<sup>25</sup> See Appendix, Shelby County Board of Education Policy 2019 – Grants, Gifts, Donations & Sponsorships.

<sup>26</sup> Donation is defined as property, money, goods, or services irrevocably given for the benefit of a school or the District without any direct commercial/return benefit. See Appendix, Shelby County Board of Education Policy 2019 – Grants, Gifts, Donations & Sponsorships, III.

<sup>27</sup> Any gift, donation or sponsorship of \$15,000.00 or above requires acceptance by the Board. See Policy 2019 (C)(c).

<sup>28</sup> See Appendix, Email from Dr. Marie Feagins to Leslie Knighten and others dated July 21, 2024.

<sup>29</sup> See Appendix, Financial Reports dated October 31, 2024, page 11.

<sup>30</sup> See Appendix, Dr. Feagins' January 6, 2025 Letter to Chairperson Joyce Dorse Coleman.

However, the January 14, 2025 memorandum distributed to the Board offers several explanations. First, it claims that the donation was “presented to the Board for acceptance promptly upon the superintendent’s knowledge of the District’s receipt of the same.”<sup>31</sup> Based on the documentary proof provided to Special Counsel this statement is false.

The January 14, 2025 memorandum distributed to the Board also makes the following statement:

... the Board’s claim of misrepresentation by the Superintendent related to knowledge of and involvement in depositing the donation check is completely meritless. The Board fails to provide a single fact to support it. The Board has not and cannot demonstrate that the superintendent knew about the donation check or that the superintendent was involved in receiving or depositing the donation check because the superintendent had no knowledge or involvement in the process.<sup>32</sup>

The explanation provided by Dr. Feagins is directly contradicted by her own email communication dated July 21, 2024, and the Financial Report dated October 31, 2024.<sup>33</sup>

#### Violations of Contract of Employment

A. Paragraph 13 of the contract requires that Dr. Feagins represent, enforce, and adhere to the highest ethical standards in all aspects of her interactions and transactions related to carrying out the duties of Superintendent.<sup>34</sup> Dr. Feagins engaged in unethical conduct by making false and/or misleading statements to the Board and public on November 19, 2024 related to the receipt and deposit of grant funds from SchoolSeed Foundation.

B. Paragraph 13 requires that Dr. Feagins represent, enforce, and adhere to the highest ethical standards in all aspects of her interactions and transactions related to carrying out the duties of Superintendent.<sup>35</sup> Dr. Feagins engaged in unethical conduct by making false and/or misleading statements to the Board and public in her January 6, 2025 letter to Chair Joyce Dorse Coleman related to the receipt and deposit of grant funds from SchoolSeed Foundation.

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<sup>31</sup> See Appendix, Dr. Feagins’ January 14, 2025 Memorandum to Memphis Shelby County Board of Education.

<sup>32</sup> See Appendix, Dr. Feagins’ January 14, 2025 Memorandum to Memphis Shelby County Board of Education.

<sup>33</sup> See Appendix, Email from Dr. Marie Feagins to Leslie Knighten and others dated July 21, 2024 and Financial Reports dated October 31, 2024, page 11.

<sup>34</sup> See Appendix, Contract of Employment.

<sup>35</sup> See Appendix, Contract of Employment.

C. Paragraph 13 requires that Dr. Feagins represent, enforce, and adhere to the highest ethical standards in all aspects of her interactions and transactions related to carrying out the duties of Superintendent.<sup>36</sup> Dr. Feagins engaged in unethical conduct by making false and/or misleading statements to the Board and public in her January 14, 2025 memorandum to the Board related to the receipt and deposit of grant funds from SchoolSeed Foundation.

#### Violations of Board Policies

A. Dr. Feagins violated Board Policy 2019 by accepting a \$45,635.33 donation without Board approval.<sup>37</sup>

B. Dr. Feagins violated Board Policy 1013, Article IV, by failing to implement written policies as adopted by the Board by misrepresenting her knowledge of, and involvement in, accepting and depositing a \$45,635.33 donation without Board approval.<sup>38</sup>

C. Dr. Feagins violated Board Policy 1013, Article V, by failing to maintain standards of exemplary professional conduct and failing to fulfill her professional duties with honesty and integrity by misrepresenting her knowledge of, and involvement in, accepting and depositing a \$45,635.33 donation without Board approval.<sup>39</sup>

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<sup>36</sup> See Appendix, Contract of Employment.

<sup>37</sup> See Appendix, Shelby County Board of Education Policy 2019 – Grants, Gifts, Donations & Sponsorships.

<sup>38</sup> See Appendix, Shelby County Board of Education Policy 1013 – Superintendent Code of Ethics.

<sup>39</sup> See Appendix, Shelby County Board of Education Policy 1013 – Superintendent Code of Ethics

- C. **Was Dr. Feagins dishonest with the Board and the public when she stated that certain federal grant funds were still available to the District? Dr. Feagins failed to encumber the referenced funds prior to the required deadline.**

### **FACTS**

The federal grant funds (\$304,000.00) at issue concern a federal grant pursuant to the American Rescue Plan Act of 2021. This federal program provides financial support to schools to identify and assist students experiencing homelessness, allowing them to access education and the ability to participate in school activities despite their housing situation. Federal grants have a limited life in which the recipient must use the funds. On September 25, 2024, MSCS sent a Letter of Intent to Award the RFP for Homeless Identification & Emergency Support to SchoolSeed Foundation.<sup>40</sup>

Federal grant funds must be used on a timely basis. The condition applicable to these grant funds was that the funds had to be obligated or secured by September 30, 2024.<sup>41</sup> Although, the Letter of Intent had been sent to SchoolSeed Foundation on September 25, 2024, the Board was not provided with a contract to approve prior to the expiration of the deadline. Consequently, the grant funds were returned to the Department of Education by the State as required by federal law.<sup>42</sup>

On December 6, 2024, Vincent McCaskill stated in an email sent to the state of Tennessee:

"It was my prayer that there would be some way we could save these resources. But I do understand that the State has to follow the federal statute regarding the September 30, 2024 deadline to secure the contract for these resources to be used. It breaks my heart that Memphis Shelby County Schools will have to return those funds to the Department of

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<sup>40</sup> See Letter of Intent for RFP# 07162024JKG Homeless Identification & Emergency Support dated September 25, 2024.

<sup>41</sup> Under state administered programs, a grantee must obligate the funds during the fiscal year for which the funds were appropriated or during the succeeding fiscal year. See, 34 CFR 76.709 Funds may be obligated during a "carryover period":

(a) If a state or a subgrantee does not obligate all of its grant or subgrant funds by the end of the fiscal year for which Congress appropriated the funds, it may obligate the remaining funds during a carryover period of one additional year.

(b) The state shall return to the Federal Government any carryover funds not obligated by the end of the carryover period by the State and its subgrantees.

<sup>42</sup> See Email from Vincent McCaskill, President and CEO SchoolSeed Foundation to Board of Education dated December 7, 2024.

Education. Thank you for helping us understand and we will work to identify private resources to cover this gaping hole.”<sup>43</sup>

On December 3, 2024, Dr. Feagins advised the Board that MSCS still had access to the grant funds; although, the September 30, 2024 deadline to obligate the funds had expired.

Following the introduction of the Resolution Terminating Employment Contract at the December 17, 2024 Board meeting, Dr. Feagins was asked by Chair Dorse Coleman to respond to the allegations of misconduct in the Resolution. I have reviewed both responses submitted by Dr. Feagins: (i) a January 6, 2025 letter to Chair Dorse Coleman, and (ii) a January 14, 2025 memorandum to the Board.

The January 6, 2025 letter from Dr. Feagins did not respond to this matter and instead claims she could not respond without more detail about the specific policy violations. Consequently, this communication did not address the question.<sup>44</sup>

However, the January 14, 2025 memorandum distributed to the Board provides several explanations. First, it claims that the Board has made an intentional misrepresentation to the public and specifically states “...the funds were available as stated by the superintendent and have since been State-approved and allocated to the District.”<sup>45</sup>

Based on the documentary proof provided to Special Counsel, this statement is only accurate to a degree, but not completely. Federal grant funds to help the student homelessness population were not available after the expiration of the deadline. However, the State did allow the District to use some grant funds as a reimbursement for incurred expenses and salaries.

The January 14, 2025 memorandum also makes the following statement: “[b]ecause there was no contract in place by September 30, the funds were used for other allowable activities and approved by the Tennessee Department of Education.”<sup>46</sup> Based on the documentary proof provided to Special Counsel, this statement is also only accurate to a degree, but not completely.

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<sup>43</sup> Email communication from Vincent McCaskill to Vanessa Waters, McKinney-Vento and Immigrant Grant Manager for the State of Tennessee, dated December 6, 2024.

<sup>44</sup> See Appendix, Dr. Feagins’ January 6, 2025 Letter to Chairperson Joyce Dorse Coleman.

<sup>45</sup> See Appendix, Dr. Feagins’ January 14, 2025 Memorandum to Memphis Shelby County Board of Education.

<sup>46</sup> See Appendix, Dr. Feagins’ January 14, 2025 Memorandum to Memphis Shelby County Board of Education.

The truth is that the grant funds were lost and no funds were available to provide to the intended recipients – the student homeless population – with emergency shelter, food, and transportation. After the deadline expired, the State allowed the District to be reimbursed for expenses and salaries only, but it could not use any funds for the intended grant purpose.

#### Violations of Contract of Employment

A. Paragraph 13 requires that Dr. Feagins represent, enforce, and adhere to the highest ethical standards in all aspects of her interactions and transactions related to carrying out the duties of Superintendent.<sup>47</sup> Dr. Feagins engaged in unethical conduct by making false and/or misleading statements to the Board and public related to the availability of the federal grant funds.

B. Paragraph 13 requires that Dr. Feagins represent, enforce, and adhere to the highest ethical standards in all aspects of her interactions and transactions related to carrying out the duties of Superintendent.<sup>48</sup> Dr. Feagins engaged in unethical conduct by making false and/or misleading statements to the Board and public in her January 14, 2025 memorandum by not advising that the grant funds were lost and the only use approved by the State was for expense reimbursement.

#### Violations of Board Policies

A. Dr. Feagins violated Board Policy 0000, Paragraph C, by failing to add to either the Board Work Session or the full Board meeting agenda any item allowing for approval of the federal grant prior to the expiration of the September 30, 2024 deadline.<sup>49</sup>

B. Dr. Feagins violated Board Policy 1013, Article IV by failing to implement written policies as adopted by the Board, and by failing to add to either the Board Work Session or the full Board meeting agenda any item allowing for approval of the federal grant prior to the expiration of the September 30, 2024 deadline.<sup>50</sup>

C. Dr. Feagins violated Board Policy 1013, Article V by failing to maintain standards of exemplary professional conduct and by failing to fulfill her professional duties with honesty and integrity as she misled the Board about the availability of the homelessness

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<sup>47</sup> See Appendix, Contract of Employment.

<sup>48</sup> See Appendix, Contract of Employment.

<sup>49</sup> See Appendix, Shelby County Board of Education Policy 0000 – School Board Meetings.

<sup>50</sup> See Appendix, Shelby County Board of Education Policy 1013 – Superintendent Code of Ethics.



grant funds after failing to obligate the grant funds prior to the expiration of the September 30, 2024 deadline.<sup>51</sup>

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<sup>51</sup> See Appendix, Shelby County Board of Education Policy 1013 – Superintendent Code of Ethics.

**D. Did Dr. Feagins inappropriately interfere with the Formative Assessment RFP process, after the Evaluation Committee evaluated the responses and determined a winning vendor by meeting with a losing bidder and then setting aside the RFP process?**

### **FACTS**

MSCS procurements are governed by Policy 2006 which provides in pertinent part:

**PURCHASES OF SUPPLIES, FURNITURE, FIXTURES AND MATERIAL OF EVERY KIND AND SERVICE CONTRACTS:** All purchases of supplies, furniture, fixtures and material of every kind that are subject to the competitive bid requirements of T.C.A. § 49-2-203 shall be purchased through the Board's Executive Committee (Chairman and Superintendent); provided that all single contracts for any of the aforementioned purchases and service contracts including but not limited to Professional Services Contracts, exceeding Two-Hundred, Fifty Thousand Dollars (\$250,000) or extending beyond September 2013, must be approved by the Board. For all items subject to competitive bid, the requirements of the bid, the final award and, after the bid has been awarded, the amount of the bid award and name of bidder must be posted on the SCBE website.<sup>52</sup>

The 2023-2024 school year was the final year of MSCS' contract with Instructure, the vendor that provided the Formative Assessment platform, MasteryConnect, used by school administrators to measure the performance of students. A formative assessment is a process that provides feedback to students during the school year to help improve teaching and learning. It is an assessment that occurs throughout a course of study and is designed to help identify areas that students may need to improve. MSCS had contracted with Instructure for the five (5) previous school years for this service.

On March 13, 2024, MSCS posted RFP 04032024SB to contract with a vendor to provide the District with a Formative Assessment platform and mandated that all proposals from interested vendors be received by April 3, 2024. **RFP 04032024SB specifically prohibited any vendor interested in submitting a proposal from contacting the Board or MSCS regarding the RFP.** Any violation of this requirement could subject the offending vendor to immediate disqualification.<sup>53</sup>

### **SUMMARY TIMELINE OF PERTINENT EVENTS**

April 3, 2024 – Nine (9) vendors submitted proposals in response to RFP 04032024SB.

April 18, 2024 – Vendor responses were provided to the Evaluation Committee.

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<sup>52</sup> See Appendix, Shelby County Board of Education Policy 2006 – Purchasing Authority.

<sup>53</sup> See Appendix, Formative Assessment RFP 04032024SB.

April 22, 2024 – Vendor responses were graded and assessed by the Evaluation Committee.

May 6th and 7<sup>th</sup>, 2024 – Vendors made virtual presentations to the Evaluation Committee.

**May 15, 2024 – Chris Ball, President and COO of Instructure, sent an email communication to Dr. Feagins congratulating her on being selected Superintendent and he requested a virtual meeting.**<sup>54</sup>

**May 19, 2024 – Dr. Brant Riedel, Director of Assessment and Accountability, provided an overview of RFP 04032024SB. In the overview provided, Dr. Riedel specifically advised Dr. Feagins that Instructure was a competing vendor, "...currently reviewing formative assessment proposals received in response to an RFP. One of the proposals received is from Instructure."**<sup>55</sup>

May 22, 2024 – Dr. Brant Riedel sent an email communication requesting that the Evaluation Committee finalize scoring for RFP 04032024SB, because of a need to make a recommendation to move forward with negotiating/finalizing a contract prior to the July 2024 Board meeting.

June 3, 2024 – Dr. Feagins held a meeting during which she expressed a desire for schools to be able to develop or select their own short-cycle/formative assessments.

**June 5, 2024 – The Evaluation Committee ranked Renaissance as the highest scoring vendor. Instructure earned the lowest score and was ranked last, in part because it had the highest cost.**<sup>56</sup>

June 5, 2024 – Dr. Brant Riedel provided a briefing document to Dr. Feagins which included Formative Assessment Options.

June 10, 2024 – Dr. Brant Riedel communicated that the formative assessment brief was more urgent because of the need to get Renaissance on the agenda for the July Board meeting.

June 12, 2024 – William E. White, Office of Strategy & Performance, communicated to Dr. Feagins: "...the team recognizes you would like us to move toward an in-house, teacher developed process..." "...I just wanted to confirm you do not want

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<sup>54</sup> See Appendix, Email from Chris Ball, President and COO of Instructure, to Dr. Marie Feagins dated May 15, 2024.

<sup>55</sup> See Appendix, Overview of RFP 04032024SB prepared by Dr. Brant Riedel, Director of Assessment and Accountability, dated May 15, 2024.

<sup>56</sup> See Appendix, Final Scorecard for RFP 04032024SB.

us to move forward with a contract for a formative assessment system to replace MasteryConnect.”

**June 18, 2024 – Brant Riedel communicated “...based on another meeting with the Superintendent yesterday and feedback..., the Superintendent does not want us to purchase an item bank or formative assessment platform from a vendor.”<sup>57</sup>**

August 28, 2024 – Laqueeya Braxton requested a Best and Final Offer (BAFO) from all vendors to be submitted on September 3, 2024. “...Multiple vendors will receive awards and each school will have the authority to select which vendor product to use.”

September 3, 2024 – Instructure submitted a response to the BAFO with a \$0.00 cost for the 24-25 school year.

September 12, 2024 – Jared Myracle updated senior leadership on a meeting with Dr. Feagins that occurred on September 11, 2024, whereby schools with contracts in place with assessments vendors could utilize that resource for formative assessments (in addition to MasteryConnect). Any school without a contracted vendor was directed to use MasteryConnect.

September 12, 2024 – Bill White communicated: “...sounds like legal and procurement should move forward finalizing contract with Instructure.”

September 12, 2024 – Jared Myracle communicated that it was his understanding that Dr. Feagins wants to allow schools that have entered contracts to be able to utilize those and everyone else to use MasteryConnect since it is zero cost.

**On September 21, 2024 – Instructure sent email communication inviting school officials to a meeting on September 26<sup>th</sup>. “...[W]e are so excited to be partnering with Shelby County on the implementation of MasteryConnect Productive Assessments. Superintendent Feagins has given us permission to move forward with this project....”<sup>58</sup>**

September 25, 2024 – Gwendolyn Johnson refused to attend the meeting arranged by Instructure, because Instructure did not have a contract and no intent to award had been issued.

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<sup>57</sup> See Appendix, Email from Brant Riedel dated June 18, 2024 regarding RFP 04032024SB.

<sup>58</sup> See Appendix, Outlook Invitation from Instructure to MSCS for meeting on September 26, 2024

September 26, 2024 – Mary Morrisbright refused to attend the meeting with Instructure: “...why is this vendor getting preferential treatment in a public procurement process over all of the other vendors that proposed.”

**September 26, 2024 – Monica Jordan communicated that Dr. Feagins had approved moving forward with executing the no cost agreement with Instructure.<sup>59</sup>**

September 26, 2024 – MSCS General Counsel’s Office recommended cancelling the meeting with Instructure over concerns about preserving the integrity of the procurement process.

**September 26, 2024 – the Regional Rep for Instructure advised that the CEO had met with Dr. Feagins the week prior (week of September 16th) and that Dr. Feagins had agreed to sign a contract with Instructure for no-cost for MasteryConnect.**

#### Violations of Contract of Employment *and* Violations of Board Policies

In analyzing the procurement process for RFP 04032024SB there are several facts which are firmly established by the documentary proof provided to Special Counsel. First, the Formative Assessment being procured was subject to the competitive bid requirements mandated by Policy 2006 and state law.

Second, in compliance with Policy 2006, MSCS issued a request for proposal which sought proposals from interested vendors.<sup>60</sup>

Third, nine (9) different vendors submitted proposals which were evaluated by an Evaluation Committee.

Fourth, Renaissance was selected as having submitted the most responsive proposal and Instructure was ranked by the Evaluation Committee as having submitted the least responsive proposal and was ranked last.

Fifth, the administrative staff targeted the July 2024 Board meeting for a vote to approve a contract with Renaissance.

Sixth, the contract with Renaissance was not presented to the Board at the July Board meeting.

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<sup>59</sup> See Appendix, Email from Monica Jordan, Program Director, to MSCS senior leaders dated September 26, 2024

<sup>60</sup> See Appendix, Shelby County Board of Education Policy 2006 – Purchasing Authority.

However, there are other critical facts which may impact the analysis (one way or the other) which have not been firmly established.

First, the meeting between Dr. Feagins and the COO for Instructure in June 2024 has not been verified. If this meeting occurred, Dr. Feagins violated her Contract of Employment as Paragraph 13 requires that Dr. Feagins represent, enforce, and adhere to the highest ethical standards in all aspects of her interactions and transactions related to carrying out the duties of Superintendent.

Dr. Feagins' attendance at this meeting would also constitute a violation of Board Policy 2006, governing the procurement process and the requirements of RFP 04032024SB.

Second, the meeting between Dr. Feagins and Instructure in September 2024 was reported by Instructure to have occurred; however, Special Counsel was unable to firmly establish the accuracy of this report. If the alleged meetings in June 2024 and September 2024 occurred, Dr. Feagins not only violated Paragraph 13 of her Contract of Employment, but such conduct would also constitute violations of Board Policy 2006, governing the competitive bid process and the requirements of RFP 04032024SB.

## **LIMITATIONS**

This analysis was conducted between January 15, 2025, and January 20, 2025. The unusually compressed timeframe was due to Dr. Feagins' submission of her memorandum on January 14, 2025, during the Board Work Session.

Additionally, the scope of this analysis was limited to documents provided by MSCS, which included written correspondence and electronic communications. Special Counsel had no authority to issue subpoenas; conduct interviews under oath; nor to identify or consider independent information. Therefore, no subpoenas were issued; no interviews were conducted; and no independent information was considered.

## **FINDINGS**

For each allegation above, analysis was conducted within a five-day timeframe and limited to documents provided by MSCS, which included written correspondence and electronic communications, Board Policies, Dr. Feagins' Contract of Employment, the January 6, 2025 letter from Dr. Feagins, and the January 14, 2025 memorandum submitted by Dr. Feagins. No subpoenas were issued; no interviews were conducted; and no independent information was considered. Notwithstanding these limitations, an analysis of the facts provided allows for findings of multiple instances of violations.

Particularly, this analysis finds that on eight (8) occasions Dr. Feagins violated Paragraph 13 of the Contract of Employment, which states in part that Dr. Feagins is required to "represent, enforce, and adhere to the highest ethical standards in all aspects of her interactions and transactions related to carrying out the duties of Superintendent."

There is also sufficient evidence to substantiate a finding that Dr. Feagins violated Board Policy no less than nine (9) times, including Board Policy 0000, Paragraph C, by failing to add to either the Board Work Session and/or the full Board meeting agenda an item allowing for approval of the federal grant prior to its expiration on September 30, 2024; Board Policy 1001 and T.C.A. § 49-2-301(b)(S) by failing to report pertinent information to the Board; Board Policy 1013 by failing to maintain standards of exemplary professional conduct and failing to fulfill her professional duties with honesty and integrity with respect to unsubstantiated allegations of misused overtime; and Board Policy 2019 by misrepresenting her knowledge of, and involvement in, accepting and depositing a monetary donation without Board approval.

However, with respect to the alleged interference with the Formative Assessment RFP Process, Special Counsel was unable to fully substantiate the claim. Given that the allegation was not included in the December 17, 2024 Termination Resolution, and Dr. Feagins was not apprised of this allegation prior to her January 6, 2025 letter or the January 14, 2025 memorandum, there is no written communication from her defining,

explaining, or defending her actions. Therefore, Special Counsel cannot definitively conclude that Board Policy 2006 or RFP 04032024SB was violated.

Finally, Special Counsel finds that sufficient evidence exists to substantiate a finding that Dr. Feagins, on multiple occasions, violated both her Contract of Employment and numerous Board Policies. As it has been established that her Contract of Employment allows the Board to exercise its right to terminate its employment relationship with Dr. Feagins either for cause or through unilateral termination, the Board may use the information contained herein to make an informed decision on how best to proceed.



## **APPENDIX**

1. Contract of Employment
2. Shelby County Board of Education Policy 0000 – School Board Meetings
3. Shelby County Board of Education Policy 1001 – School Superintendent
4. Tenn. Code Ann. §49-2-301(b)(1)(S) – Director of Schools
5. Shelby County Board of Education Policy 1013 – Superintendent Code of Ethics
6. Shelby County Board of Education Policy 2019 – Grants, Gifts, Donations & Sponsorships
7. Formative Assessment RFP 04032024SB
8. Resolution Terminating Employment Contract, December 17, 2024
9. Shelby County Board of Education Policy 2018 – Fraud, Waste and Abuse
10. Dr. Feagins' January 6, 2025 Letter to Chair Joyce Dorse Coleman
11. Dr. Feagins' January 14, 2025 Memorandum to Memphis Shelby County Board of Education
12. Email from Dr. Marie Feagins to Leslie Knighten and others dated July 21, 2024
13. Financial Reports dated October 31, 2024
14. Letter of Intent for RFP #07162024JJKG Homeless Identification & Emergency Support dated September 25, 2024
15. Emails from Vincent McCaskill, President and CEO of SchoolSeed Foundation, to Board members dated December 7, 2024 and from or to Vanessa Waters, McKinney-Vento and Immigrant Grant Manager for the State of Tennessee dated December 6, 2024
16. Shelby County Board of Education Policy 2006 – Purchasing Authority
17. Email from Chris Ball, President and COO of Instructure, to Dr. Marie Feagins dated May 15, 2024 and Overview of RFP 04032024SB prepared by Dr. Brant Riedel, Director of Assessment and Accountability, dated May 19, 2024
18. Final Scorecard for RFP 04032024SB
19. Email from Brant Riedel dated June 18, 2024 regarding RFP 04032024SB
20. Outlook Invitation from Instructure to MSCS for meeting on September 26, 2024
21. Email from Monica Jordan, Program Director, to MSCS senior leaders dated September 26, 2024

# **Appendix One**

**CONTRACT OF EMPLOYMENT**  
**Between**  
**Dr. Marie Feagins**  
**and the**  
**MEMPHIS-SHELBY COUNTY BOARD OF EDUCATION**

This Employment Contract is entered into this 1<sup>st</sup> day of April 2024, by and between the **Memphis-Shelby County Board of Education**, hereinafter referred to as the "BOARD", and **Dr. Marie Feagins**, hereinafter referred to as the "SUPERINTENDENT".

**WITNESSETH:**

**WHEREAS** the BOARD is desirous of securing a SUPERINTENDENT of Schools to supervise and direct the schools and educational programs offered by the schools under the general supervision of the BOARD; and

**WHEREAS** the BOARD, in accordance with its action as found in the minutes of its Board meeting held on the 9<sup>th</sup> day February 2024, wherein it voted to elect Dr. Marie Feagins SUPERINTENDENT subject to state law that a written contract being agreed to, approved by the BOARD, signed by Dr. Marie Feagins and the Chairperson of the BOARD; and

**WHEREAS** the BOARD and the SUPERINTENDENT believe a written employment contract agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of Memphis-Shelby County Schools; and

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the BOARD hereby employs Dr. Marie Feagins as SUPERINTENDENT of Schools of the Memphis-Shelby County Board of Education, and the SUPERINTENDENT hereby accepts such employment upon the terms and conditions as follows:

1. **EMPLOYMENT AND TERM.** In accordance with the terms and provisions herein contained, the parties acknowledge and agree that the SUPERINTENDENT will serve for a period of four (4) years commencing on April 1, 2024, the date of signature of the Chairperson and SUPERINTENDENT, and ending at close of business on March 31, 2028 ("Term").
2. **RENEWAL OF CONTRACT.** The parties may agree to enter into a new Contract at the conclusion of the Contract. This Contract may be renewed, as permitted by applicable law by vote of the BOARD at a duly called and held meeting of the BOARD in accordance and strict compliance with the terms of T.C.A. Section 49-2-203(a)(14)(C). In the event the BOARD decides not to re-elect, renew, or re-employ the SUPERINTENDENT upon the expiration of the Term, the BOARD will notify the

SUPERINTENDENT of this decision at least ninety (90) days prior to the expiration of the contract Term.

Nothing herein, however, shall prevent the BOARD and SUPERINTENDENT from negotiating a new contract, in whole or in part, at any time hereafter. In no case, however, shall the contract term, any prior or preceding SUPERINTENDENT contract and/or extensions exceed four (4) years when taken together.

3. **DUTIES.** The SUPERINTENDENT shall have full charge of the administration of the schools under the general supervision of the BOARD to include education programs, administration, financial matters, procurement and contracting, personnel matters and all other business and administrative matters concerning the school system. She shall perform the duties specified in Tennessee Code Annotated as well as those listed in the job description for the SUPERINTENDENT as adopted by the BOARD, or as it may be amended from time to time during the term of this contract. Such job description and any amendments made thereto are hereby incorporated in this contract by reference as if fully stated herein. The SUPERINTENDENT shall adhere to the policies promulgated by the BOARD and shall have full authority to enforce such policies. Additionally, the SUPERINTENDENT shall have authority to organize, reorganize and arrange the central office, including instruction and business affairs, as is deemed necessary, consistent with applicable law and school board policy. The SUPERINTENDENT shall serve as secretary to the BOARD, shall attend each meeting of the BOARD, including executive session, unless excused by the BOARD, and shall serve as an *ex officio* member of each committee established by the BOARD.

The SUPERINTENDENT shall prepare with the advice and consent of the Board, a management plan for the District. The Management Plan shall include agreed upon goals and objectives, an outline of necessary programs and activities to achieve those objectives, measurements to determine progress toward those objectives, and annual and mid-year reports of progress and accomplishments toward the stated goals reports to the BOARD. It shall be agreed between the BOARD and SUPERINTENDENT that all goals and objectives formulated by the BOARD and the SUPERINTENDENT shall be attainable within the time limitations specified for each. It shall be further agreed that the goals and objectives formulated herein shall be subject to annual operating and capital budget appropriations.

A. **Board/Superintendent Communication and Working Relationships.**

1. No later than June 1, 2024, and annually thereafter, the BOARD and the SUPERINTENDENT shall meet to discuss and agree on the process and procedures for how they will communicate and work together.
2. In addition, the BOARD, individually and collectively, is encouraged to promptly refer to SUPERINTENDENT any criticism, complaints, and suggestions called to their attention, for the SUPERINTENDENT's study and recommendation, if necessary.

3. The SUPERINTENDENT shall report as promptly as feasible all such significant matters pertinent to the Board's responsibility to oversee the operation of the school district.
4. **COMPENSATION.** For all services rendered, by the SUPERINTENDENT pursuant to this contract, the BOARD shall pay to and provide for the SUPERINTENDENT the following salary:
  - A. **Salary.** The BOARD shall pay the SUPERINTENDENT an annual base salary of \$325,000.00 (three hundred twenty-five thousand dollars), less appropriate deductions for employment taxes and income tax withholding, for the first year of this contract. Upon receiving a satisfactory evaluation by the BOARD based on goals and criteria agreed upon by the BOARD and SUPERINTENDENT, the BOARD shall have the unilateral right to adjust the salary upward. Such Salary shall be paid in accordance with the BOARD's normal payroll practices.
5. **EVALUATION.** In accordance with Tennessee law and BOARD policy the BOARD shall evaluate the SUPERINTENDENT, no later than May 1st of each year.
  - A. The BOARD will develop, with the SUPERINTENDENT, a set of specific performance goals and objectives based on the needs of the system for the ensuing academic year. This shall occur not later than October of each year.
  - B. The evaluation will be a composite of the evaluation by individual BOARD members, but the BOARD will meet, as provided by law, with the SUPERINTENDENT to discuss the composite evaluation.
  - C. Both the BOARD and SUPERINTENDENT will prepare for the formal evaluation; the SUPERINTENDENT will conduct and submit a self-evaluation with any supporting documentation at least 14 days prior to the formal evaluation, which may inform the formal written evaluation; and BOARD members will document the evidence used in rating the SUPERINTENDENT'S performance.
  - D. All documentation will be supported by objective evidence and align with the metrics of the evaluation instrument.
  - E. Any areas identified where growth is needed noted in the evaluation shall be brought to the attention of the SUPERINTENDENT during the evaluation and the SUPERINTENDENT shall have a right to prepare a written or oral response to the evaluation and a plan to remedy those areas, as set forth below in section G.
  - F. Midyear each year, but no later than six months after the annual evaluation in May, the BOARD and SUPERINTENDENT will conduct an informal mid-year evaluation. The evaluation will be by individual BOARD members, will address

progress on each of the performance objectives and shall be provided to the SUPERINTENDENT.

- G. The evaluation instrument used to evaluate the SUPERINTENDENT shall include:
1. Quantitative ratings on a five-point scale to measure performance in areas directly related to individual and performance objectives adopted by the BOARD for the preceding academic year;
  2. Qualitative ratings to measure performance in areas directly related to individual and performance objectives adopted by the BOARD for the preceding academic year;
  3. Written explanations for ratings below satisfactory; and
  4. Discussion of strengths, opportunities for improvement and the areas to be addressed by the SUPERINTENDENT in her professional development action plan.

If unsatisfactory in any respect, the BOARD shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the BOARD deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the SUPERINTENDENT and the SUPERINTENDENT shall have the right to make a written response to the evaluation. This response shall be included in the SUPERINTENDENT's personnel file.

6. **ADDITIONAL RETIREMENT/DEFERRED COMPENSATION BENEFITS.** The BOARD shall contribute an amount equal to three (3) percent of the SUPERINTENDENT's salary on an annual basis to a tax-sheltered annuity selected by the SUPERINTENDENT. Payments to the annuity will be made in twelve monthly installments. In the event of a unilateral termination of this contract by either party, the BOARD's obligation to contribute to the annuity will immediately cease.
7. **SUPERINTENDENT'S EXPENSES.** The SUPERINTENDENT shall be reimbursed for her reasonable and necessary expenses incurred in the performance of her duties hereunder in accordance with applicable BOARD rules. The BOARD shall also pay all membership fees and dues of the SUPERINTENDENT for up to four (4) professional and/or civic organizations that the SUPERINTENDENT deems appropriate and in furtherance of the performance of her duties hereunder.
8. **BENEFITS.** The SUPERINTENDENT shall be eligible to participate in, on the same terms and conditions as other employees, all benefits, including retirement benefits,

established for the employees of the BOARD and the BOARD agrees to provide the following benefits to the SUPERINTENDENT at BOARD expense:

- A. An employee health care plan that provides comprehensive medical expense benefits for individual health (hospitalization and major medical), dental and vision shall be provided without cost to SUPERINTENDENT, as long as she is employed by the BOARD, on the same basis as is generally available to other employees of the Memphis-Shelby County Board of Education. If family coverage is desired by the SUPERINTENDENT, the BOARD shall pay the full premium cost of such family coverage during the term of this contract.
- B. The BOARD will purchase and maintain a whole life insurance policy with a face value of \$500,000.00 for the SUPERINTENDENT. The BOARD will purchase short- and long term disability insurance policies for the SUPERINTENDENT in the amounts that represent the maximum coverage for these benefits available to all employees of the Memphis-Shelby County Board of Education.
- C. The BOARD in its discretion may provide or reimburse the SUPERINTENDENT for her reasonable, actual relocation expenses in connection with her move to Memphis including the packing, moving, and any necessary storage of household goods, based on submitted receipts and invoices presented and not to exceed a total cost \$5000.
- D. The Board in its discretion may provide or reimburse the SUPERINTENDENT for her reasonable, actual temporary monthly housing expenses upon her move to Memphis for up to \$2500 and a period not to exceed 3 months.

9. **PROFESSIONAL LIABILITY.** The BOARD shall maintain a professional liability insurance policy which provides coverage for alleged wrongful acts and omissions of the SUPERINTENDENT. In the event that the terms of such policy are inapplicable, or the limits exhausted, then the BOARD shall indemnify the SUPERINTENDENT against claims or other legal proceedings which arise out of the SUPERINTENDENT's actions occurring within the course and scope of her employment to the extent permissible by Tennessee law. This indemnification shall be granted to the extent permitted by the Tennessee Governmental Tort Liability Act, and especially TCA § 29-20-205(d). This indemnification shall cover all claims made and occurrences throughout the term of this contract and any extensions thereof. In no case shall individual BOARD members be considered personally liable for indemnifying the SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinions of the BOARD and SUPERINTENDENT a conflict exists regarding legal defenses to a third-party claim against the SUPERINTENDENT and BOARD (e.g. pursuing the defense of one party would tend to injure the other party), the SUPERINTENDENT may engage separate counsel whose billable rates will be subject to the BOARD's approval, and the BOARD shall indemnify the SUPERINTENDENT for the costs of such counsel and any reasonable costs associated with the defense, subject to the same limitations, provisions, and exceptions set forth above. The BOARD shall not,

however, be required to pay the costs of any legal proceeding in the event the BOARD and the SUPERINTENDENT have actual adverse legal interests in any litigation.

10. **AUTOMOBILE EXPENSES.** The SUPERINTENDENT shall be provided an executive quality vehicle of her choice from among the MSCS fleet for her use when on MSCS business in connection with the performance of her duties under this agreement.

**Safety And Security.** As the SUPERINTENDENT deems necessary to ensure the SUPERINTENDENT's safety and security, the BOARD will provide the SUPERINTENDENT with an internal security personnel in connection with the performance of her duties under this agreement.

11. **VACATION AND SICK LEAVE.** At the beginning of the "contract," the BOARD will credit the SUPERINTENDENT with twenty-four (24) vacation days for the first year of this contract. Thereafter the SUPERINTENDENT shall accrue vacation days at the rate set forth in BOARD Policy and may accrue up to a maximum of thirty (30) vacation days. However, at no point during the 3 years of the contract shall the SUPERINTENDENT's credited or accrued vacation exceed thirty 30 days. At the end of each contract year, the SUPERINTENDENT may elect to receive a cash payment equal to the daily rate of pay for each vacation day of accrued leave in excess of the maximum amounts allowable, not to exceed fifteen (15) days. The SUPERINTENDENT shall accrue sick days at the rate set forth in BOARD Policy. At the end of the contract or in the event of early termination of the agreement, the SUPERINTENDENT shall be entitled to payment for unused sick and accrued vacation days earned during the term of this contract.

12. **OUTSIDE ACTIVITIES.** The SUPERINTENDENT shall devote her full time, labor, and attention to the performance of her official duties. Provided that such activities do not interfere with her duties under this contract, the SUPERINTENDENT may, upon giving notice to the Board, engage in outside professional activities including, without limitation, teaching, consulting, speaking, and writing. Any such outside activities undertaken by the SUPERINTENDENT must be made known to the Board and accomplished on her vacation days, evenings, weekends, holidays, or other non-duty days. The SUPERINTENDENT may receive honoraria for such outside activities to the extent permitted by State law and BOARD rules.

13. **GOVERNANCE.** To the full extent permitted by Tennessee law, the BOARD shall delegate to the SUPERINTENDENT full administrative responsibility and authority for the operations of the School District and the public schools thereof. BOARD members shall address their concerns regarding operations, personnel matters, financial conditions, and other matters under the control of the SUPERINTENDENT, directly to the SUPERINTENDENT, and shall not directly interfere with the SUPERINTENDENT's supervision, direction, and control of her staff. The SUPERINTENDENT shall then address those matters with her staff, consultants, contractors, and advisors, as appropriate. Individual members of the BOARD shall not, acting alone without authorization of the BOARD, take or refrain from taking any action under the control of the



SUPERINTENDENT's authority, powers, or duties. The BOARD and the SUPERINTENDENT agree to work together to fulfill the objectives of providing outstanding educational services and opportunities for all students within the School District, and the improvement of educational services, student performance and business practices within the School District, in accordance with applicable State law and BOARD rules.

**Ethical Conduct:** The SUPERINTENDENT in all aspects of her interactions and transactions related to carrying out the duties of SUPERINTENDENT, agrees to represent, enforce and adhere to the highest professional and ethical standards, including but not limited to: The National Education Association Code of Ethics; Tennessee Teacher Code of Ethics; and The MSCS General Codes of Ethics and The Superintendent Code of Ethics, MSCS Policy 0021 and 1013 respectively,

14. **TERMINATION OF CONTRACT AND SEVERANCE TERMS**  
This appointment and contract may be terminated by:

- A. **Mutual agreement of the parties;**
- B. **Disability of the SUPERINTENDENT:**  
Disability shall be defined as illness or incapacity, as determined by the Tennessee Consolidated Retirement System, or as evidenced by absence for more than one hundred twenty (120) days beyond that period of time for which the SUPERINTENDENT would be entitled to sick leave and/or vacation leave and accompanied by a determination by the BOARD that such condition is permanent, irreparable or of such nature as will make the performance of the SUPERINTENDENT's duties impossible.

If the SUPERINTENDENT is permanently disabled, the BOARD shall have the option to terminate her employment and declare her office vacant, with compensation to be continued after crediting any accrued sick leave, vacation, and holidays in accord with the Tennessee Consolidated Retirement System and BOARD policies and applicable State of Tennessee laws. The SUPERINTENDENT shall not be entitled to severance pay or any additional benefits if she becomes disabled. If there is a gap between accrued sick leave, vacation and holidays and the beginning Tennessee Consolidated Retirement System payments, the BOARD will, at its expense, compensate the SUPERINTENDENT at the same rate at which disability benefits begin.

If a question exists concerning the capacity of the SUPERINTENDENT to return to her duties or for insurance purposes, the BOARD may require the SUPERINTENDENT to submit to a medical examination to be performed by a doctor licensed to practice medicine. The examination shall be performed at BOARD expense.

- C. **Termination for Cause:**  
This contract may be terminated by the BOARD for cause upon proof of material

breach of any provision of this contract, violation of any BOARD policy and/or violation of any State, local or federal law. If the BOARD terminates this contract for cause, the SUPERINTENDENT would be entitled to no further benefits or compensation.

**D. Unilateral Termination by BOARD:**

The BOARD may, at its option, unilaterally terminate this contract. In the event the BOARD terminates this Contract without the consent of the SUPERINTENDENT and for reasons other than those set out in Article 15 Paragraph (C), of such termination, the BOARD shall pay to the SUPERINTENDENT, as severance pay the lesser of (18) months or the balance of the contract term at the SUPERINTENDENT's salary rate and benefits as defined in Article 5 and Article 9 herein, at the time of termination as well as benefits she would have earned and been entitled to receive under this contract. Such severance payment shall be payable in one lump sum within *ninety days (90) days* of the effective date of termination.

To terminate this contract under this provision, the BOARD shall notify the SUPERINTENDENT of its election to terminate the contract and the effective date of termination. Notice shall be in writing, personally delivered to the Superintendent or mailed via certified mail, return receipt requested, postage prepaid, addressed to the SUPERINTENDENT at the SUPERINTENDENT's last known address as disclosed for tax purposes to Memphis-Shelby County Schools business office. The SUPERINTENDENT shall be deemed to have resigned from the position or other employment with the Memphis-Shelby County Schools as of the effective date of the unilateral termination.

**E. Notice of Termination:**

Except in cases concerning allegations of criminal or professional misconduct, the BOARD shall not terminate this contract or remove the SUPERINTENDENT from office without giving notice at least fifteen (15) calendar days prior to the scheduled meeting at which such action shall be taken.

**F. Unilateral Termination by SUPERINTENDENT (Resignation):**

The SUPERINTENDENT may, at her option, and by a minimum of *sixty (60) days* notification to the BOARD, unilaterally terminate this contract. In the event of such termination, the SUPERINTENDENT shall have no right or entitlement to any severance pay and shall be entitled only to the salary and benefits accrued and unpaid, including accrued vacation and sick leave, as of the effective date of her resignation.


**G. Death of SUPERINTENDENT:**


In the event of the death of the SUPERINTENDENT at any time during the term of this contract, the BOARD shall pay to her surviving spouse, if any, or if the SUPERINTENDENT does not have a surviving spouse, to the SUPERINTENDENT's estate, an amount equal to the portion of the

SUPERINTENDENT's salary, together with all incentive pay, deferred compensation and other benefits to which she was entitled through date of her death. All payments shall be made within *thirty (30) days of* her death, together with such other benefits and payments as are authorized by applicable laws and BOARD rules. Thereafter, the BOARD shall have no further responsibilities hereunder, and this contract shall terminate automatically. The provisions hereof shall not be deemed to affect any other benefits which may be available to the SUPERINTENDENT, including, but not limited to, those available under the applicable retirement programs, health insurance, life insurance or otherwise.

15. **UNILATERAL TRANSFER.** The BOARD shall not have the option to transfer the SUPERINTENDENT to any other position within the school system for the duration of this contract.
16. **SEVERABILITY.** The BOARD and the SUPERINTENDENT agree that, in the event that any part of a clause of this contract is made illegal under federal or state law or are held to be illegal by any court having competent jurisdiction thereof, the remainder of this contract shall continue in full force and effect with such invalid part of clause elided therefrom.
17. **RESOLUTION OF CONTRACT DISPUTES.** If a dispute regarding the terms of this contract cannot be resolved between the parties, such dispute shall be heard in the Circuit or Chancery Court of Shelby County and shall be construed and enforced under and in accordance with the laws of the State of Tennessee.
18. **BINDING EFFECT.** This contract shall be binding upon and inure to the benefit of the BOARD, its successors, and assigns, and shall be binding upon the SUPERINTENDENT, her administrators, executors, legatees, and heirs but may not be assigned by either party.
19. **HEADINGS.** Paragraph headings and numbers have been inserted for convenience of reference only. If there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.
20. **ENTIRE AGREEMENT AND AMENDMENT.** This contract contains the entire agreement and understanding between the BOARD and the SUPERINTENDENT. All prior contracts are hereby revoked and are null and void effective April 1, 2024. This contract may not be altered, amended, changed, or canceled except in writing executed by the mutual agreement of the parties. In order for any amendment to be effective, said amendment shall be in writing, signed by both parties, approved by the BOARD and SUPERINTENDENT, and appended to the original contract.

IN WITNESS HEREOF, the BOARD has caused this contract to be executed in its name by its Chairperson and the SUPERINTENDENT has approved and executed this contract effective on the day and year specified within the introductory paragraph of this document.

  
Chairperson  
Memphis-Shelby County Board of Education

  
Dr. Marie Feagins, Superintendent

This contract was approved by vote of the Memphis-Shelby County Board of Education at a public meeting duly held on **March 26, 2024** and has been made a part of the minutes of that meeting.

# **Appendix Two**

# **Shelby County Board of Education**

**0000**

**Issued Date: 01/31/12**

**Revised: 09/10/13, 10/28/14, 03/31/15, 05/26/15,  
12/06/16, 09/26/23**

## **SCHOOL BOARD MEETINGS**

### **I. PURPOSE**

To establish guidance for preparation, notification, and participation in school board meetings.

### **II. SCOPE**

This policy applies to all types of school board meetings.

### **III. DEFINITIONS**

**Regular Business Meeting** - an official meeting scheduled by the Board as part of its regular schedule of public meetings as established on an annual basis.

**Special Called Meeting** - an official meeting scheduled by the Board to transact the business of the Board when immediate action is required before the next Regular Business Meeting.

**Board Work Session** - a meeting to discuss background information regarding items that may be placed on the Regular Business Meeting Agenda. Information about educational programs, legislation, and other issues having relevance to the Shelby County Board of Education may be provided.

**Committee Meeting** - a meeting established to distribute the work of the Board to manageably address certain topics or issues in greater detail than is typically possible at the full board level. Information about educational programs, legislation, and other issues having relevance to the Shelby County Board of Education may be provided.

**Executive Session** - a meeting or part of a meeting of the Board from which the public is excluded for reasons as prescribed under state laws.

**Charter Grievance Meeting** - a meeting to discuss grievances specific to the administrative decisions for non-renewal and/or revocation of a charter agreement.

### **IV. POLICY STATEMENT**

The Shelby County Board of Education (hereafter referred to as "Board") shall conduct meetings, in part, to transact the business of the school district through discussion and voting

among the members. Action may be taken by the Board during an official meeting as outlined below. Meetings of the Board shall be open to the public unless exempted by state law.

**A. Schedule, Notification of Meetings and Posting of Agendas**

The Chair (or designee) shall give reasonable notice of the time and location of all meetings to the president (or designee) of the local education association.

**District-wide or School Level Safety Plans Meetings**

Reasonable notice shall be given to the public prior to meetings pertaining to district-wide or school level safety plans, however, such meetings are not subject to open meetings.

**1. Voting Meetings**

Board members may transact district business during Regular Business and Special Called Meetings. No business shall be transacted at such meetings without a quorum being present. A majority of the membership of the Board is required to approve any action of the Board.

Regular Business and Special Called Meetings are covered under the Tennessee Open Meeting Act and shall be open to the public. Regular and Special Called Meetings shall commence promptly at the scheduled time.

- **Regular Business Meetings**

Regular Business Meetings shall generally be held on the last Tuesday of each month beginning at 5:30 p.m. and shall conclude no later than 10:00 p.m., unless there is a two-thirds (2/3) vote of the board members present and voting to extend beyond the time. Any undisposed business items remaining on the agenda at adjournment shall be carried over to Unfinished Business at the next Regular Business Meeting.

A schedule for Regular Business Meetings shall be approved by the Board on an annual basis. The approved schedule shall be posted on the district's website and shall serve as notice for the public. In addition, an agenda for each Regular Business Meeting shall be posted online/distributed at least five (5) days in advance of the scheduled Regular Business Meeting, if possible.

- **Special Called Meetings**

Special Called Meetings may be scheduled by the Board Chair whenever, in his/her judgment, it is in the best interest of the district or when requested to do so by a majority of the Board. At the beginning of the meeting, the Board Chair shall identify the purpose of and the Board members who requested the meeting if applicable. Only business related to the call of the meeting, and details related to agenda items shall be discussed or transacted by the Board. Additional items not related to the original stated action may not be added to the agenda. No items may be added once the agenda is published.

Notice shall be sent to the local news media and posted on the district's website at least twenty-four (24) hours prior to the meeting unless otherwise deemed to be

impractical due to the nature of the emergency. In such emergency situations, notification shall be provided as soon as practical.

## **2. Non-Voting Meetings**

Meetings including but not limited to Board Work Sessions, Charter Grievance Meetings, Executive Sessions, Board Retreats, and Board Workshops, shall be held as deemed necessary. A quorum of board members shall not be required. In accordance with state law, adequate public notice shall be given. Non-voting meetings, except for those not covered under the Tennessee Open Meeting Act, shall be open to the public.

### Board Work Sessions

As a general rule, Board Work Sessions shall be held one (1) week prior to a Regular Business Meeting. Due to the nature of Board Work Session, an agenda for each meeting shall be posted online at least five (5) calendar days in advance of the scheduled work session, if possible.

Board Work Sessions may be changed to Special Called Meetings when deemed necessary for emergency situations. Approval to change a Board Work Session to a Special Called Meeting requires a two-thirds (2/3) vote of board members present and voting. The nature of the emergency necessitating the change must be made a matter of record. Notification of such change shall be provided as required.

## **B. Electronic Attendance**

Unless otherwise permitted by law or emergency order, the following shall apply to a Board member's ability to participate electronically in voting meetings of the Board.

State law allows local boards of education to conduct scheduled board meetings by electronic means including but not limited to, telephone, videoconferencing or other web-based media. A board member desiring to participate in the board meeting electronically must meet one (1) of the following conditions:

- Out of the county for work: electronic participation not to exceed two (2) times per year. (Board member required to notify the Superintendent (designee) of intent to participate electronically at least five (5) days prior to the scheduled board meeting. The Superintendent (designee) shall immediately notify the Chair or, if appropriate, Vice Chair)
- Out of the county due to military service.
- Due to a family emergency that inhibits the member from attending the board meeting in person: electronic participation not to exceed two (2) times per year.
- Sick or in a period of convalescence on the advice of a healthcare professional that the member not appear in person: electronic participation not to exceed three (3) times per year.
- Out due to inclement weather or natural disaster if the schools in the LEA are closed: electronic participation not to exceed three (3) times per year.

A quorum of Board members must be physically present at the location of the meeting and the Board member must be visually identified by the Chair.



### **C. Agenda Preparation and Dissemination**

The Superintendent (designee) shall prepare agendas for all meetings in consultation with the Board Chair and appropriate members of the administrative staff.

For items to be considered on the Regular Business Meeting agenda, the items must first advance through Board Work Session. The exception is for non-business items (items not requiring Board action (vote), e.g., special recognitions/presentations, discussion only items, reports) or where otherwise provided. The submission and planning process is outlined below.

#### **1. Submission Schedule**

##### **a. Board Work Session**

- 1) Board Work Session agenda items must be submitted to the Superintendent (designee) at least six (6) calendar days prior to the scheduled session, by close of business.

The Superintendent (designee) is authorized to adjust the deadline if it falls on a district observed holiday.

- 2) The Superintendent (designee) shall provide board members with supporting materials pertaining to the Board Work Session at least five (5) calendar days prior to the session.

If additional information is requested at the Board Work Session, said information must be distributed to Board members at least three (3) calendar days prior to the Regular Business Meeting.

Agenda items may not be voted upon unless the supporting information has been received by Board Members at least three (3) calendar days before the Regular Business Meeting, except by a two-thirds (2/3) vote of the members present and voting.

- 3) Requests made to the Superintendent (designee) after the Board Work Session for additional supporting information pertaining to an agenda item shall be provided to all Board members as soon as practicable. Said agenda item, however, shall remain on the agenda for a vote by the Board.

##### **b. Regular Business Meeting**

- 1) Agenda items approved during the Board Work Session for the Regular Business Meeting shall be due in final format to the Superintendent (or designee) the Wednesday (or at least six (6) calendar days) before to the Regular Business Meeting, except where otherwise provided.
- 2) The Board Chair and/or the Superintendent (designee) shall approve the Regular Business Meeting agendas prior to posting/distribution.

- 3) The Superintendent (or designee) shall provide board members with supporting materials pertaining to the agenda at least five (5) calendar days prior to the meeting if required.
- 4) The agenda for Regular Business Meetings shall be provided at least 24 hours prior to the meeting.

Board member agenda items that advanced through Board Work Session may not be removed from the agenda without that Board member's permission. If any item of business placed on the agenda by a board member or Superintendent was not on the Board Work Session agenda, it may be added during the Regular Business Meeting by a two-thirds (2/3) vote of the members present and voting. Any Board member or the Superintendent may add non-business items (items not requiring Board action) to the agenda at the Regular Board Meeting prior to approval of the agenda.

#### **D. Order of Business**

##### **1. Board Work Sessions**

The order of business for Board Work Sessions shall be as follows unless the order of business is altered by a two-thirds (2/3) vote of the Members present and voting:

- Roll Call
- Pledge of Allegiance
- Moment of Silence
- Spotlight on the Arts
- Special Recognition/Presentations - (not to exceed fifteen (15) minutes)
- Approval of Agenda
- Chair's Report
- Superintendent Report(s)
- Staff Action Items
- Board Items
- Adjournment

Items of business considered during Board Work Sessions are moved forward, with or without recommendations, and appropriately placed on the Regular Business Meeting Agenda unless a Board member moves to object to further consideration of the item.

##### **2. Regular Business Meeting**

The order of business for Regular Business Meetings shall be as follows unless the order of business is altered by a two-thirds (2/3) vote of the board members present and voting:

- Roll Call
- Pledge of Allegiance and Posting of Colors
- Moment of Silence
- Approval of Agenda

- Public Comment
  - Approval of Minutes of Previous Meeting
  - Superintendents' Recognition of Grants, Gifts and Donations (not to exceed fifteen (15) minutes)
  - Reports
    - Chair's Report (not to exceed fifteen (15) minutes, exclusive of questions and answers)
    - Committee Reports (not to exceed ten (10) minutes per Committee, exclusive of questions and answers)
    - General Counsels' Report
    - Superintendents' Reports (not to exceed fifteen (15) minutes, exclusive of questions and answers. The time may be extended at the Chair's discretion or by a two-thirds (2/3) vote of the Members present and voting.)
  - Unfinished Business (agenda items carried forward from prior Business Meeting)
  - New Board Business (items considered at the previous Board Work Session)
    - Consent Agenda (contains items reviewed and considered to be moved forward during the Board Work Session related to the specific business operations of the Districts requiring Board approval. (See SCBE policy #2006 Purchasing Authority and Service and Construction Contracts.) If any member objects to an item on the Consent Agenda, that item shall be moved to Requests for Action)
    - Policies
  - Requests for Action
  - Strategic Allocations
  - Items added to agenda during "Approval of Agenda"
  - Adjournment
3. Special Called Meetings
- The order of business for Special Called Meetings shall be set out in the agenda accompanying the Board meeting notice, which shall contain the following:
- Roll Call
  - Meeting Purpose
  - Pledge of Allegiance
  - Moment of Silence
  - Public Comment
  - Request for Action - only the item(s) for which the meeting was called
  - Adjournment

#### **E. Public Participation at Board Meetings**

In accordance with state statute, the Board shall reserve a period for public comment.

Members of the public desiring to address the Board may do so at Regular Business and Special Called Meetings. Only those members of the public who register to speak prior to the commencement of such meetings shall be permitted to address the Board. Public comments shall be taken in the order in which they were submitted.

Not more than thirty (30) minutes of each Regular Business and Special Called Meeting shall be devoted to public comment. Public comments shall be limited to up to 3 (three) minutes per speaker and no recognized speaker may yield his/her time to another speaker. At the discretion of the Chair, limitations may be placed on the following: 1) a speaker's time to comment; and 2) the number of speakers commenting on the same topic.

Speakers will be introduced by the Chair of the Board at the appropriate time on the agenda. Speakers must state their name, address, and organization he/she is representing, if applicable. Speakers may offer objective comments about school operations and programs that concern them. Speakers are asked to refrain from using names of personnel or names of persons connected with the school system, particularly when lodging a complaint. Speakers will not be permitted to engage in gossip, make defamatory comments, or use abusive or vulgar language. The Chair shall have the authority to terminate the remarks of any individual who is disruptive or does not adhere to Board rules.

The district shall make every effort to ensure that all Regular Business Meetings, Special Called Meetings, and Work Sessions are live streamed or tape-delayed via radio and/or television.

#### **F. Parliamentary Authority**

All Board meetings will be conducted in an orderly and business-like manner. The current edition of Robert's Rules of Order shall govern the Board in its deliberations in all cases except when inconsistent with statute, regulations of the State Board of Education or Board policies/procedures.

#### **G. Minutes**

The Secretary (Superintendent) shall keep, or cause to be kept, a complete and accurate record of the proceedings of all meetings of the Board. Copies of the minutes of each meeting of the Board shall be made available for public access.

#### Legal References:

1. T.C.A. 49-2-202
2. T.C.A. 49-6-804
3. T.C.A. 8-44-101, et seq.
4. T.C.A. 49-2-301
5. T.C.A. 49-2-203

#### Cross References:

1. 0004 Board Offices and Duties

# **Appendix Three**

**Shelby County Board of Education**

**1001**

**Issued Date: 08/26/10**

**SCHOOL SUPERINTENDENT**

The Board of Education hereby assigns to the Superintendent the duties set forth in T.C.A. § 49-2-301.

The Board reserves the right to review and veto administrative rules should they, in the Board's judgment, be inconsistent with the policies adopted by the Board.

**T.C.A. §49-2-301**

# **Appendix**

# **Four**

## **Tenn. Code Ann. § 49-2-301**

Current through the 2024 Regular Session.

***TN - Tennessee Code Annotated > Title 49 Education > Chapter 2 Local Administration > Part 3 County Administration***

### **49-2-301. Director of schools.**

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(a) Each local board of education is authorized to employ a director of schools, as provided for in § 49-2-203, subject to requirements of law. This director of schools may be referred to as superintendent, but all references to or duties or powers of the former county superintendents of public instruction shall be deemed to be references to or powers or duties of the director of schools. Failure to change a reference to county superintendent to superintendent or director of schools shall not be deemed to continue to revive the former office or position of county superintendent, it being the intention in this part to convert the former elected office of superintendent of public instruction to an administrative position filled by the applicable local board of education.

(b)

(1) It is the duty of the board of education to assign to its director of schools the duty to:

(A) Act for the board in seeing that the laws relating to the schools and rules of the state and the local board of education are faithfully executed;

(B) Attend all meetings of the board and to serve as a member of the executive committee of the board, without additional compensation;

(C) Keep on electronic disks and in well bound books, furnished by the board, a complete and accurate record of the proceedings of all meetings of the board and of the director's official acts;

(D) Keep on electronic disks and in well bound books, furnished by the board and arranged according to the regulations prescribed by the commissioner of education, a detailed and accurate account of all receipts and disbursement of the public school funds;

(E) Issue, within ten (10) days, all warrants authorized by the board for expenditures for public school funds;

(F) Make such recommendations to the board as the director deems for the best interest of the public schools, but in no case shall the director have a vote on any question coming before the board;

(G) Have general supervision of all schools, and visit the schools from time to time, and advise with the teachers and members of the board as to their condition and improvement;

(H) Require the use of the state course of study for all the public schools and the system of promoting pupils through the several grades of the public schools in accordance with regulations of the commissioner, as approved by the state board;

(I) Sign all certificates and diplomas of pupils who complete the courses of study prescribed for the elementary and high schools;

(J) Recommend to the board teachers who are eligible for tenure or notify such teachers of their failure of reelection pursuant to § 49-5-409;

(K) Recommend to the board salaries for teachers in accordance with the salary schedule and the salaries and wages of all other employees nominated by the director of schools;



## Tenn. Code Ann. § 49-2-301

- (L)** Assign teachers and educational assistants to the several schools;
- (M)** Require all teachers to submit to the director for record their licenses or authority to teach, given by the state board, and keep a complete record of same;
- (N)** File all contracts entered into with teachers and employees of the board, before they begin their services in the public schools;
- (O)** Furnish to teachers or principals the names of pupils belonging to their respective schools, the list to be taken from the census enumeration or other reliable records on file in the director of schools' office;
- (P)** Issue certificates relative to the employment of minors who are enrolled as students in the director of schools' district;
- (Q)** Make a written report, quarterly, to the appropriate local legislative body, for the board, of all receipts and expenditures of the public school funds, which accounts shall contain full information concerning the conditions, progress and needs of the schools of the school system and which shall be audited by the appropriate fiscal officer and local legislative body;
- (R)** Be present at all quarterly and annual settlements of the county trustee with the county mayor covering all school funds arising from state apportionments, county levies and all other sources, and report the director's acts to the director of schools' board;
- (S)** Report to the local legislative body and the commissioner, whenever it appears to the director that any portion of the school fund has been, or is in danger of being, misappropriated or in any way illegally disposed of or not collected;
- (T)** Make reports to the commissioner of education when requested by the commissioner;
- (U)** Prepare, annually, a budget for the schools in the director's school system, submit the budget to the board for its approval and present it to the county or other appropriate local legislative body for adoption as provided for by charter or private legislative act; provided, that:
  - (i)** The budget shall set forth in itemized form the amount necessary to operate the schools for the scholastic year beginning on July 1, following, or on such date as provided for by charter or private legislative act; and
  - (ii)** Any change in the expenditure of money as provided for by the budget shall first be ratified by the local board and the appropriate local legislative body;
- (V)** Give the director's full time and attention to the duties of the director's position;
- (W)** Deliver to the director's successor all records and official papers belonging to the position. It is a Class C misdemeanor to refuse to deliver the records and files on demand of the director's successor. It is a separate offense for each month during which the director persists in withholding the records and files;
- (X)** File with the commissioner of education a copy of the budget adopted by the county or other appropriate local legislative body within ten (10) days after its adoption;
- (Y)** Furnish to the commissioner a list of the teachers elected by the board and their respective salaries, on forms furnished by the commissioner;
- (Z)** Grant any licensed employee, or any other person considered as a professional employee, access at any reasonable time to the employee's personnel file or files, whether maintained by the employee's principal, supervisor, director, board or any other official of the school system;
- (AA)** Give any licensed or professional employee, on request and on payment of reasonable compensation, a copy of specified documents in the employee's personnel file;

## Tenn. Code Ann. § 49-2-301

**(BB)** Establish a procedure whereby an updated copy of the rules, regulations and minimum standards of the state board shall be kept on file in an easily accessible place in each school library during normal school hours;

**(CC)** Within the approved budget and consistent with existing state laws and board policies, employ, transfer, suspend, nonrenew and dismiss all personnel, licensed or otherwise, except as provided in § 49-2-203(a)(1) and in chapter 5, part 5 of this title;

**(DD)** All persons who are employed in a position for which no teaching license is required shall be hired at the will of the director of schools. The local board of education shall develop a policy for dismissing such employees;

**(EE)**

**(i)** The director may dismiss any nontenured, licensed employee under the director's jurisdiction for incompetence, inefficiency, insubordination, improper conduct or neglect of duty, after giving the employee, in writing, due notice of the charge or charges and providing a hearing; provided, that no nontenured, licensed employee under the director's jurisdiction shall be dismissed without first having been given, in writing:

**(a)** Notice of the charge or charges;

**(b)** An opportunity for a full and complete hearing before an impartial hearing officer selected by the board;

**(c)** An opportunity to be represented by counsel;

**(d)** An opportunity to call and subpoena witnesses;

**(e)** An opportunity to examine all witnesses; and

**(f)** The right to require that all testimony be given under oath;

**(ii)** Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the affected employee within ten (10) working days following the close of the hearing;

**(iii)** Any nontenured, licensed employee desiring to appeal from a decision rendered in favor of the school system shall first exhaust the administrative remedy of appealing the decision to the board of education within ten (10) working days of the hearing officer rendering written findings of fact and conclusions to the affected employee;

**(iv)** Upon written notice of such appeal being given to the director, the director shall prepare a copy of the proceedings, transcript, documentary and other evidence presented, and transmit the copy of the proceedings, transcript, documentary and other evidence presented within twenty (20) working days of receipt of notice of appeal to the board;

**(v)** The board shall hear the appeal on the record and no new evidence shall be introduced. The affected employee may appear in person or by counsel and argue why the decision should be modified or reversed. The board may sustain the decision, send the record back if additional evidence is necessary, revise the penalty or reverse the decision. Before any such charges shall be sustained or punishment inflicted, a majority of the membership of the board shall concur in sustaining the charges. The members of the board shall render the decision on the appeal within ten (10) working days after the conclusion of the hearing;

**(vi)** The director of schools shall also have the right to appeal any adverse ruling by the hearing officer to the board under the same conditions as are set out in this subdivision (b)(1)(EE);

**(vii)** Any party dissatisfied with the decision rendered by the board shall have the right to appeal to the chancery court in the county where the school system is located within twenty (20) working days after receipt of notice of the decision of the board. It shall be the duty of the

## Tenn. Code Ann. § 49-2-301

board to cause to be transmitted the entire record and other evidence in the case to the court. The review of the court shall be de novo on the record of the hearing held by the hearing officer and reviewed by the board;

**(FF)** All actions of the directors or their designees shall be consistent with the existing board policies, rules, contracts and regulations;

**(GG)** Perform such other official duties as may be prescribed by law; and

**(HH)** Authorize each principal to make staffing decisions regarding administrative personnel for the principal's school.

**(2)** The records required to be maintained pursuant to this subsection (b) shall be kept in a location that is secure from the effects of natural disasters, to include fires, earthquakes, tornadoes and other catastrophic events.

**(c)** It is a Class C misdemeanor for any director to take any other contract under the board of education or to perform any other service for additional compensation, or for any director to act as principal or teacher in any school or to become the owner of a school warrant other than that allowed for the director's service as director. A director who violates this subsection (c) shall also be dismissed from the director's position.

**(d)** A director of schools who is appointed by the local board of education elected by the general public is required to have a baccalaureate degree and meet any other qualifications or requirements established by the local board of education.

**(e)** A director of schools may delegate one (1) or more of the duties assigned to the director by the board of education under subdivision (b)(1) to another administrator or employee of the LEA; provided, that the board of education has adopted a policy authorizing the director to delegate the respective duty to the respective administrator or employee.

## History

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Acts 1925, ch. 115, § 6; Shan. Supp., §§ 1487a30-1487a34; mod. Code 1932, §§ 2320a, 2321, 2322-2324; Acts 1943, ch. 36, §§ 1, 2; mod. C. Supp. 1950, § 2320b; Acts 1961, ch. 59, § 1; 1961, ch. 182, § 1; 1963, ch. 13, § 1; modified; Acts 1969, ch. 57, §§ 1-3; 1974, ch. 424, § 1; 1974, ch. 654, §§ 27-30; 1975, ch. 56, § 2; 1977, ch. 196, §§ 3, 4; 1978, ch. 675, § 1; 1979, ch. 99, § 1; 1981, ch. 97, § 1; T.C.A. (orig. ed.), §§ 49-220 — 49-226; Acts 1984 (1st Ex. Sess.), ch. 6, § 11; 1984 (1st Ex. Sess.), ch. 7, § 80; 1987, ch. 308, § 15; 1989, ch. 55, § 1; 1989, ch. 199, § 2; 1989, ch. 591, § 113; 1990, ch. 948, § 26; 1992, ch. 535, §§ 10-13, 16, 49, 86; 1992, ch. 657, §§ 1, 3; 1994, ch. 929, § 4; 1997, ch. 365, § 3; 1998, ch. 805, § 1; 1998, ch. 826, § 1; 2000, ch. 931, §§ 1, 2; 2001, ch. 211, § 1; 2003, ch. 90, § 2; 2007, ch. 376, § 7; 2011, ch. 335, §§ 1, 2; 2011, ch. 378, § 9; 2015, ch. 182, § 28; 2019, ch. 248, § 30; 2024, ch. 883, §§ 1, 2.

TENNESSEE CODE ANNOTATED

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End of Document

# **Appendix**

## **Five**

## **SUPERINTENDENT CODE OF ETHICS**

### **I. PURPOSE**

To outline the code of ethics for the Superintendent of Shelby County Schools

### **II. SCOPE**

This policy applies to the Superintendent and members of the Shelby County Board of Education.

### **III. POLICY STATEMENT**

A Superintendent's professional behavior must conform to an ethical code. The Code must be idealistic and at the same time practical, so that it can apply reasonably to all superintendents. The superintendent acknowledges that the school system belongs to the public and serves for the purpose of providing educational opportunities to all. However, the superintendent accepts responsibility for providing professional leadership in the school system and community. This responsibility requires the superintendent to maintain standards of exemplary professional conduct. It must be recognized that the superintendent's actions will be viewed and appraised by the community, Board of Education, professional associates, and students. To these ends, the Superintendent subscribes to the following statements of standards.

#### **ARTICLE I. MY RELATIONS TO THE CHILDREN**

Section 1. I will endeavor to provide equal educational opportunities for all children regardless of race, creed, or location of residence.

## **ARTICLE II. MY RELATIONS TO MY COMMUNITY**

- Section 1. I will endeavor to appraise fairly both the present and future educational needs of the community.
- Section 2. I will endeavor to fairly represent the entire educational community under the auspices of Shelby County Schools at all times.
- Section 3. I will endeavor to keep the community informed about the progress and needs of the school system.
- Section 4. I will not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
- 
- Section 5. I will endeavor to pursue appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.

## **ARTICLE III. MY RELATIONS TO PERSONNEL**

- Section 1. I will not criticize employees publicly, but will make warranted investigations and act only on substantiated evidence.
- Section 2. I will endeavor to support the principle of due process and protect the civil and human rights of all individuals.

## **ARTICLE IV. MY RELATIONS WITH THE BOARD OF EDUCATION**

- Section 1. I will endeavor to implement written policies as adopted by the Board of Education.
- Section 2. I will endeavor to administer the rules and regulations as set forth by the State Department and State Board.

Section 3. I will honor all contracts until fulfillment or release.

Section 4. I will accept the responsibility for results when given full administrative authority and financial support to discharge my professional duties.

**ARTICLE V. MY RELATIONS TO MYSELF**

Section 1. I will endeavor to maintain the standards and seek to improve the effectiveness of my profession through research and continuing professional development.

Section 2. I will endeavor to avoid using my position for personal gain through political, social, religious, economic, or other influence.

Section 3. I will endeavor to fulfill my professional responsibilities with honesty and integrity.

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**Legal References:**

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**Cross References:**

1. The Tennessee Organization of School Superintendents (TOSS)  
Policy 1.107 Ethical Standards for Tennessee Superintendents

# **Appendix**

# **Six**



# **Shelby County Board of Education**

**2019**

**Issued Date: 01/31/17**

**Effective Date: 01/31/17**

## **GRANTS, GIFTS, DONATIONS, & SPONSORSHIPS**

### **I. PURPOSE**

To establish guidelines for the acceptance and administration of grants, gifts, donations, and/or sponsorships by Shelby County Schools.

### **II. SCOPE**

This policy applies to all discretionary grants, gifts, donations, and/or sponsorships awarded to the District. Unless otherwise specified, "Shelby County Schools" and/or "District" shall be inclusive of school locations.

This policy shall not apply to formula grants<sup>1</sup> awarded to the District and grants (based upon specified grant terms) awarded to an individual that are not subject to District fiscal and/or inventory accountability.

### **III. DEFINITIONS**

Direct commercial/return benefit - profit or gain received by a company as a result of providing a school/district with property, money, goods, or services.

Donation/Gift - property, money, goods, or services irrevocably given for the benefit of a school or the District without any direct commercial/return benefit. A donation/gift may, however, be restricted for a limited use (e.g., naming a building).

Endorsement - any advertising message/statement of support or approval of a person, product or service.

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<sup>1</sup> Formula Grant – a grant that is awarded based on the recipient meeting certain predetermined conditions and that is allocated to districts on a per-student basis. Examples of formula grants are programs authorized under the Elementary and Secondary Education Act (ESEA) / Every Student Succeeds Act (ESSA) and the Individuals with Disabilities Education Act (IDEA).

Grant - contribution or subsidy (cash or in-kind) given by the government or other organization for a specified purpose to the District. Grants are usually written agreements that are conditional upon certain qualifications as to the use and maintenance of specified standards.

Discretionary Grant – a grant that allows the grantor to exercise judgment in selecting recipients through a grant process that is often competitive and for a specific project and time period; and that is often determined based on student socio-economic status, student achievement, or district or site performance.

Sponsorship – the financial or resource subsidizing of an event, team, club, or program/initiative by a company, organization, or individual for which the company, organization, or individual will receive no substantial benefit other than the use or acknowledgment of the business name, logo, or product lines in connection with the District's activities (e.g., X company purchases uniforms and equipment for the middle school basketball team and the company's logo is on the team's uniform).

#### **IV. POLICY STATEMENT**

Shelby County Schools receives grants, gifts, donations, and sponsorships from governments, organizations and individuals (hereafter referred to as grantors/donors) to support the programs and activities of the District. Each generous investment, regardless of value, is critical to expanding and sustaining District educational and administrative priorities.

To promote efficiency, ensure transparency and build accountability, the Superintendent or his/her designee shall establish a process by which all grants, gifts, donations, and sponsorships are requested, received and administered. The process at minimum shall establish proper internal controls over monitoring and compliance requirements; accounting and financial reporting; and program administration.

#### **General Guidelines**

##### **A. District Responsibility and Acceptable Awards**

The District is responsible for ensuring that grants, gifts, donations and sponsorships awarded to the District (including individual schools) are used for their intended purpose.

The District shall be responsible for assessing the impact of receiving grants, gifts, donations, or sponsorships from potential grantors/donors; and reserves

the right to determine if a grant, gift, donation, or sponsorship is appropriate. Including, but not limited to the following, appropriate grants, gifts, donations, or sponsorships must:

- have a purpose consistent with the beliefs/philosophy of the District;
- be offered by a donor acceptable to the Board;
- not bring undesirable or hidden costs to the school system;
- place no undesirable restrictions on the Board;
- not be inappropriate or harmful to the best education of students;
- not imply endorsement of any business or product or belief; and
- not be in conflict with any Board policy or state law.

Awards that are deemed to be inappropriate or unsuitable shall be rejected by the District.

#### **B. District Obligation**

*For the purpose of this policy and administrative rules and regulations, District obligations may be inclusive of financial, human, administrative and/or material resources.*

##### General

Unless specifically stated in an agreement, the Board makes no commitment to assume financial responsibility for

1. continuation of any grant, gift, donation, or sponsorship if the grant, gift, donation or sponsorship that becomes exhausted; or
2. risks and liabilities (i.e., tax liens or environmental) associated with the acceptance of real property.

##### Real Property (see policy 7002 Real Estate)

The acceptance of real property shall be determined on a case-by-case basis based upon an evaluation of possible continuing obligations. Factors that shall be assessed include, but may not be limited to:

- a. usefulness to the District
- b. location
- c. environmental conditions
- d. associated covenants, conditions, restrictions, reservations, easements, encumbrances or other limitations
- e. costs (e.g., insurance and property taxes) and maintenance expenses
- f. marketability of the property

### **C. Acceptance and Approval Requirements**

In an effort to ensure audit compliance and avoid speculation of fraud, the conditions of grants, gifts, donations, and sponsorships must be fully assessed and understood prior to its acceptance/approval.

#### **1. Acceptance**

- a. Up to \$499.99: requires acceptance by the principal or appropriate program director
- b. \$500.00-\$14,999.99: requires acceptance by the Superintendent or his/her designee
- c. \$15,000.00 and above: requires acceptance by the Board

#### **2. Approval for Acceptance of Real Property**

All awards of real property shall be subject to Board approval.

### **D. Restricted and Unrestricted Use**

#### **1. Restricted Use**

Any grant, gift, donation, or sponsorship awarded to the District or school shall be utilized in accordance with the terms of the grantor/donor. Unless otherwise provided in a written agreement, a grantor/donor may provide the purpose of a grant, gift, donation, or sponsorship, but shall hold no further rights in the expenditure of funds or other decisions regarding the work.

#### **2. Unrestricted Use**

- a. School Level - Contributions with no defined or specified purpose that are received and accounted for at the school level may be expended at the principal's discretion in accordance with guidelines established under the Tennessee Internal School Uniform Accounting Policy Manual.
- b. District Level – the Superintendent or his/her designee may determine an appropriate means of utilization for unrestricted gifts, donations or sponsorships awarded at the District level.

### **E. Administration/Management of Grants, Gifts, Donations, and Sponsorships**

#### **1. Board Notification of Use**

The Superintendent shall be required to provide notification of intended and actual use of grants, gifts, donations, and sponsorships approved by the Board. Such notification, if feasible, shall be prior to the expenditure of funds.

#### **2. Recordkeeping and Audits**

Grants, gifts, donations, and sponsorships awarded to the District shall be recorded to accurately account for funds/items/services received. Such records

shall be maintained in accordance with established document retention guidelines and may be subject to audit.

3. **Deposit and Expenditure of Funds**

Funds received through a grant, gift, donation or sponsorship must be deposited into an approved District bank account (see policy 2017 District Bank Accounts). Expenditure of funds shall be in accordance with federal/state statutory/regulatory requirements, Board policy and other contractual obligations as applicable.

4. **Budget and New Grant Funded Positions**

Receipt of funds resulting in an increase in the overall total District adopted budget shall be reflected as a budget amendment when required. All newly hired grant-funded positions not previously identified and approved in the Budget shall be approved in accordance with policy 2001 Annual Operating Budget.

**F. Donor Acknowledgement and Naming Rights**

The District shall provide donors with written acknowledgement of appreciation for all gifts, donations, and sponsorships in a timely manner. Gifts, donations, and sponsorships received shall be publically acknowledged during a Regular Board Meeting in accordance with policy 0000 School Board Meetings.

**Naming Rights**

A donor, in consideration of financial contributions, sponsorships or other commercial transactions, including provision or supply of equipment, materials, land, or services, may be granted naming rights of District real estate in accordance with policy 1007 Naming District Real Estate.

**G. Real and Personal Property**

Except as otherwise specifically provided by terms of a grant, gift, donation, or other contractual obligation, all real and personal property awarded under this policy shall become the property of the District and will not be subject to recall or reassignment.

The District shall be accountable for all property under its control and for ensuring compliance with applicable statutory/regulatory requirements, Board policies and contractual obligations. Accurate inventory records of such property throughout its lifecycle with the District shall be maintained as deemed appropriate (see policy 3013 Inventory Management).

**H. Goods and Services Received from a School Adopter or Other Entity**

Nothing in this policy shall preclude businesses and other organizations participating as school adopters from providing free materials, supplies or services to their adopted schools to support the schools' educational mission. Goods and services given to a school by the official adopter of the school shall be considered as a gift, donation, or sponsorship except when the school is required to meet conditional provisions or provide specific returns (see policies 4003 Conflict of Interest; 2012 Contract Requirements, Approval and Signatory Approval; and 2006 Purchasing Authority).

Upon approval of the Superintendent, it shall be permissible for businesses to sponsor departmental and District-wide, non-instructional functions that may include employee picnics, assemblies, and professional development (see policy 3003 Conflict of Interest).

**I. Ethical and Professional Standards**

In accordance with policy 4002 Staff Ethics, employees serve as District representatives and are expected to adhere to standards of ethical behavior which will not detract from the educational process. Employees shall, therefore, exercise due diligence and avoid acceptance and any use of grants, gifts, donations, and sponsorships awarded to the District/school for personal gain and spurious reasons.

**J. Conflict of Interest**

District employees shall avoid any situation that would result in their having a direct or indirect financial or material interest in the management of a grant, gift, donation, or sponsorship project on which he/she is working.

**K. Sanctions**

The intentional misuse of awards; submission of false or misleading documentation in connection with awards; and/or violation of policy, administrative rules and regulations, and/or guidelines may result in legal action, disciplinary actions up to and including termination from employment, and/or restitution to the District for losses or damages.

**V. RESPONSIBILITY**

- A. The principal/administrator is responsible for approving and accepting gifts, donations, and sponsorships up to \$499.99 in accordance with the provisions of this policy.
- B. The Superintendent (or designee) is responsible for

1. approving and accepting grants, gifts, donations, and sponsorships with a value of \$500.00-\$14,999.99;
  2. ensuring that grants are received in accordance with the provisions of this policy; and
  3. informing the Board of grants, gifts, donations, and sponsorships received in accordance with this policy.
- C. The Board is responsible for accepting gifts, donations, and sponsorships \$15,000.00 and higher.
- D. The Superintendent is responsible for ensuring that this policy is followed.

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Legal References:

1. TCA 49-6-2006(a)
2. TCA 49-2-601, et seq.
3. Tennessee Internal School Uniform Accounting Policy Manual

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Cross References:

1. 1007 Naming District Real Estate
2. 2001 Annual Operating Budget
3. 2006 Purchasing Authority
4. 2012 Contract Requirements, Approval and Signatory Authority
5. 3013 Inventory Management
6. 7002 Real Estate
7. 7007 School Support Organizations
8. 0000 School Board Meetings

Issued Date: 00/00/00

## **GRANTS, GIFTS, DONATIONS, & SPONSORSHIPS**

### **A. Authorization to Apply for/Request a Grant, Gift, Donation or Sponsorship**

Employees shall be prohibited from using the name of the District or acting as a representative of the District in applying for a grant, gift, donation, or sponsorship without appropriate prior authorization. This shall exclude grants (based upon specified grant terms) awarded to an individual that are not subject to District fiscal and/or inventory accountability.

#### *Local Entities - Foundations, Corporations and Individuals*

Intent to request grants, gifts, donations, or sponsorships from any local entity (foundation, corporation and /or individual) must be submitted to the office responsible for grant management (see Fundraising and Grants Guidelines and Procedures Manual).

### **B. Approval Requirements**

In accordance with the following requirements, grants, gifts, donations, or sponsorships that may expose the District to liability or obligations (i.e., matching fund grants) shall be reviewed prior to acceptance to evaluate potential risk factors.

1. Federal or state - shall be reviewed by the Department of Finance and as deemed appropriate Office of General Counsel and/or other departments to determine aggregated obligation to the District.
2. Philanthropic (value of \$5,000 and above) - shall be reviewed by Academic Operations or the appropriate program director responsible for administering the grant to evaluate risk exposure to the District.

### **C. Grant, Gift, Donation or Sponsorship Management Database**

In order to maximize resources available to the District from grantors/donors, a system to track and monitor applications/requests for grants, gifts, donations, and sponsorships shall be implemented. The system will be used to improve coordination of applications/requests and to assist in the management of awards.

### **D. Compliance Review**

Supervisors providing oversight of awarded grants, gifts, donations, and sponsorships shall monitor the administration of such awards to ensure compliance with all financial, administrative, and programmatic award requirements.



**E. Retention of Records**

The District shall adhere to record retention requirements as prescribed by the grantor. When federal and/or state record retention requirements differ, the District shall adhere to the most restrictive requirement.

In the absence of specific guidance, records shall be retained for a five (5) year period commencing from the last date of the end of the grant period.

# **Appendix Seven**

SHELBY COUNTY BOARD OF EDUCATION  
**PROCUREMENT SERVICES**

160 South Hollywood Street, Room 126 □ Memphis, Tennessee 38112-4892 □ Phone (901) 416-5376  
 (This proposal will not be accepted electronically or by facsimile. All proposals must be mailed or delivered to the above address.)

## REQUEST FOR PROPOSAL

(NOT AN ORDER)

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all Proposals. If substitutions are offered, give full particulars. The Proposal must be submitted no later than **April 3, 2024 @ 12:00 PM, CST.**

The Shelby County Board of Education reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any minor informalities and/or technicalities that are deemed to be in the best interest of the Shelby County Board of Education. Successful Vendors shall be paid only when delivery is complete. \*For the appropriate purchases, all material data safety data sheets (MSDA) must accompany all shipments covered under Tennessee Hazardous Chemical Right to Know Law- Tennessee Public Chapter #417- House Bill #731.

### REQUEST FOR PROPOSAL Formative Assessment

Proposals **MUST** be received by Memphis-Shelby County Schools ("MSCS" or "District") by the due date and time set forth above.

During the solicitation process Vendors are not permitted to contact the Board and project Owner regarding the posted solicitation. Failure to adhere to this requirement may subject the respondent to immediate disqualification.

Questions or requests for clarification of technical issues and terms pertaining to this RFP must be submitted in writing via e-mail to [browns13@scsk12.org](mailto:browns13@scsk12.org), and received by SCBE no later than **March 20, 2024 @ 11:00 AM/CST.**

**ISSUED BY: Stacey Brown, Senior Buyer    RFP 04032024SB**

We propose to furnish the item(s) and/or services outlined in the proposal at prices quoted and guarantee safe delivery **F.O.B. delivered** and as specified. Proposals are submitted with a declaration that no Shelby County Board of Education Member or employee has a financial or beneficial interest in this transaction.

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
FAX#

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE NAME

\_\_\_\_\_  
CHECK HERE IF YOU ARE A MSCS REGISTERED MINORITY VENDOR

\_\_\_\_\_  
CHECK HERE IF YOUR COMPANY QUALIFIES AS A LOCAL VENDOR

**PLEASE NOTE:** Per the Memphis-Shelby County Schools Local Preference Purchasing Board Policy 2011, local preference purchasing means giving preference to businesses located within Shelby County, Tennessee where local vendors must have a physical address located within the limits of Shelby County for at least six (6) months prior to the bid or proposal opening date. A Post Office Box is not acceptable.

\_\_\_\_\_  
CHECK HERE IF YOU ATTACHED A COPY OF A VALID SHELBY COUNTY BUSINESS LICENSE.

"Shelby County Board of Education does not discriminate in its Programs or employment on the basis of race, color, religion, national origin, handicap/disability, sex or age."

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APPENDIX L – CETIFICATION REGARDING LOBBYING	
Please complete the attached Memphis Shelby County Schools Information Technology Vendor Assessment Questionnaire. The form must be submitted with your proposal.	
Please complete the Pricing Schedule Appendix for all your assessment offerings. There are four tabs in the excel workbook.	

## **PART I: SCOPE OF WORK**

### **1.0 BACKGROUND**

Shelby County Board of Education (SCBE) is the legal name of the Memphis-Shelby County Schools (MSCS) district. MSCS is Tennessee's largest public school district and is among the 25 largest public-school districts in the United States. MSCS serves approximately 110,000 students in 207 schools. We employ more than 6,200 teachers and 6,000 support personnel to serve our unique student population while offering programming and services to fit the needs of all our students.

Memphis-Shelby County Schools has created a data-driven culture that serves as the backdrop for strategic decision-making and informed solution-based decisions. The information gleaned from data, research-based strategies, and performance outcomes provides our district with amazing opportunities to offer high-quality educational options to every student.

The MSCS mission is to prepare all students for success in learning, leadership, and life through three strategic initiatives. The initiatives are:

1. Strengthen Early Literacy (K-2) and Continuing Literacy (3-12)
2. Recruit, Retain, Immerse, and Entrench
3. Relevant, Rigorous, and Equitable Academics

### **2.0 SCOPE OF SERVICES**

SCBE requests proposals for **Formative Assessment**. The specifications are contained in the Request for Proposal. Responses submitted must meet or exceed all requirements. Proposals that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

### **3.0 NON-EXCLUSIVE**

The intent of this contract is to provide SCBE with an expedited means of procuring supplies and/or services. This contract is for the convenience of SCBE and is considered to be a "Non-Exclusive" use contract. SCBE does not guarantee any usage. SCBE will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule.

### **4.0 NOTICE OF INTENT TO AWARD**

A Notice of Intent to Award is written notification that a vendor has been selected for a contract award. This letter is not a guarantee of award. The Board of Education reserves the right to reject or accept the recommendation submitted. If the Board accepts and approves the recommendation, an executed agreement will be submitted to the successful supplier. If the Board rejects the recommendation, MSCS shall rescind the Notice of Intent to Award.

## **PART II: GENERAL TERMS AND CONDITIONS**

### **1.0 STATEMENT OF CONFIDENTIALITY**

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of SCBE and/or third-party participant.

### **2.0 TERM OF AGREEMENT**

The anticipated term of this contract is an initial **three (3) years with the option to renew for two (2) additional one (1) year terms.**

- A. SCBE expects all vendors to provide year over year cost reduction recommendations.
- B. Price decreases are acceptable at any time, need not be verifiable, and are required should the vendor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- C. Price adjustments from the vendor/producer/processor/manufacture for any/all items may be considered at renewal, if applicable noted in the RFP document. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least ninety (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- D. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Memphis-Shelby County Schools.

### **3.0 PRE-PROPOSAL MEETING (N/A)**

### **4.0 QUESTIONS AND INQUIRIES**

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN March 20, 2024 @ 11:00 a.m. CST.** Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on SCBE website [www.scsk12.org/procurement/bids](http://www.scsk12.org/procurement/bids) and Newspaper. Please do not submit questions in PDF format.

## **RFP Schedule**

<b>RFP Post</b>	<b>March 13, 2024</b>
<b>Questions Due</b>	<b>March 20, 2024 @ 11:00 am CST</b>
<b>Q&amp;A Post on Website</b>	<b>March 22, 2024 by End Of Day</b>
<b>RFP Due Date/Time</b>	<b>April 3, 2024 @ 12:00 pm CST</b>
<b>Vendor Presentations</b>	<b>Week of April 8<sup>th</sup> – April 12<sup>th</sup> (if needed)</b>

### **5.0 POINT OF CONTACT**

Stacey Brown  
Procurement Office  
[browns13@scsk12.org](mailto:browns13@scsk12.org)

### **6.0 CONTRACT FACILITATOR /SCBE SUPERVISION**

The Vendor's performance will be under the technical direction of the Buyer/Requesting Department/Project Manager who will be responsible for ensuring vendor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The vendor shall be accountable to the end users on all matters relating to the scope of services.

### **7.0 CONTRACT TYPE**

The contract resulting from this solicitation will be a price contract based on the scope of services.

### **8.0 PAYMENT TERMS**

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line-item price on the Purchase Order and made within 30 days after the date on the invoice.

SCBE reserves the right to reduce or withhold contract payment in the event the Vendor does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Vendor otherwise materially breaches the terms and conditions of the contract.

### **9.0 RFP REVISIONS**

Should it become necessary to revise any part of this RFP, addenda will be posted on SCBE's Procurement Office website @ <http://www.scsk12.org/procurement/bids>. All addenda, amendments or changes issued shall be deemed received by Vendor provided they are posted to SCBE Procurement Office website. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

## **10.0 SUBMISSION DEADLINE**

In order to be eligible for consideration, proposals must be received at the Procurement Office no later than **April 3, 2024 @ 12:00 PM CST**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal to the Procurement Office. After the submission deadline, no matter what the reason, proposals will be returned unopened. Delivery to SCBE' mailroom, lobby, etc. shall not constitute delivery. **The Procurement Office is located at 160 S. Hollywood Street, Room 126, Memphis, TN 38112. Proposal responses delivered to any other location shall not constitute delivery to the Procurement Services Office.**

## **11.0 PROPOSAL OPENING**

RFP Proposals are not opened publicly, but in the presence of at least two Purchasing Office employees. Once the proposals are opened, the Buyer will prepare a document that summarizes the proposals received. This document will be available for inspection no later than 20 days after opening and prior to Notice of Award letter is issued.

## **12.0 DURATION OF OFFER**

A proposal submitted in response to this solicitation is binding upon the Vendor and is considered irrevocable for a minimum of **120 days** following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

## **13.0 INSURANCE**

All Vendors shall complete and sign the attached Certificate of Insurance with their proposal per the attached insurance requirement form (See Appendix G).

## **14.0 LIQUIDATED DAMAGES**

In the event the Awarded Respondent(s) fails to deliver the goods or services of the contract in accordance with the specifications, SCBE reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of SCBE. All additional expenses incurred by SCBE as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

## **15.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE**

In accordance with TN Code Ann. 49-5-413, unless explicitly excluded by statute; and pursuant to Memphis-Shelby County Schools' requirements, Vendors (persons, corporations or other entities) whose employee(s), subvendor(s), or representative(s) will come in contact or close proximity to MSCS students during the course of business, must require their employee(s), subvendor(s), or representative(s) to supply a fingerprint sample and submit to a criminal history check through the Tennessee Bureau of Investigation (TBI), and they will issue them a greenlight letter. Once they receive the greenlight letter, an appointment should be made with Memphis-Shelby County Schools ID Department. A copy of the greenlight letter, along with \$30.00 (exact change or company check), will be required to obtain a MSCS Vendor ID Badge. A MSCS Vendor ID Badge is required before permitting the person to have contact with the children or entering school grounds.



The cost of fingerprinting, conducting the criminal records check, and obtaining a Memphis-Shelby County School's identification badge will be the sole responsibility of the Vendor for each of the Vendor's employee(s), subvendor(s), or representative(s). Vendors doing business with MSCS are required to renew their badges annually. The Memphis-Shelby County School's identification badge shall be worn at all times by each of the Vendor's employee(s), subvendor(s), or representative(s) at shirt pocket height while on Memphis-Shelby County Schools' property. For more information regarding of fingerprinting, conducting the criminal records check, and obtaining a Memphis-Shelby County School's identification badge, please contact 901-416-5318.

MSCS further reserves the right to audit the criminal history background records of any Vendor employee(s), subvendor(s) or representative(s) having contact with MSCS students. Audits may be conducted on a quarterly basis with 48 hours' prior notice. It is the Vendors responsibility to ensure records are current and made available upon request to MSCS. Failure to provide MSCS access to current criminal history checks upon request could lead to Vendor debarment.

#### **16.0 COMPLIANCE WITH LAWS**

Vendors shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Contract. Vendors violation of any of these laws, statutes, ordinances, rules or regulations constitutes a breach of this Contract and entitles SCBE to terminate this Contract immediately upon delivery of written notice of termination to Vendor.

#### **17.0 LEGAL COMPLIANCE**

- A. Vendor shall comply in all respect with Federal, State and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Tennessee. Any disputes, legal cases or other controversies shall be pursued in Tennessee Courts consistent with and subject to Tennessee State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Tennessee Occupational Safety and Health Act Standards.
- B. Specifically, vendor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of vendor and vendor's subcontractors are screened through the Federal Government's E-Verify system, found at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) . This is a "no fee" service.

#### **17.1 EPA COMPLIANCE**

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

#### **18.0 BONDING (N/A)**

## **19.0 TERMS AND CONDITIONS**

Any contract entered into in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. SCBE shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, SCBE may find said Vendor in default.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any Vendor or incorporated in any acknowledgement of contract awarded to the successful Vendor, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Procurement Director.

## **PART III: PROPOSAL FORMAT**

### **1.0 GENERAL FORMAT**

- A. Vendors shall submit the following: Each submission should include as indicated below.

The proposal must include **One (1) original (labeled), eight (8) copies, and 1 (one) USB** in a sealed envelope clearly labeled as indicated in B below. An electronic version of the proposal shall also be submitted with the original. The electronic media must be a USB and shall bear a label on the outside containing the RFP number and name, as well as the name of the Vendor.

- B. The outside of each package shall, in addition, be labeled with the following:

1. The Vendor's name and business address.
2. The due date/time for receipt of proposals.
3. The Title of the RFP and RFP number

### **2.0 PROPOSAL FORMAT**

The proposal must include a table of contents and all pages in the proposal must be numbered, consecutively from beginning to end and separated by tabs as described below:

#### **TAB A. TRANSMITTAL LETTER**

The proposal is to be accompanied by a brief transmittal letter prepared on the Vendor's letterhead and signed by an individual who is authorized to commit the Vendor to the services and requirements in the RFP and proposal. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Vendor to the contract, who will receive all official notices concerning this RFP.
2. The Vendor's Federal Tax Identification Number or Social Security Number.
3. A brief statement illustrating that the Vendor understands the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes it is best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this RFP

**TAB B. TABLE OF CONTENTS**

**TAB C. EXPERIENCE AND CAPABILITIES**

Vendor shall provide information on past and current experience with rendering services similar in size and scope to those in this RFP. This description shall include:

1. Summary of the services offered including the number of years the Vendor provided these services; the number of clients and geographic locations the Vendor currently serves, etc. and has served; and if a past customer, why the Vendor is no longer providing services;
2. Organizational chart of the Vendor showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles
3. The names of all key personnel who will perform work under this contract. Include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least **three (3)** recent references from customers who are capable of documenting the following: a) the Vendor's ability to manage similar contracts, b) the quality and breadth of services provided by the Vendor under similar contracts (See Appendix C). If Memphis-Shelby County Schools is a client or has been a client of the Respondent for the services outlined in the RFP, MSCS reserves the right to be a reference, if not listed.

**TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS**

1. The Vendor shall include in its proposal, completed audited financial statements including the auditor's notes, for its **last three (3) years**. If the Vendor has not had its financial statements audited by an independent accounting firm, the Vendor must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
  - a. Recently audited (or best available) financial statements
  - b. Dunn and Bradstreet Rating
  - c. Standard and Poor's Rating
  - d. Lines of credit
  - e. Evidence of a successful financial track record
  - f. Evidence of adequate working capital
2. Vendor shall identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with SCBE.

**TAB E. TECHNICAL RESPONSE TO RFP SCOPE OF SERVICES**

The Vendor shall address each major requirement of Part V (Scope of Services) (separated by tabs if substantial)

**TAB F. FORMS**

1. Bid Bond (If Applicable)
2. Special Terms & Conditions for RFP'S (Appendix A)
3. Addenda Acknowledgement Form (Appendix B)
4. References (Appendix C)
5. Completed Non-Collusion Certificate (Notarized) (Appendix D)
6. Completed Debarment Affidavit (Notarized) (Appendix E)
7. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
8. Certificate of Insurance Coverage (Appendix G)
9. 2011 Local Preference Purchasing (Appendix H)
10. Compensation/Pricing Schedule (Appendix I).
11. Complete State of Tennessee Non-Boycott of Israel Certification (Appendix J)
12. Complete State of Tennessee Iran Divestment Act Certification (Appendix K)
13. Complete Certification Regarding Lobbying (Appendix L)

**TAB G. Pricing Schedule (Compensation Schedule)**

**TAB H. ELECTRONIC MEDIA (INCLUDE WITH SUBMISSION)**

**Failure to provide any of the requested information or documents in this solicitation may render the proposal non-responsive.**

## **PART IV: EVALUATION AND SELECTION PROCEDURE**

### **1.0 EVALUATION COMMITTEE**

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to SCBE, considering technical factors and other factors set forth herein.

### **2.0 EVALUATION PROCESS**

- A. The committee will evaluate each proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail, E-mail, or facsimile transmission at the discretion of SCBE. During the evaluation process, the committee may request technical assistance from any source.
- C. The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of SCBE.
- D. If applicable, SCBE Policy 2011 Local Preference Purchasing will be applied accordingly. Please see Appendix H for policy details.
- E. Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. If an oral presentation is requested, the oral presentation is a part of the evaluation.
- F. If it is determined to be in the best interest of SCBE, SCBE may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.
- G. The Committee will recommend the vendor whose overall proposal provides the most advantageous offer to SCBE considering all RFP requirements, based on evaluation factors set forth in this RFP.

### **3.0 EVALUATION CRITERIA**

The Evaluation committee will evaluate proposals using the following criteria. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

- A. Approach to satisfying requirements
- B. Vendor's experience and capabilities/references
- C. Fiscal Integrity/Financial Stability

<b>Evaluation Criteria</b>	<b>Major</b>
	<b>Weights</b>
Background and Qualifications	10%
Functionality & Services	45%
Technology Implementation	20%
Cost	20%
Financial Stability	5%
Total	100%

## PART V: SCOPE OF SERVICES (DETAILS)

### 1.0 THE SERVICES

The district is seeking proposals for a standards-based formative assessment system. Our preference is that the vendor provides an assessment system that can serve elementary, middle, and high schools. However, if the vendor has a formative assessment system that can only be used in elementary and middle school grades (3-8) or can only be used in high school grades (9-12), they are still encouraged to apply.

The standards-based formative assessment system will inform instruction, guide professional development, and ultimately boost student achievement. Data provided by periodic district-wide and school-level formative assessments will help school administrators, coaches, and teachers identify strengths and areas needing improvement at the student and class level. Such data will facilitate teachers' efforts to differentiate instruction across students and to identify areas requiring re-teaching at the class level. Data provided by the standards-based formative assessment system will assist in professional development planning by identifying strengths and weaknesses at the teacher, school, and district level.

The standards-based assessment must have the following features:

- The vendor must be able to assess English Language Arts, math, and science in grades 3-8 **and/or** provide course specific assessments for High School: 9<sup>th</sup> grade English, 10<sup>th</sup> grade English, Algebra I, Algebra II, Geometry, and Biology.
- Must have sufficient evidence of reliability and validity.
- The ability to test online.
- Assessment items must be aligned with Tennessee Curriculum standards and match the rigor of Tennessee's TCAP Achievement and End of Course test items.
- Item types other than typical multiple-choice questions (e.g., multi-select items, two-part items).
- In addition to benchmark testing that will occur three times per year, a sufficiently large item bank must be available for school-level leaders and teachers to create additional standards-based assessments.
- A website through which school-level and district level personnel can gain access to student assessment results. The website must be password protected to guard the confidentiality of student data.
- The vendor's server must have the capacity to support large scale online testing.
- At a minimum, the assessment must have the capacity to serve Shelby County Schools' student population of approximately 65,000 grades 3-12 non-charter school students, and ideally, it would have the capacity to serve the approximately 87,000 grades K-12 non-charter school students if needed.
- The system must be able to pull student data from the district's PowerSchool student information system or provide the capacity to upload data extracts from our student information system.
- The system must make downloadable raw data files of assessment results available to district staff in a format that is easily imported to Excel or statistical software (e.g., already in Excel or in a csv file).
- The system must have a reliable method for backing up data to avoid loss of student data.



- Ongoing professional development must be provided at the district and school level.
- At a minimum, during the first year, four hours of in-person professional development should be provided for at least two representatives from each school (306 representatives from 153 schools). An additional four hours of professional development should also be provided to the 306 school representatives for a total of eight hours during the first year, and these additional four hours may be provided in person or virtually. In addition, at least four hours of in-person professional development should be provided the first year to as many as 100 central office representatives. We ask that any in-person sessions for schools or central office personnel not include more than 35 participants.

Additional standards-based assessment features that are of interest include the following:

- Ability to test social studies in grades 6-8 and U.S. History in high school.
- An option to use vendor-produced benchmark assessments.
- The ability to create or purchase from the vendor benchmark assessments with content that matches the pacing of the district's curriculum.
- It is highly preferred that the vendor provides both rostering and SSO (Single Sign On) support with Clever.
- Lockdown browser for online testing
- Ability to provide a text-to-speech accommodation with online testing.
- Good predictor of TCAP Achievement test and End of Course test results
- Instructional resources connected to the assessment.

## **PART VI: APPENDICES**

## **APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR RFP'S**

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. SCBE shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, SCBE may find said Vendor in default.

### **1. REQUEST FOR PROPOSALS (RFP)**

- a. DIRECTIONS: SCBE invites all interested and qualified vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.
- b. DEFINITIONS: For the purpose and clarity of this document only, "SCBE" will mean The Memphis-Shelby County Schools. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested broker, vendor, supplier, vendor, and/or manufacturer that want to respond to this RFP.

### **2. GENERAL REQUIREMENTS**

- a. AUTHORIZED DEALERS: Only authorized dealers may submit a proposal on requested equipment. At the discretion of SCBE, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. INSPECTIONS: SCBE reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this RFP for as long as may be considered necessary by SCBE. All expenses of the inspectors shall be borne by SCBE. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Vendor of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for SCBE, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. TYPES OF PURCHASES: These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public and charter schools, offices, or to any designated warehouse or warehouses in Shelby County.
- d. SINGLE PRICE: Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item even though the vendor may feel that it has two or more types or styles that will meet specifications. Vendor must determine which to offer. If said Vendor should submit more than one price on any item, all prices for that item will be rejected.
- e. AGGREGATE BIDS: Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of SCBE. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be

consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Vendor shall call said conflict to the attention of SCBE Director of Purchasing & Supply Services for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand names and model numbers are offered as a reference for Vendors as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of SCBE.
- h. **PRODUCT OFFERED BY THE VENDOR:** The product offered by the Vendor shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to SCBE a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Procurement Director. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to SCBE, which would provide sufficient data to enable SCBE to judge the Vendor's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to SCBE to the specification as written. Any deviation by the Awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **Piggyback Clause:** Shelby County Board of Education reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from this RFP. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Proposer agrees that the Shelby County Board of Education shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Respondent(s) and this contract shall be binding only upon the principals

signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Respondent. SCBE does not assume any responsibility other than to obtain pricing for the specifications provided.

### **3. CONFLICT OF INTEREST**

- i. In accordance with policy 1013 Superintendent Code of Ethics SCBE has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All respondents are expected to comply with any and all SCBE Ethics Policies that may apply to them individually or as a business entity.
- ii. All respondents should review carefully the conflict-of-interest policies. Specific attention should be accorded to SCBE Ethics Policies (SCBE Policy 1013) prohibiting SCBE employees from benefiting from business with the school system.
- iii. All respondents are placed on notice that all questions/interpretations concerning SCBE Ethics Policies may be submitted to the Ethics Review Panel in accordance with SCBE Policy 1013.

### **4. PRICES**

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever SCBE indicates the unit of measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of SCBE to determine whether the Vendor's price will be recalculated. SCBE will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.
- c. **DELIVERY CHARGES:** All prices shall include FOB Destination.
- d. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. **PRICE REDUCTIONS:** SCBE reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.
- f. **Tax Exemption.** SCBE is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

## **5. ITEM DELIVERY**

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for SCBE shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 3:30 p.m.**; to schools – between **9:00 a.m. and 2:30 p.m.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a SCBE worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation or refrigerated goods will be defined in General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. SCBE Purchase Order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location (Example: ABC Elementary School Library) and Bid/Contract Number. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to SCBE complying with the Safety regulations as required by OSHA and the Tennessee State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the proposal response, certifying that the regulations for the type of equipment furnished shall meet all regulations applying to this type of equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: SCBE Facilities Safety Officer, 1364 Farmville, Memphis, TN, 38122.
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Respondent fails to deliver the goods or services of the contract in accordance with the specifications, SCBE reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of SCBE. All additional expenses incurred by SCBE as a result of such purchases will be deducted from the monies owed or monies that may become due to the Vendor.

## **6. GUARANTEE AND WARRANTIES**

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or

services by SCBE. Vendor expressly warrants that: (a). The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b). The Vendor hereby provides a warranty of authorization as to all goods and services. (c). The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local, state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.

- b. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the RFP.
- c. **OFFICE EQUIPMENT:** Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied, free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- d. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Terms and Conditions for requirements on specific equipment.
- e. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

## **7. FEDERAL GRANT FUNDS**

- a. The Respondent understands and agrees that it is possible federal grant funds may be used in connection with certain delivery orders issued pursuant to and under the contract agreement. Accordingly, prior to commencing and all work under any and all delivery orders pursuant to and under the contract agreement, the respondent shall ascertain and verify if federal grant funds are to be used by MSCS. If MSCS will use any federal funds in connection with a delivery order, it is the obligation of the respondent and the respondent understands and agrees that the respondent shall adhere to and comply with all applicable federal laws, regulations circulars, executive orders, procedures and guidelines, as and if applicable, amended from time to time.

## **8. PROPOSAL SUBMISSION**

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the

part of Vendors.

- b. **SUBMISSION:** Proposals must be delivered to the Procurement Office, 160 S Hollywood Street, Room 126, Memphis, TN 38112. Vendors must submit a proposal as specified in the General Terms and Conditions. Vendors shall retain one (1) copy of the proposal for their files. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.
- c. **FORMAT:** Signed proposals must be delivered in sealed, opaque envelopes and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. SCBE shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.
- d. **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, email address and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or emailed to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.
- e. **PARTNERSHIPS:** Proposals by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- f. **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.
- g. **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to complete the certificates and/or affidavits that are incorporated into the General Terms and conditions of this RFP. Such documents are required by local, state, or federal funding agencies of SCBE as part of the bidding process. The documents may include Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- h. **SAMPLES:** When indicated in the General Terms and Conditions, a properly tagged sample and descriptive data shall be submitted to the address specified no later than the date specified in the Schedule of Events included in the General Terms and Conditions. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the RFP number. SCBE will not be responsible for any samples not picked up within 30 days of the notification of Vendors to do so. Samples may be retained by SCBE until Vendors are notified to remove them. Vendors agree that SCBE will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.
- i. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Vendors shall be



required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the proposal and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested. Failure to submit the above information when requested is sufficient grounds for rejection of the proposal.

- j. **PROPOSAL PREPARATION FEES:** SCBE will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.
- k. **PROPOSAL EVALUATION** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions. Consideration will be given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Vendor, and the ability of the Vendor to perform satisfactorily. Evaluation may also be made for other factors, such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. SCBE will consider the Vendor's record and performance of any prior contracts with SCBE, federal departments or agencies, or with other public bodies.
- l. **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made in accordance with the General Terms and Conditions.

## **9. RESOLUTION FOR PROTEST AND DISPUTES**

The Procurement Director shall attempt to resolve informally all protests of bid award recommendations. Vendors are encouraged to present their concerns promptly to the buyer for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.

### **A. RIGHT TO PROTEST**

Prior to the commencement of an action in court concerning the controversy, any actual vendor who claims to be aggrieved in connection with a solicitation, the solicitation process, or a pending award of a contract may protest to the Buyer. Procurement Director shall attempt to resolve informally all protest of award recommendations. Protest shall be submitted in writing within seven (7) days after such claimant knows or should know of the facts giving rise to the protest.

- 1. An aggrieved respondent of standing or Vendor may protest to the Buyer a proposed award of a contract for supplies, equipment, services, or maintenance. A respondent of standing is a respondent who would be directly next in line for an award should the protest be supported.
  - a. The protest shall be in writing addressed to the Buyer with a copy to the Procurement Director and shall include the following:
    - The name address and telephone number(s) of the protester.
    - Identification of the solicitation
    - Statement of reasons for the protest

- Supporting documentation to substantiate the claim.
  - The remedy sought.
2. The protest must be filed with the Procurement Office within seven (7) calendar days of the recommendation of award or notification to the respondent or Vendor that their bid or proposal will be rejected.
  3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
  4. The Procurement Director shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
  5. The Procurement Director shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

## **B. BOND REQUIREMENTS**

1. Neither a protest nor a stay of award shall proceed under this section unless the protesting party posts a protest bond. The protesting party shall post with the Procurement Director, at the time of filing a notice of protest, a bond payable to the Shelby County Board of Education in the amount of five percent (5%) of the lowest cost proposal evaluated or, if a protest is filed prior to the opening of cost proposals, the bond payable shall be five percent (5%) of the estimated maximum liability provided in the procurement document. The protest bond shall be in form and substance acceptable to the Shelby County Board of Education and shall be immediately payable to the Shelby County Board of Education conditioned upon a decision by the protest committee that:
  - a. A request for consideration, protest, pleading, motion, or other document is signed, before or after appeal to the Chief Financial Officer, in violation of subsection (b).
  - b. The protest has been brought or pursued in bad faith; or
  - c. The protest does not state on its face a valid basis for protest.
2. The bond shall be payable to the Shelby County Board of Education for any other reason approved by the Procurement Office. The Board of Education shall hold the protest bond for at least eleven (11) calendar days after the date of the final determination by the Procurement Director. If the protesting party appeals the Procurement Director's determination to the protest committee, the Procurement Director shall hold the protest bond until instructed by the General Counsel Office to either keep the bond or return it to the protesting party.
3. At the time of filing notice of a protest of a procurement in which the lowest bid or lowest evaluated cost proposal is less than one million dollars (\$1,000,000), a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business protesting party may submit a written petition for exemption from the protest bond requirement of subsection (c). The petition shall include clear evidence of a minority-owned business, woman-owned business, service-disabled veteran-owned business, or small business status. On the day of receipt, the petition shall be given to the chief procurement officer. The chief procurement officer has seven (7) calendar

days in which to make a determination. If an exemption from the protest bond requirement is granted, the protest shall proceed as though the bond were posted. Should the chief procurement officer deny an exemption from the requirement, the protesting party shall post the protest bond with the chief procurement officer as required in subsection (c) within five (5) calendar days of the determination.

### **C. APPEAL OF CONTRACT AWARD DECISION**

1. The Procurement Director shall issue a decision in writing. Any decision of an award protest may be appealed to the CFO within seven (7) days of issuance of the decision by the Procurement Director
2. Any decision to make an award protest may be appealed to the Superintendent within seven (7) days of issuance of the decision by the Chief Financial Officer.
3. The Superintendent will evaluate the issues involved and render a decision. The decision of the Superintendent is final.

### **10. CONTRACT TERM**

The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

### **11. COMMENCEMENT OF SERVICES**

SCBE shall have no obligation to pay for services performed before SCBE approves the contract or after it ends. SCBE shall have no obligation to pay for services in excess of the monetary amount of the award. SCBE shall have no obligation to pay for services before a purchase order is issued.

### **12. ADDENDA**

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be emailed to the Buyer, "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the RFP specifications will be made through the appropriate addenda. Failure of any Supplier to receive such addenda or interpretation shall not relieve any Supplier from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

### **13. ANNULMENTS AND RESERVATIONS**

- a. **RIGHT TO REJECT:** SCBE reserves the right to exercise its statutory option to reject any or all proposals and re-advertise other proposals. SCBE reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and SCBE also reserves the right not to order any items(s) within the

specification.

- b **WAIVER OF TECHNICAL DEFECTS:** SCBE reserves the right to waive technical defects, if in its judgment the interest of SCBE shall so require.
- c **CONTRACT RESERVATIONS:** SCBE reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon SCBE materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of SCBE to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental restrictions, or the inability to obtain transportation, SCBE reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of God, war, flood, governmental action, or the inability to obtain transportation, SCBE reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d **AUTHORITY TO DEBAR OR SUSPEND** The Procurement Director shall have the authority to request to debar a person or company for cause from consideration for award of contracts.

#### **14. TERMINATION OF CONTRACT**

- a **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** SCBE may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. SCBE shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of SCBE. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c **TERMINATION FOR CONVENIENCE:** SCBE has the right to terminate this Agreement at any time, without any liability, upon five (5) days prior written notice to Vendor, provided that Vendor shall be compensated for services rendered prior to the date of termination.
- d Each participating jurisdiction and/or local educational agency (LEA) public school district has the right to withdraw from the terms of the contract without showing cause, be providing thirty (30) calendar days' written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the vendor(s) shall be stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

## 15. GOVERNING LAW & VENUE

- a. The RFP shall be construed in accordance with, and interpreted under, the laws of the State of Tennessee. Any lawsuits arising out of such RFP shall be filed in the Circuit Court of Memphis, Tennessee.

## 16. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and mailed to SHELBY COUNTY BOARD OF EDUCATION, Accounts Payable Office, Room 160 S. Hollywood St., Room 250, Memphis, TN 38112 (unless otherwise noted). **Vendors must receive written authorization from Procurement to redirect invoice submission to another location other than Accounts Payable.**
- b. **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify SCBE Purchase Order Number, line item number and item descriptions or services shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments are permissible.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by SCBE, then SCBE shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of SCBE. Vendor and its employees, agents, volunteers and vendors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and SCBE for the mutual disclosure of such records by and among the Vendor, SCBE and SCBE' employees, agents, volunteers and vendors.
- f. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the SHELBY COUNTY BOARD OF EDUCATION, Superintendent and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the SCBE and their respective elected/appointed officials, employees, departments, agencies, agents, and

volunteers, arising as a result of direct or indirect, willful, or negligent act or omission of the Vendor or its employees, agents, or volunteers.

g. **INSURANCE:**

1. The vendor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of SCBE, damage to the property of others, including SCBE, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-vendor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.

All contractors, vendors or service providers coming on to District premises to do work or provide services are required to have insurance. Insurance is necessary to cover any claims or losses for which the contractor/vendor may be responsible for. Schools or central office departments should verify a current Certificate of Insurance, including endorsements from the contractor or vendor is on file with Procurement Services prior to the beginning of work and/or the start of a contract. A Certificate of Insurance is a standard form issued by the insurance company evidencing the insurance information (including policy limits and types of insurance) of its policyholder.

2. The following coverages and limits are required of all vendors: The following minimum insurance standards shall apply to all vendors performing, selling, or distributing products and services at Memphis-Shelby County Schools. If a product or service, in the opinion of Risk Management, represents an unusual or exceptional risk, additional insurance for that product or service may be required.

- **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, in an amount not less than \$1,000,000, Product Liability and Completed Operations Liability in an amount not less than \$2,000,000 combined single limit, per occurrence, and \$2,000,000 aggregate.
- **Workers' Compensation:** \$1,000,000. If the contractor/vendor has less than 5 employees, a statement on the vendor letterhead should be placed on file.
- **Employers Liability Coverage:** \$1,000,000.
- **Automobile Liability:** For vendors who will drive on District property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
  - For Charter Bus Companies, the minimum Automobile Liability coverage required is \$5,000,000.

### **Other Insurance Coverage That May Be Required:**

- **Professional Liability (Errors & Omissions):** Not less than \$1,000,000 per occurrence and aggregate to be maintained for the duration of the agreement and three years following its termination.
  - This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. The minimum limit for architects and engineers is \$2,000,000 per occurrence and in the aggregate and may be increased depending upon the nature of the services to be provided to the district.
- **Umbrella or Excess Liability Coverage:** Not less than \$4,000,000 per occurrence and in the aggregate.
  - This coverage typically sits above the underlying General Liability, Automobile Liability and Professional Liability policies. Depending on the scope and work to be performed in the proposed agreement, this policy may be required in order for the vendor to be able to meet the minimum insurance requirements.
  - Required for all construction, security, IT, and healthcare related contracts.
- **Cyber Risk Insurance:** Not less than \$2,000,000 per claim to be maintained for the duration of the agreement and three years following its termination.
  - This insurance requirement applies when a third party will be using, storing or accessing private, confidential or protected information.
- **Environmental Liability:** Not less than \$2,000,000 per claim and in the aggregate.
  - This insurance requirement applies when a vendor will be performing environmental clean-up work (decontamination/remediation), will be working with hazardous substance or waste, or may have similar such exposures while performing work under the proposed agreement. Higher limits of environmental liability coverage may be required depending upon the scope of services.

*Vendors and contractors shall name the Board of Education Shelby County Schools, it's officers, agents, employees and volunteers as an additional insured on its general liability insurance policy.*

Coverages and limits are to be considered as minimum requirements and in no way limits the liability of the vendor, contractor or service provider.

All policies shall evidence insurance written by carriers authorized to conduct business in the State of Tennessee and rated at least "A" in A.M. Best's Key Rating Guide.

Renewal certificates of insurance shall be provided annually to Procurement Services until all work is completed.

Please contact Risk Management, Sandra Burgess, [burgessse@scsk12.org](mailto:burgessse@scsk12.org) or 416-1997 with any questions.

3. The certificate on this insurance shall be made in favor of the **Shelby County Board of Education, Memphis TN 38112** and indicate paid up coverage for the term of the contract.
4. The certificate of insurance **TO BE SUBMITTED** to the PROCUREMENT OFFICE, 160 S. HOLLYWOOD ST., MEMPHIS, TN 38112.
5. It will be the responsibility of the successful Respondent(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.
6. The cost of the above insurance shall be considered an overhead or operating expense to the Vendor, similar to rental costs, utilities, automobile liability insurance, and other business-related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Request for Proposal.**
- h. **NON-ASSIGNABILITY:** This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of SCBE. Any attempt to do so without such written consent shall be null and void of no effect.
- i. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- j. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by SCBE and made available by the Vendor to SCBE and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.
- k. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or proposals shall not be considered a part of this Contract.
- l. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at SCBE sites and all material furnished by SCBE ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to SCBE as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or



replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

- m. **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Emblem of SCBE in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange) without the prior written consent of SCBE, which consent will not be unreasonably withheld. Purchase by SCBE of any articles, material, merchandise, or service does not imply that SCBE has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of SCBE in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of SCBE is prohibited by the United States Criminal Code - Section 706.

#### **17. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE**

After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PROCUREMENT OFFICE SHELBY COUNTY BOARD OF EDUCATION, MEMPHIS, TENNESSEE, 38112, in writing:

In the event of strikes, Acts of God, or other circumstances beyond the vendors control which prevent completion of service or delivery, the vendor must secure temporary contractual relief. The circumstances and duration must be stated by the vendor in writing and be forwarded to the PROCUREMENT OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PROCUREMENT OFFICE, for those goods and services which are necessary for the day to day needs of SCBE.

**APPENDIX B-ADDENDUM ACKNOWLEDGEMENT**

**RFP 04032024SB  
Formative Assessment**

(If applicable) Please complete and return with your bid response.

I the undersigned acknowledge the receipt of the following addenda to this solicitation.

Addendum #1- Date Received \_\_\_\_\_

Addendum #2 - Date Received \_\_\_\_\_

Addendum #3 - Date Received \_\_\_\_\_

Addendum #4 - Date Received \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Contact Phone Number

**APPENDIX C – REFERENCES**  
**RFP 04032024SB**  
**Formative Assessment**

**1.**

**Client Name:**

**Address:**

**Services Provided:**

**Date(s) of services:**

**Contact Name & Title:**

**Phone No:**

**Email Address:**

**2.**

**Client Name:**

**Address:**

**Services Provided:**

**Date(s) of services:**

**Contact Name & Title:**

**Phone No:**

**Email Address:**

**3.**

**Client Name:**

**Address:**

**Services Provided:**

**Date(s) of services:**

**Contact Name & Title:**

**Phone No:**

**Email Address:**

**APPENDIX D - NON-COLLUSION CERTIFICATE**  
**(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**RFP 04032024SB**  
**Formative Assessment**

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized

representative of \_\_\_\_\_

whose address is \_\_\_\_\_ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the RFP or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the RFP price or price proposal of the respondents or Vendor herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within RFP or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(PRINTED OR TYPED NAME)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX E - DEBARMENT AFFIDAVIT**  
**(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)**

**RFP 04032024SB**  
**Formative Assessment**

**Certification Regarding Debarment, Suspension  
Ineligibility and Voluntary  
Exclusion—Primary and/or Lower Tier Covered Transactions**

- (1) The prospective participant certifies to the best of its knowledge, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) The prospective participant and its principals have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) The prospective participant and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in Paragraph 2 of this certification.
- (4) The prospective participant and its principals have not, within a three (3) year period preceding this application/proposal, had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- (5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of:

x \_\_\_\_\_  
Respondent, if the respondent is an individual

x \_\_\_\_\_  
Partner, if the respondent is a partnership

x \_\_\_\_\_  
Officer, if the respondent is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX F- ANTI-BRIBERY AFFIDAVIT**  
(TO BE SUBMITTED WITH TECHNICAL PROPOSAL)

**RFP 04032024SB**  
**Formative Assessment**

\_\_\_\_\_, being first duly sworn deposes and says that he is an officer in the organization known as \_\_\_\_\_ and the party making a certain proposal or RFP dated, \_\_\_\_\_ 20\_\_\_\_, to the Shelby County of Education:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 39-16-101 of the State of Tennessee Code of Ethics Ordinance or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 39-16-102 Bribery of Public Servant has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Tennessee Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of:

x \_\_\_\_\_  
Respondent, if the respondent is an individual

Partner, if the respondent is a partnership

x \_\_\_\_\_  
Officer, if the respondent is a corporation

x \_\_\_\_\_  
Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX G - CERTIFICATE OF INSURANCE COVERAGE**  
**(TO BE SUBMITTED WITH PROPOSAL)**  
**RFP 04032024SB**  
**Formative Assessment**

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NO: \_\_\_\_\_

The below signed hereby certifies that the following information is true and correct. [Please note there may be other minimum coverage requirements based on the specifics of the project. Please see Appendix A-16 (Contract Terms and Conditions) – g (Insurance).]

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$2,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
EMPLOYERS LIABILITY	\$1,000,000			
WORKMAN'S COMP	\$1,000,000			

( ) LIMITS ON ABOVE POLICY WILL BE INCREASED ( ) ABOVE POLICY NOW IN EFFECT

( ) POLICY WILL BE OBTAINED/ISSUED ON \_\_\_\_\_

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- SCBE is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to SCBE.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by SCBE.
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- SCBE is hereby granted authority to contact the agency directly to confirm SCBE information or obtain copies of certificates of insurance. SCBE bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to SCBE. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful respondent will be required to provide insurance coverage as shown in General Conditions of RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

SCBE is hereby named Additional Insured.

The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to SCBE.

The insurance company is prohibited from pleading government function in the absence of any specified written authority from SCBE.

The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form **MUST** be totally complete, **MUST** show that all Limits of Insurance are or will be met, and **MUST** be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted may result in rejection of your RFP as being non-responsive.

\_\_\_\_\_  
(AUTHORIZED AGENT'S SIGNATURE)

\_\_\_\_\_  
(DATE)



## LOCAL PREFERENCE PURCHASING

### I. PURPOSE

To give a local preference to businesses located in Shelby County, Tennessee for the purchase of supplies, materials, equipment, and services.

### II. SCOPE

This policy applies to District level contracts with a total dollar purchase greater than \$25,000.

### III. DEFINITION

- A. Local Preference Purchasing means giving preference to businesses located within Shelby County, Tennessee in the purchase of personal property, materials, and contractual services and in constructing improvements to real property or to existing structures.
- B. Local Business means a vendor or contractor who holds a valid license to do business in Shelby County, Tennessee; has a street address within the limits of said locality for a continuous period of at least six (6) months prior to bid or proposal opening date; and has proof that Shelby County Personal Taxes are current (applies to local businesses who have been doing business in Shelby County, Tennessee for a year or more).

### IV. POLICY STATEMENT

The Shelby County Board of Education recognizes that a significant amount of funds are spent on purchasing personal property, materials, and contractual services and in constructing improvements to real property or to existing structures. The Board also recognizes that dollars used in making purchases are derived largely from revenues generated from businesses located within Shelby County, Tennessee. The Board believes that funds generated in the community should be placed back into the local economy. Therefore, it is the policy of Shelby County Board of Education to provide a preference to

local businesses in procurement transactions whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

In the bidding of, or letting for procurement of supplies, materials, equipment and services, with a total price greater than \$25,000, if the lowest responsive bidder is a regional or nonlocal business, then all bids received from Local Businesses are decreased by five (5) percent. The original bid is not changed; the five (5) percent is calculated only for the purpose of determining the Local Preference. The Local Preference cost differential is not to exceed one hundred thousand dollars (\$100,000.00).

In the case of request for proposals, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, Local Businesses will be assigned five (5) percent of the total evaluation points up to a maximum of five (5) points.

In the event of a tie between a local and non-local business, favor shall be given to the Local Business and a coin toss method will be used to break ties between two (2) or more local businesses meeting said specifications.

#### **Exceptions**

This preference shall not apply to purchases or contracts that are funded in whole or in part by a governmental entity if the laws, regulations or policies governing such funding prohibit application of the Local Preference; when exigent emergency conditions or noncompetitive situations exist; and when a particular purchase, contract, or category of contracts for which MSCS is the awarding authority is waived upon written justification and recommendation of the Board.

#### **Restrictions**

The Local Preference shall apply to District level purchases only. The preference shall apply to new contracts for supplies, materials, equipment, and services first solicited after January 29, 2013.

### **V. RESPONSIBILITY**

- A. The "users" of services are responsible for furnishing an objective evaluation of their needs and for identifying the specifications of the services to be delivered.
- B. The Chief Financial Officer is responsible for developing final specifications and obtaining all bids, requests for proposals, and contracted service agreements.
- C. The Chief Financial Officer is responsible for ensuring that all services have been properly approved and all procedures followed before signing contractual agreements.
- D. The Superintendent is responsible for ensuring compliance with this policy.

**APPENDIX I - CERTIFICATE OF INSURANCE COVERAGE**  
**(TO BE SUBMITTED WITH PROPOSAL)**  
**RFP 04032024SB**  
**Formative Assessment**

The district is seeking proposals for a standards-based formative assessment system. Our preference is that the vendor provides an assessment system that can serve elementary, middle, and high schools. However, if the vendor has a formative assessment system that can only be used in elementary and middle school grades (3-8) or can only be used in high school grades (9-12), they are still encouraged to apply.

**PLEASE SEE THE EXCEL WORKBOOK POSTED UNDER THE RFP**  
**THERE ARE FOUR (4) TABS IN THE WORKBOOK**

- Tab 1:** Pricing Schedule for the Full Solution (Excluding Optional Assessments)
- Tab 2:** Grades 3-8 ELA, Math, and Science Assessment Pricing Schedule
- Tab 3:** High School English I and II, Algebra I and II, Geometry and Biology Assessment Pricing Schedule
- Tab 4:** Optional Assessments

**APPENDIX J**  
**(TO BE SUBMITTED WITH BID)**  
**RFP 04032024SB**  
**Formative Assessment**



**STATE OF TENNESSEE**  
**NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Bidder certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name</b>	<b>Phone Number / Email Address</b>

**APPENDIX K**  
**(TO BE SUBMITTED WITH BID)**  
**RFP 04032024SB**  
**Formative Assessment**



**STATE OF TENNESSEE**  
**IRAN DIVESTMENT ACT CERTIFICATION**

<b>SUBJECT CONTRACT NUMBER(S):</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON SUPPLIER IDENTIFICATION NUMBER:</b>	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website:

<https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

---

**CONTRACTOR SIGNATURE**

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

---

**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE**

**APPENDIX L**  
(TO BE SUBMITTED WITH BID)

**RFP 04032024SB**  
**Formative Assessment**  
**CERTIFICATION REGARDING LOBBYING**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-JLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of the certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

---

FNS Grant/Cooperative Agreement

---

Name/Address of Organization

---

Name/Title of Submitting Official

---

Signature

Date



## Department of Procurement Services

---

160 South Hollywood Street - Room 126 - Memphis, TN 38112 - (901) 416-5376

### QUESTIONS AND ANSWERS

#### RFP 04032024SB Formative Assessment

1. **Can the assessment items/questions in the item bank be sourced, or must they be created by the vendor?**  
They can be sourced.
2. **Is the district writing the benchmark assessments or are those provided by the vendor?**  
The district is expecting test items to be provided by the vendor. The vendor may provide completed benchmark assessments or an item bank that the district can use to create benchmark assessments.
3. **If a vendor's assessments and expertise are primarily focused on ELA and Math (and not Science), does the district consider that a barrier to responding to this RFP?**  
A proposal that has no science component is not likely to be selected.
4. **Has the district identified structures, windows, or specific days for the professional development outlined in the RFP?**  
No. However, we would expect initial professional development to occur by August of 2024.
5. **Can you share more information about the desired purpose, design, and use of "vendor-produced benchmark assessments with content that matches the pacing of the district's curriculum?"**  
This refers to benchmarks created by the vendor that match the pacing of the district's curriculum. These benchmarks, which may need to be custom made by the vendor, would only include curriculum standards that have already been covered at the time of testing based on the district's curriculum pacing guide.
6. **For the IT Questionnaire, is it a barrier to application if the vendor's software does not currently have the listed certification reports?**
7. **Do the science assessments need to be delivered digitally and must they align to the NGSS?**  
We prefer online testing capability for science, and the assessments would need to align to Tennessee state science standards.
8. **If a vendor's assessments and expertise are primarily focused on ELA and Math (and not Science), does the district consider that a barrier to responding to this RFP?**  
A proposal that has no science component is not likely to be selected.

9. **Would open source assessment items available on paper only sufficiently meet your needs for subject areas that are not the vendors primary content areas?**  
We strongly prefer online assessments for all content areas but other options would be considered.
10. **Does each content assessment need to be delivered online and does each assessment need to roll up on our platform?**  
We strongly prefer online assessments for all content areas, but other options would be considered.
11. **Does MSCS already have a benchmark test that occurs three times per year, and is seeking an item bank in this requirement? Or is MSCS seeking a benchmark test and an item bank as part of this requirement? If the latter, is MSCS using benchmark and formative interchangeably?**  
Yes, benchmark and formative are being used interchangeably to refer to the three assessments that would be given district-wide three times per year. In addition, we are requesting an item bank that can be used for additional assessments outside of the three district-wide assessments.
12. **Does SCBE agree that the Vendor will retain exclusive rights over any designs, programs, documents, data, reports, materials, supplies, equipment, accomplishments, processes, improvements, methodology, and assessment items owned by the Vendor prior to award and not specifically created for SCBE and that all of these items shall remain Vendor's exclusive property?**
13. **Does SCBE agree that any inspection shall be limited to regular business hours? Would SCBE be agreeable to signing a non-disclosure agreement before accessing any trade secret information? Would SCBE be agreeable to signing non-disclosure agreements prior to accessing any trade secret information in the course of any inspection?**
14. **Does SCBE accept that the Vendor is only required to indemnify SCBE for actions arising directly or indirectly due to the fault of the Vendor, its agents, employees, or volunteers and is not required to indemnify SCBE for actions caused by any omission or negligence on the part of SCBE?**
15. **Will the Vendor have an opportunity to negotiate language contained in the Terms and Conditions or Special Terms and Conditions for RFP's contained in Appendix A?**
16. **For the in-person professional development sessions during the first year, should the vendor assume that SCBE will provide meeting space at either the central office or individual schools?**  
Yes.



**17. Is Science a required subject for this bid? In other words, if a vendor offers Math and ELA, but no Science, would the District consider a response without Science?**  
A proposal that has no science component is not likely to be selected.

**18. Are the following bullets related to professional development intended to be the same or separate requirements?**

- Ongoing professional development must be provided at the district and school level.
- At a minimum, during the first year, four hours of in-person professional development should be provided for at least two representatives from each school (306 representatives from 153 schools). An additional four hours of professional development should also be provided to the 306 school representatives for a total of eight hours during the first year, and these additional four hours may be provided in person or virtually. In addition, at least four hours of in-person professional development should be provided the first year to as many as 100 central office representatives. We ask that any in-person sessions for schools or central office personnel not include more than 35 participants.

Regarding the second bullet, can MSCS clarify your expectation for the in-person meetings? We understand that 306 representatives from 153 schools are to receive four hours of in-person training, along with plans for the involvement of 100 central office representatives. But the District asks to keep the meetings to no more than 35 participants at any time. Could MSCS clarify if you have a specific arrangement or multiple sessions in mind to fit the 35-person guideline in relation to the total number of representatives desired? The bullet points refer to the same requirement. One bullet point details the minimum amount of PD that must be provided, but vendors can offer additional PD beyond the minimum. We are not mandating the specific content of the sessions but at a minimum the sessions should result in our school and district personnel being able to correctly administer assessments and use the resulting reports.

**19. Can MSCS clarify “the ability to create or purchase from the vendor benchmark assessments with content that matches the pacing of the district’s curriculum”?**

This refers to benchmarks created by the vendor that match the pacing of the district’s curriculum. These benchmarks, which may need to be custom made by the vendor, would only include curriculum standards that have already been covered at the time of testing based on the district’s curriculum pacing guide.

**20. Can MSCS confirm the current curricula for the content areas (math, ELA, science, social studies)? In addition, can MSCS confirm that the District is seeking curriculum-aligned assessments?**

The assessments must be curriculum aligned in that they should be aligned with Tennessee curriculum standards. Assessments that match the curriculum pacing guide

of the district and only include standards covered so far during the school year are of interest to the district but are not a requirement.

**21. For ELA, does MSCS expect commissioned or permissioned passages?**

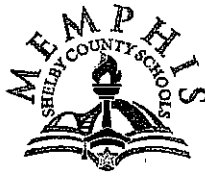
Either type of passage is potentially acceptable and will be considered when reviewing the proposals.

**22. When does MSCS expect the formative assessment system to be operational?**

September, 2024

**Thank you,**

**Procurement Services**



## Department of Procurement Services

160 South Hollywood Street · Room 126 · Memphis, TN 38112 · (901) 416-5376

### QUESTIONS AND ANSWERS

#### RFP 04032024SB Formative Assessment

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No. However, we would expect initial professional development to occur by August of 2024.
5. **Can you share more information about the desired purpose, design, and use of "vendor-produced benchmark assessments with content that matches the pacing of the district's curriculum?"**  
This refers to benchmarks created by the vendor that match the pacing of the district's curriculum. These benchmarks, which may need to be custom made by the vendor, would only include curriculum standards that have already been covered at the time of testing based on the district's curriculum pacing guide.
6. **For the IT Questionnaire, is it a barrier to application if the vendor's software does not currently have the listed certification reports?**

In this case, the certification reports are not crucial for compliance or security reasons. However, if the vendor is supposed to take out PII like in the case of any cloud software, meeting the criteria can demonstrate its reliability, effectiveness and security. In this case, this will not disqualify the vendor from consideration.

7. **Do the science assessments need to be delivered digitally and must they align to the NGSS?**

We prefer online testing capability for science, and the assessments would need to align to Tennessee state science standards.

8. If a vendor's assessments and expertise are primarily focused on ELA and Math (and not Science), does the district consider that a barrier to responding to this RFP?

A proposal that has no science component is not likely to be selected.

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We strongly prefer online assessments for all content areas but other options would be considered.

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Yes, benchmark and formative are being used interchangeably to refer to the three assessments that would be given district-wide three times per year. In addition, we are requesting an item bank that can be used for additional assessments outside of the three district-wide assessments.

12. Does SCBE agree that the Vendor will retain exclusive rights over any designs, programs, documents, data, reports, materials, supplies, equipment, accomplishments, processes, improvements, methodology, and assessment items owned by the Vendor prior to award and not specifically created for SCBE and that all of these items shall remain Vendor's exclusive property?

The vendor will supply us with pre-existing tests and item banks that MSCS can use but those tests and item banks will remain the vendor's property while MSCS uses them and after the contract ends. When the contract ends, MSCS would not expect to still have access to the vendors tests and item banks, but we should be able to download any test results during our contract with the vendor and keep the test results after the contract ends. The expectation is that MSCS will own and have access to its data during and after the contract engagement. A Data Usage agreement may also be executed or added into this agreement that specifically spells out the expectation surrounding the use of MSCS' data.

13. Does SCBE agree that any inspection shall be limited to regular business hours? Would SCBE be agreeable to signing a non-disclosure agreement before accessing any trade secret information? Would SCBE be agreeable to signing non-disclosure agreements prior to accessing any trade secret information in the course of any inspection?

Depending on the needs of MSCS, we will work with the vendor to have any inspections and/or requests completed during business hours and if there is a need beyond regular

business hours, MSCS will work with the vendor to establish these hours and the protocols surrounding these hours. MSCS is open to reviewing and possibly agreeing to a non-disclosure agreement

- 14. Does SCBE accept that the Vendor is only required to indemnify SCBE for actions arising directly or indirectly due to the fault of the Vendor, its agents, employees, or volunteers and is not required to indemnify SCBE for actions caused by any omission or negligence on the part of SCBE?**

Indemnity. It is expressly agreed that SCS will not assume liability for any injury (including death) to any persons or damage to any property arising out of the acts or omissions of the agents or employees of the Contractor. Further, to the extent permitted by law, Contractor will defend, indemnify and hold SCS harmless from any and all third party demands, claims, suits actions and legal proceedings brought against the SCS, its board members, officers, employees or agents arising out of any third party claim that (1) the Service infringes or misappropriates the intellectual property rights of that third party or (2) acts or omissions by Contractor or its agents or employees that result in bodily injury (including death) in the course of performing services to SCS pursuant to this Agreement. The foregoing provisions shall include, but not be limited to, any judgments, awards, settlements (as approved by Contractor), reasonable attorney fees, and costs and expenses incurred by SCS in connection with the defense of any actual or threatened action, proceeding or claim. Notwithstanding the foregoing, Contractor shall not be obligated to indemnify SCS if such infringement or misappropriation claim arises from: (a) the SCS Content or content from an User; (b) SCS's or User's misuse of the Service; or (c) SCS's or User's use of the Service in combination with any products, services, or technology provided by a third party. If such a claim of infringement or misappropriation is made or threatened, Contractor may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license for SCS to continue its use of the Service; or (iii) notwithstanding Contractor's obligation to indemnify hereunder, terminate the Agreement with no liability to SCS or any User along with the return of the unused portion of any prepaid fees. SCS will indemnify and defend Contractor to the extent allowed by Tennessee Law, from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party regarding: (z) an allegation that the SCS Content or content from any User infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by SCS (or any User) in violation of this Agreement. The party seeking indemnification (the "Indemnified Party") shall provide the other party (the "Indemnifying Party") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense of or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Parties entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

- 15. Will the Vendor have an opportunity to negotiate language contained in the Terms and Conditions or Special Terms and Conditions for RFP's contained in Appendix A? The contract will be reviewed, negotiated and agreed upon by both MSCS and the awarded vendor.**

**16. For the in-person professional development sessions during the first year, should the vendor assume that SCBE will provide meeting space at either the central office or individual schools?**

**Yes.**

**17. Is Science a required subject for this bid? In other words, if a vendor offers Math and ELA, but no Science, would the District consider a response without Science?**

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**21. For ELA, does MSCS expect commissioned or permissioned passages?**

Either type of passage is potentially acceptable and will be considered when reviewing the proposals.

**22. When does MSCS expect the formative assessment system to be operational?**

September, 2024

**Thank you,**

**Procurement Services**

# Memphis-Shelby County Schools Information Technology Vendor Assessment Questionnaire



Company Name: \_\_\_\_\_  
Responder Name: \_\_\_\_\_

Company Website: \_\_\_\_\_  
Date of Response: \_\_\_\_\_

## Service Overview

1. Name of application or service being provided:
2. Description of application or service:
3. What technology languages/platforms/stacks/components are utilized in the scope of the application? (Azure? MySQL? Ruby on Rails? Go? JavaScript?):
4. Is your service run from your own (a) data center, (b) the cloud, or (c) deployed-on premise only Data Center Location(s) (relative to services provided)?
5. Which cloud providers do you rely on?
6. Have you researched your cloud providers best security practices?
7. Which data centers/countries/geographies are you deployed in?

## Please attach the following documents for review (if existing)

1. Most recent Application Code Review or Penetration Testing Reports (carried out by independent third party)
2. Information Security Policies and Procedures
3. Data Flow Diagram
4. Any other Documents supporting your responses in this questionnaire (Please provide a description for each document)
5. PCI, SOC2 type II or ISO27001 certification reports
6. Other Independent Audit report (please provide details)

## Data Protection & Access Control

1. Please describe the company/user data you require to provide your service: personal information, financial data, confidential/sensitive data.
2. How do you encrypt customer data? Please submit all relevant documentation
3. Describe how your organization decides who does and does not have access to sensitive data
4. Please describe your general rules management in relation to role provisioning, deprovisioning, and recertification.
5. Which groups of staff (individual contractors and full-time) have access to personal and sensitive data handed to you?
6. Describe the circumstances in which customer data is allowed to leave your environment?
7. Describe the data retrieval process at termination of contract or engagement and include data format options.



# Memphis-Shelby County Schools Information Technology Vendor Assessment Questionnaire



## **Authentication**

### Internal Use

1. Do you have an internal password policy?
2. Do you have complexity or length requirements for passwords?
3. How are passwords hashed?
4. Is MFA required for employees/contractors to log in to production systems?
5. Do internal applications leverage SSO for authentication?

### Third Party Data Processing

1. Which processors (vendors) access your customer's information?
2. Do these processors (vendors) contractually comply with your security standards for data processing?
3. How do you regularly audit your critical vendors?

## **Policies and Procedures**

1. Do you have an Information security risk management program (InfoSec RMP)?
2. Do you have management support or a security management forum to evaluate and take action on security risks?
3. Do you have a dedicated information security team? If so, what is the composition and reporting structure?
4. Do your information security and privacy policies align with industry standards (ISO-27001, NIST Cyber Security Framework, ISO-22307, CoBIT, etc.)?
5. Do you have a policy exception process?
6. Are all employment candidates, contractors and involved third parties subject to background verification (as allowed by local laws, regulations, ethics and contractual constraints)?
7. Are all personnel required to sign Confidentiality Agreements to protect customer information, as a condition of employment?
8. Are documented procedures followed to govern change in employment and/or termination including timely revocation of access and return of assets?
9. Do you have a communication policy that notifies the customer of changes in application or service security changes? If so, please explain or attach.

## **Proactive/Reactive Security**

1. How is your network security testing performed? Internal, third parties or both? If so, what is the cadence? Explain your methodology

# Memphis-Shelby County Schools Information Technology

## Vendor Assessment Questionnaire



2. How is your application security testing performed? Internal, third parties or both? If so, what is the cadence? Explain your methodology
3. Please summarize or attach your network vulnerability management processes and procedures?
4. What is your timeframe for patching critical vulnerabilities?
5. What tools do you use for vulnerability management?
6. What tools do you use for application vulnerability management?
7. How do you evaluate patches and updates for your infrastructure?
8. Do you publish a path for responsible disclosure of security vulnerabilities (ie security@ or /security)?
9. If applicable, are all endpoint laptops that connect directly to production networks centrally managed?
10. Describe standard employee issued device security configuration/features (ie AV, encryption, antimalware, etc).
11. Does sensitive or private data ever reside on endpoint devices? How is this policy enforced?
12. How do you limit data exfiltration from production endpoint devices?
13. What systems do you have in place that mitigate classes of web application vulnerabilities? (ie WAF, proxies, etc)
14. Do you have breach detection systems and/or anomaly detection with alerting?
15. Are changes to the production environment reviewed by at least two engineers/operations staff?
16. Are all security events (authentication events, SSH session commands, privilege elevations) in production logged?
17. Is the production network segmented into different zones based on security levels?
18. What is the process for making changes to network configuration?
19. Is all network traffic over public networks to the production infrastructure sent over cryptographically sound encrypted connections? (TLS, VPN, IPSEC, etc). If there are plaintext connections, what is sent unencrypted?
20. How do you keep aware of potential security vulnerabilities and threats that may affect your service?
21. How do you log and alert on relevant security events? (this includes the network and application layer)?
22. Describe or attach your Security Incident Response Program?
23. How is your Incident Response Plan tested? Include cadence.
24. Do you have a formal service level agreement (SLA) for incident response?

# Memphis-Shelby County Schools Information Technology

## Vendor Assessment Questionnaire



25. Do you have formally defined criteria for notifying a client during an incident that might impact the security of their data or systems? What are your SLAs for notification?

### Customer Facing Application Security

- 1) Please describe how you authenticate users: If passwords are used, describe complexity requirements, and how passwords are protected. If SSO is supported, please describe the available options
- 2) Does application allow user MFA to be enforced by admins?
- 3) Does application support IP whitelisting for user authentication?
- 4) Does your application support standardized roles and permissions for users (ie admin, user)?
- 5) Does your application enable custom granular permissions and roles to be created?
- 6) Which audit trails and logs are kept for systems and applications with access to customer data?
- 7) Does your application provide customer administrators with direct access to verbose audit logs (API, export, viewer etc)?
- 8) Data Retention
- 9) Does your application allow for custom data retention policy for customer data?
- 10) Does your application provide a change log? Can Shelby County Schools request copies when necessary?
- 11) Does your application provide a sandbox environment to customers for testing?
- 12) API Management
  - i) How does your application store API keys?
  - ii) Does application support IP whitelisting for API access?
  - iii) Please describe how you authenticate users: If passwords are used, describe complexity requirements, and how passwords are protected. If SSO is supported, please describe the available options

### Compliance

- 1) How do you conduct internal audits (audits lead by your personnel) of the service? please describe the scope, remediation process and frequency of audits.
- 2) How do you conduct external (third-party) audits of the service? please describe the scope and frequency of audits.
- 3) Please provide a copy of the most recent report.
- 4) Which IT operational, security, privacy related standards, certifications and/or regulations you do comply with?
- 5) Please provide a copy of the most recent certifications.

**Appendix 1 - Pricing Schedule**  
**RFP 04032024SB**  
**Formative Assessment - Full Solution (Excluding Options)**

Cost Proposal: Please check all subjects and grades for which benchmark assessments could be supplied by the vendor from existing vendor item banks.									
Grade	Number of Students	Subject	EA Price Proposed	Subject	Mathematics Price Proposed	Science	Science/Biology Price Proposed		
Grade 3	5800	<input type="checkbox"/> English / Language Arts		<input type="checkbox"/> Mathematics		<input type="checkbox"/> Science			
Grade 4	6800	<input type="checkbox"/> English / Language Arts		<input type="checkbox"/> Mathematics		<input type="checkbox"/> Science			
Grade 5	7100	<input type="checkbox"/> English / Language Arts		<input type="checkbox"/> Mathematics		<input type="checkbox"/> Science			
Grade 6	6300	<input type="checkbox"/> English / Language Arts		<input type="checkbox"/> Mathematics		<input type="checkbox"/> Science			
Grade 7	6200	<input type="checkbox"/> English / Language Arts		<input type="checkbox"/> Mathematics		<input type="checkbox"/> Science			
Grade 8	5800	<input type="checkbox"/> English / Language Arts		<input type="checkbox"/> Mathematics		<input type="checkbox"/> Science			
High School (Grades 9-12)	English I: 5200; English II: 5200; Algebra I: 5800; Algebra II: 5800; Geometry: 5800; Biology: 5100; unique students across all HS tests: 19,260	<input type="checkbox"/> English I <input type="checkbox"/> English II <input type="checkbox"/> Algebra I <input type="checkbox"/> Geometry	\$0.00		\$0.00		\$0.00		
Total									
Item Descriptions:									
Assessment	Per Person or Per Hour Price Proposed		Unit		Explanatory Notes or Comments:				
	\$		U.S. per student (per test)						
Professional Development On Site	\$		U.S. per hour						
Professional Development Reported (e.g., webinar)	\$		U.S. per hour or call/night						
Web Desk Support*	\$								
Additional Cost - Host Provider Device	\$								

\*\*\* Please breakdown the initial three (3) year cost:

Initial three (3) year total cost: \$ \_\_\_\_\_ Year 1 Cost: \$ \_\_\_\_\_ Year 2 Cost: \$ \_\_\_\_\_ Year 3 Cost: \$ \_\_\_\_\_

Alt. year (1st retest) optional total cost: \$ \_\_\_\_\_  
 5th year (2nd retest) optional total cost: \$ \_\_\_\_\_  
 \*\*\* You must provide this total cost for the initial three (3) years and the retest options

# **Appendix Eight**

## **RESOLUTION TERMINATING EMPLOYMENT CONTRACT**

**WHEREAS**, the Shelby County Board of Education ("Board") appointed Dr. Marie N. Feagins as Superintendent for Memphis-Shelby County Schools ("District") effective April 1, 2024.

**WHEREAS**, the Board entered into a Contract for Employment with Dr. Feagins on or about March 26, 2024 ("Contract").

**WHEREAS**, the Board has become aware of professional misconduct by Dr. Feagins that violates the terms of the Contract. Such professional misconduct includes, but is not limited to the following:

1. Dr. Feagins misled the Board and the public when she stated during a Board Work Session that the District had paid employees \$1 million in overtime wages for time not worked. Dr. Feagins never presented any evidence suggesting that her statement was true, and she did not correct or clarify her statement to the public.
2. Dr. Feagins accepted a donation of more than \$45,000.00 without Board approval. At a Board Work Session, Dr. Feagins misrepresented her knowledge of and involvement in depositing the unapproved donation check in violation of Board Policy.
3. Dr. Feagins was dishonest with the Board and the public when she stated that certain federal grant funds were still available to the District despite Dr. Feagins failing to obligate the funds prior to the required deadline.

**WHEREAS**, the Board has also become aware of certain patterns of behavior by Dr. Feagins that are not conducive to the effective operation of the District in the best interests of students, included but not limited to Dr. Feagins' refusal to communicate and/or cooperate with valued District partners and her failure to promptly report significant matters pertinent to the Board's responsibility to oversee the operation of the District.

**WHEREAS**, the Board believes that Dr. Feagins has engaged in conduct detrimental to the District and the families it serves.

**WHEREAS**, the Board believes that Dr. Feagins' conduct, including but not limited to her dishonesty and lack of candor with the Board, constitutes professional misconduct and a breach of her Contract.

**WHEREAS**, the Board desires to terminate Dr. Feagins's appointment and Contract pursuant to Sections 14.C & 14.E of the Contract.

**BE IT THEREFORE RESOLVED** that the Contract shall be terminated effective immediately.

**BE IT FURTHER RESOLVED** that Dr. Feagins's appointment as Superintendent for the District and her employment with the Board shall be terminated effective immediately.

December 17, 2024

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Joyce Dorse Coleman, Board Chair

# **Appendix Nine**

# **Shelby County Board of Education**

**2018**

**Issued Date: 09/27/16**

## **FRAUD, WASTE, and ABUSE**

### **I. PURPOSE**

To provide guidelines to prevent, detect, and appropriately respond to acts of fraudulent activities.

### **II. SCOPE**

This policy shall apply to any suspected or actual fraudulent activity involving District assets by employees and/or any individual/entity (e.g., charter schools, vendors, and agencies) engaging in business on behalf of Shelby County Schools (hereafter referred to as District representative).

### **III. DEFINITION**

**Abuse** - behavior that is deficient when compared to behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances and includes the misuse of authority or position for personal financial interests or those of an immediate or close family member or business associate. Abuse does not necessarily involve fraud, or noncompliance with provisions of laws, regulations, contracts, or grant agreements (U.S. Government Accountability Office, Government Auditing Standards, Dec. 2011).

**District Representative** - employees and/or any individual/entity (e.g., charter schools, vendors, and agencies) engaging in business on behalf of Shelby County Schools.

**Fraud** - an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or State Law.



**Fraudulent activity** – the use of one’s position for personal gain through the deliberate misuse or misapplication (including waste and abuse) of the District’s assets or for the personal gain of others.

**Public official** - a person elected or appointed to any office of a public entity.

**Waste** – the careless or needless expenditure of District funds or the consumption of District property, that results from deficient practices, systems, controls, or decisions. Waste does not necessarily involve fraud, or noncompliance with provisions of laws, regulations, contracts, or grant agreements.

**Retaliation** - an adverse action taken as a result of an employee filing a complaint or grievance.

#### **IV. POLICY STATEMENT**

##### **A. General Statement**

Shelby County Schools is committed to the responsible stewardship of its resources and strives to ensure that the District, including its operational practices and assets are safeguarded from the consequences of fraudulent activity. Fraudulent activity may include, but is not limited to:

- Use of District resources for personal gain
- Theft of inventory
- Misappropriation of funds
- Purchases for personal use
- Kickbacks/bribery
- Falsifying official documents (i.e., payroll records, academic records, drill reports)

Participation in any form of fraudulent activity involving Shelby County Schools’ assets by any District representative shall be prohibited. The District shall, therefore, establish guidelines to prevent, detect, and appropriately respond to acts of fraudulent activity. Such guidelines shall at a minimum align with the principles outlined in the TN Internal Control and Compliance Manual and

- Promote an anti-fraud culture
- Provide fraud awareness training that clearly communicates expected behaviors of District representatives; the effects of fraudulent activity; reporting mechanisms; and potential consequences
- Provide a system for District representatives and others to report information regarding suspected and/or known fraudulent activity. Such

system must be adequately publicized and allow individuals to make reports anonymously via telephone, email, internet, mail or in person

- Require the District to continuously monitor established internal controls and conduct periodic fraud risk assessments

In the absence of specific guidance governing fraudulent activities, District representatives shall not be relieved from exercising the highest ethical standards.

B. Methods for Reporting Suspected Fraudulent Activity

In accordance with the Local Government Instances of Fraud Reporting Act, public officials with knowledge based upon available information that theft, forgery, credit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct involving public money, property, or services has occurred shall report the information in a reasonable amount of time to the office of the Comptroller of the Treasury. Citizens and District representatives suspecting fraudulent activity, including waste and abuse of District assets are strongly encouraged to report such activities via the following available options:

- Contact a supervisor  
Employees may use an internal reporting system through supervisory channels to report fraudulent activities. In the event the suspected fraudulent activity involves the immediate supervisor, the employee may direct his/her suspicion to the next supervisory level or directly to the office for internal audit.  
  
Supervisors receiving reports of fraudulent activity shall immediately contact the office responsible for internal audit for Shelby County Schools
- Contact the office responsible for internal audit for Shelby County Schools at 901-416-5436
- Contact the Shelby County Schools Fraud Hotline at  
1-844-910-0088 (English speaking)  
1-800-216-1288 (Spanish speaking)  
[www.lighthouse-services.com/scsk12](http://www.lighthouse-services.com/scsk12)
- Contact the State Audit Hotline for Fraud, Waste, and Abuse 1-800-232-5454 or at <http://www.comptroller.tn.gov/hotline>

Individuals desiring to mail or present information in person may do so at the Francis Coe Building (Francis Coe) 160 S. Hollywood, Memphis, TN 38112, Room 312.

This shall not contravene the rights and responsibilities of employees and/or others set forth in any State or Federal laws, including but not limited to T.C.A. 50-1-304, 49-50-1401 et seq., 8-50-601 et seq., federal or state human rights and/or civil rights laws of the United States Constitution.

To the greatest extent permitted by law, all reports of fraudulent activity shall remain confidential. Activities associated with investigations shall not be disclosed or discussed with anyone other than those who have a legitimate need to know. Any employee found violating this confidentiality may be subject to disciplinary action up to and including termination from employment.

- C. Whistleblower Protection (see policy 4039 Employee Whistleblower Protection <http://www.scsk12.org/policy/pm/4000/4039.html>)

Any act of retaliation, including but not limited to harassment and/or discrimination against an employee reporting suspicion of any fraudulent activity in accordance with this policy shall be prohibited by the District. Disciplinary measures up to and including termination from employment with the District shall apply to any employee acting in a retaliatory manner against another employee who complains or files a grievance in accordance with this policy.

- D. Investigations of Alleged Fraudulent Activities

Reports of fraudulent activity shall be immediately and decisively addressed by the office responsible for internal audit. Employees involved in suspected fraudulent activity are expected to cooperate in authorized investigations. Under no circumstance shall an employee, excluding appropriate staff in the office responsible for internal audit, attempt to (1) contact the suspected individual regarding the issue; (2) discuss the allegations and/or facts with anyone unless specifically instructed by the Superintendent or his/her designee; or (3) conduct investigations related to any suspected fraudulent activity.

Information provided to the District regarding fraudulent activities will be immediately investigated by the office responsible for internal audit to determine further actions as deemed necessary, including, but not be limited to, disciplinary and/or legal actions and external reporting obligations.

When disciplinary actions are required, the offices responsible for human resources, labor relations, internal audit and general counsel as deemed necessary shall consult prior to any action being administered. Applicable statutes and District policies relative to employee discipline shall be observed.

**E. Training**

Fraud awareness training shall be provided to employees as deemed appropriate.

**F. Sanctions**

Violations of this policy, administrative rules and regulations, and/or guidelines may result in legal action, disciplinary actions up to and including termination from employment, and/or restitution to the District for losses or damages.

**V. RESPONSIBILITY**

- A. Employees shall be responsible for acting in an honest and ethical manner; and complying with requirements of this policy and administrative rules and regulations and/or guidance.
- B. Management shall be responsible for initiating measures to prevent and detect fraudulent activities.
- C. Internal Audit is responsible for providing support to management in determining the adequacy of established internal controls; conducting investigations of suspected fraud; and reporting cases of fraud as appropriate.
- D. The Superintendent shall be responsible for ensuring that this policy is followed.

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**Legal References:**

- 1. T.C.A. 8-50-601-603
- 2. T.C.A. 50-1-304
- 3. T.C.A. 49-50-1401-1411
- 4. T.C.A. 49-2-301
- 5. T.C.A. 8-4-501-505
- 6. U.S. Const. amend. I
- 7. T.C.A. 10-7-504
- 8. TN Internal Control and Compliance Manual for Governmental Entities and Other Audited Entities in Tennessee

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**Cross References:**

- 1. 4002 Staff Ethics
- 2. 4003 Conflict of Interest
- 3. 4010 Harassment of Employees
- 4. 4055 Employment-Related Complaints and Grievances
- 5. 1009 Non-Discrimination Statement
- 6. 4039 Employee Whistleblower Protection
- 7. 7007 School Support Organizations

# Appendix

# Ten

January 6, 2025

**VIA E-MAIL**

Joyce Dorse Coleman, Board Chair  
Memphis Shelby County Schools

**Re: Response to Your Email Dated – December 23, 2024**

Dear Chair Coleman:

I am responding to your email dated December 23, 2024, requesting my statement be submitted on January 3, 2025. During the Board's special called meeting on December 17, 2024, the Board voted that I would present my response to the Board as a "Committee of the Whole" on January 14, 2025, with the full Board addressing the Resolution during its regularly scheduled business meeting on January 21, 2025. Your directive to submit a response 11 days sooner does not uphold the Board's official vote on December 17, 2024, or align with Board Policy 0001, which states, in relevant part:

**All powers of the Board of Education lie in its action as a group. Individual Board members exercise their authority over school affairs only as they vote to take action at a meeting of the Board. In other instances, an individual Board member, including the Chair, shall have power only when the Board, by vote, has delegated authority to him or her.**

Given the magnitude of this situation, I appreciate the opportunity to submit a written response. However, I reserve my right to supplement this statement up to and including during the meeting on January 14, 2025, and throughout the duration of my continued service as Superintendent of this District.

The commitment of five board members to prematurely end my contract without substantiated cause is extremely disappointing. While the Board holds the authority to terminate me: I will not resign. I am deeply disturbed by certain Board Members' unwarranted attacks on my integrity, the egregious disregard for my invaluable professional training, licensures, education, and certifications, and the insulting indifference toward my extensive experience as an award-winning teacher, professional school counselor, assistant principal, principal, head coach, and central office administrator.

Despite the falsehoods and defamatory public remarks intended to damage my character and diminish public trust in me, I have upheld the highest standards of professionalism. This includes navigating attempts by current and former Board members to remove me and create an intimidating work environment—actions of which you have been aware for months—while also tactfully addressing this resulting national embarrassment brought on our city and district. Since that disheartening December day, I have set aside my disappointment and remained enthusiastically focused on the mission: accelerating the progress of our District for the benefit of our children.

To directly speak to the meritless claims, I have never, under any circumstances, intentionally or unintentionally misled a Board member or the Board as a whole. Furthermore, I have not mismanaged District funds. The two transactions at issue adhered to the Tennessee Comptroller

Internal Control and Compliance Manual, District Policy, Federal Law, and Tennessee State Law as written. Most importantly, as a solutions-oriented leader, I have prioritized enhancing internal grant management processes and fortifying internal controls to prevent similar issues in the future, while ensuring the Board remains fully informed through transparent and consistent reporting. My efforts include, but are not limited to, requesting earlier issuance of solicitations (RFP) and timely notifications, stricter deadline monitoring, and enhanced staff training on policy, grant guidelines, and reporting.

To heighten my understanding of the alleged "conduct detrimental to the District and the families it serves," my lawyer formally asked your attorney for specific policies or procedures allegedly breached, any statements claimed to be misleading or untruthful, and facts supporting a material breach of my contract. To date – without a vote of the Board – you declined to provide this information. In the absence of such specificity, I stand by my public statements during the December 17, 2024, meeting and look forward to providing greater detail on January 14, 2025.

In your email, you admonished me stating, *"any attempts to intimidate any employee of Memphis-Shelby County Schools will not be tolerated. I strongly advise against any behavior that could be perceived as retaliatory."* Although it is contradictory that I am the subject of a potential termination due to the mistakes and decisions made by staff members, the implication that I would engage in such behavior is unfounded and contrary to my professional record. I have not intimidated or retaliated against any employee of Memphis-Shelby County Schools, or any person for that matter, nor will I tolerate retaliation or be intimidated.

I am proud and privileged to serve the Memphis-Shelby County Schools community. I urge reconsideration of this personally driven grievance and politically motivated action, as it does not serve the best interests of our District, children, or the broader community. I remain committed to finishing the job I was hired to do a few months ago on a collaborative mission to position the District as a national model for bold education transformation.

Dr. Marie N. Feagins  
Superintendent  
Memphis-Shelby County Schools

Enc: Emails Dated December 23, 2024

# **Appendix Eleven**



January 14, 2025

To: Memphis Shelby County Board of Education

**Re: Official Response to Board Resolution dated December 17, 2024**

Education is more than textbooks—it is the lifeblood of a city. It shapes who we are and who we become. It's how businesses choose where to invest, families decide where to plant their roots, and communities find hope in making dreams come true. **Strong schools build strong children and strong cities.**

When I accepted this role on February 9, 2024, I did so with one goal: to make the District the engine of transformation for Memphis. I shared that the right leader, at the right place, at the right time changes everything knowing that transformation is both a privilege and a burden. I knew it would require hard work, a strong team, and a commitment to put students first—always. But I also knew this: when you are committed to doing hard work, your leadership is inconvenient, and comfort is never the companion of progress.

I have learned a difficult truth over the past few months. Facts, transparency, and even integrity hold little weight and are overshadowed by noise. That truth came into sharp focus on December 17, 2024, when Board Chair Coleman called the city together to terminate my contract. I sat through hours of agonizing disrespect and defamatory attacks that cut deeply as leader who worked tirelessly to rise in the ranks and as a Black woman who knows all too well what it feels like to have your competence questioned, your intentions distorted, and your dignity dismissed.

Despite Chair Coleman's claim that I fail to communicate critical information, the facts paint a very different picture: 3,685 minutes equating to more than 61 hours of phone calls alone with board members, over 700 text messages, 250 emails, 21 weekly newsletters, and more than 40 in-person huddles—all in just six months, July through December 2024. Every email, every meeting, every message was an effort to collaborate, build trust, and keep this district moving forward. And yet, the truth was drowned out by false narratives designed to divide us.

The most painful accusations weren't about emails or meetings, they were about my character. My integrity. My humanity. As a certified counselor in multiple states, I've spent years supporting those in crisis including this morning as we mourn the loss of yet another student. On a Saturday morning early fall, I spent 45 minutes on the phone with an employee who reached out to me with the subject line, "Suicidal Employee." Making such a disgusting insinuation was not just cruel, it was a betrayal of every person who looks to this district for support and hope.

The challenges of leadership don't define you, how you respond does. And through all of this, I've remained professional, collaborative, and kept my eyes on the main thing: showing up every day to ensure students have access to the kind of education that opens doors, ignites dreams, and transforms lives and our principals, teachers, and leaders have the resources to ensure the same. And as long as I have the privilege of serving this community, I will fight for that promise with everything I have. Which is why I am still here: the 901 deserves nothing less.

A thorough review of the facts will demonstrate that I acted transparently, within the scope of the responsibilities of the superintendent, and in alignment with relevant laws and policies as stated by the Tennessee Department of Education and Office of the Comptroller. And while I do not expect fairness or impartiality from everyone in this room, my integrity and my commitment to this district demand that I not allow facts to be drowned out by false accusations and political maneuvering. What troubles me is that the truth might not matter even after I lay out the facts against the claims against me. And yet, I will do just that.

## Claim One

*Superintendent misled the Board and the public when she stated during a Board Work Session that the District had paid employees \$1 million in overtime wages for time not worked. Superintendent never presented any evidence suggesting that her statement was true, and she did not correct or clarify her statement to the public.*

### Response

As further detailed below, the superintendent's statements regarding overtime waste and abuse were accurate based on documented fiscal reports shared with the Board and consistent with district policy.

MSCS Policy 2018 Fraud, Abuse, Waste is clear that abuse includes behavior that is unreasonable and constitutes unnecessary business practices given the facts and circumstances and waste is the careless or needless expenditure of District funds. Based on the superintendent's review of overtime records and expenses related to overtime, (2022, 2023, and 2024), it was clear that prior approval for overtime was not being obtained regularly and there was a history of failure to properly record and document overtime, which clearly constitutes abuse and waste as defined by policy 2018 and 4059 overtime. This is further supported by the mere fact that overtime expenses have decreased by \$1 million (December 2023-December 2024) since the internal control measures and enhanced supervisory oversight were implemented under the superintendent's leadership. Despite the Board's unsupported claim, this is a clear indication of tangible results and improved fiscal responsibility and operational efficiency.

A review of policy 2018 would have made it clear that "waste" and "abuse" do "not necessarily involve fraud." Nonetheless, the superintendent further explained what she meant by waste during the July 30, 2024 Business Meeting:

*... When I mentioned abuse, I was referring to inefficiencies and waste...*

- a) Recognizing the opportunity to strengthen internal controls and processes, the superintendent asked the Chief Financial Officer (CFO) to develop a form for internal use to include the signature of the immediate supervisor, CFO, and superintendent. Department leads communicated the internal process for overtime approval aligned with policy, and a policy edit was recommended to the Board include the superintendent's approval for overtime as a final measure.
- b) Other than one email from then Board Chair Althea Greene, the Board demonstrated no interest in reviewing additional information when offered by the superintendent.
  - a) Board Members Natalie McKinney, Towanna Murphy, and Sable Otey were not school board members during this time and neither board member has inquired about overtime since their tenure beginning August 29, 2024.

Through the power provided by the Board, as director of schools, it is the responsibility of the superintendent to ensure that all district funds are managed with the utmost integrity and accountability, preventing waste and misuse while strategically aligning resources to achieve the

district's educational goals and priorities. As stated above, from December 2023 to December 2024, overtime expenses are currently down by \$1 million.

## Claim Two

*Superintendent accepted a donation of more than \$45,000.00 without Board approval. At a Board Work Session, Superintendent misrepresented her knowledge of and involvement in depositing the unapproved donation check in violation of Board Policy.*

### Response

First, the District's receipt and processing of a \$45,635.33 donation from School Seed Foundation did not violate Board policy because it was presented to the Board for acceptance promptly upon the superintendent's knowledge of the District's receipt of the same. Further, as confirmed by the Tennessee Comptroller's Office, the donation was processed by the Interim Business Financial Officer in accordance with applicable Tennessee law and the responsibilities of the District's financial officer.

Second, the Board's claim of misrepresentation by the superintendent related to knowledge of and involvement in depositing the donation check is completely meritless. The Board fails to provide a single fact to support it. The Board has not and cannot demonstrate that the superintendent knew about the donation check or that the superintendent was involved in receiving or depositing the donation check because the superintendent had no knowledge or involvement in the process. While the superintendent wears many hats, check processing is not one of them.

As relevant here:

MSCS Policy 2019 Grants, Gifts, Donations, and Sponsorship guides the receipt of donations for the district. Tennessee guides the district's receipt and management of funds.

1. Board Policy 2019 Grants, Gifts, Donations, and Sponsorship states "... \$15,000.00 and above: requires acceptance by the Board." The policy does not require that a donation be brought to or accepted by the Board within a specific timeframe.
2. The policy does not require Board acceptance before the funds are deposited. Rather, the policy speaks to providing notice of intended use, if feasible, prior to expending the funds (Section E, p.4).
3. Tennessee law, TCA 5-8-207, Section (a) requires funds to be deposited within three days after receipt:  
*Every county official handling public funds shall be required to maintain an official bank account in a bank or banks within this state, and shall, within three (3) days after the receipt by such county official of any public funds, deposit the funds to the credit of such county official's official bank account, or bank accounts.*
4. The superintendent learned of the donation on November 8, 2024, through General Counsel Justin Bailey when he informed the superintendent via phone call that "the Board is asking something about a check from School Seed that they didn't approve." The superintendent asked Mr. Bailey for additional information, sharing with him that

she did not have knowledge about his inquiry and that she was confident that he understood that the superintendent does not receive or process checks- a process that sits with Finance.

5. The superintendent (a) promptly presented the donation to the Board on November 19, 2024 for acceptance "for future leadership institute program expenditures;" (b) confirmed that the funds had not been used yet; and (c) informed the Board that the personnel responsible for processing the donation owned the responsibility of the oversight of not presenting the donation more promptly, although still complying with District policy. This was further shared with the Board by the Superintendent initially during the work session, via email on November 21<sup>st</sup> and again on December 4<sup>th</sup> as stated on record during the December 3, 2024 business meeting. The superintendent's actions related to the donation were consistent with the fiduciary responsibilities of the role, Board policy, and Tennessee law.

The Board's claims of policy violation and misrepresentation of the same by the superintendent fall flat.

## Claim Three

*Superintendent was dishonest with the Board and the public when she stated that certain federal grant funds were still available to the District despite Superintendent failing to obligate the funds prior to the required deadline.*

### Response

Ironically, this claim by the Board is an intentional misrepresentation to the public. The Board is undoubtedly aware that the funds in question were available at the time of their questioning. The funds were available as stated by the superintendent and have since been State-approved and allocated to the District.

The American Rescue Plan-Homeless Children and Youth (ARP-HCY) grant was first made available to State Education Agencies (SEA) in 2021. State agencies allocated a designated amount to all school districts (LEAs) across the state of Tennessee.

After one year of the grants, any remaining funds are accessible for the district to spend down, sent for approval by the superintendent on ePlan (state's website), and submitted for final approval of aligned activities to the Tennessee Department of Education. For Local Education Agencies (LEAs), any remaining funds available from the three-year grant had to be obligated (through an executed contract or purchase order) by the deadline of September 30, 2024.

The grant required an executed contract in place by September 30, 2024, or use of the funds for other allowable activities related to homelessness without the need for a contract. Because there was no contract in place by September 30, the funds were used for other allowable activities and approved by the Tennessee Department of Education.

The Board chose to rely on misinformation.

## Claim Four

*We continue to wait for a comprehensive strategic plan for the district and a full explanation of the district restructuring. The superintendent's failure to provide this plan has caused confusion among parents, staff, and the board.*

### Response

Although this claim was not included in the original resolution posted for the public, during the December 17<sup>th</sup> meeting, Chair Coleman read the additional claim to the public. Therefore, the superintendent will address it all the same.

This claim is yet another misrepresentation to the public. Per Policy 2001 Annual Operating Budget, the Board in conjunction with the superintendent shall establish priorities for the upcoming fiscal year by October. In alignment with policy, the strategic plan is informed by the priorities approved by the board once established.

The strategic plan has been prioritized for discussion and placed on the agenda for every scheduled Board retreat – July 19-20, November 14-15 – and subsequently canceled by the Board. Dates for September were not selected as the Board chose to singularly prioritize a mid-year evaluation for the superintendent. Therefore, the Board's contention that it "continue[s]" to wait for the strategic plan is not only false but disingenuous.

At the request of Chair Coleman, the superintendent refrained from sharing the draft strategic plan with Board members prior to the retreats; a request Chair Coleman also communicated to her colleagues. Furthermore, the superintendent informed the Board in September that the district continues to operate under multiple established plans from previous years, although not the desire for the district, until a new strategic plan is finalized and approved.

### *Restructuring Plan*

Although many personnel changes began before the superintendent, and the Board had prior awareness of the sunset of ESSER funds impacting more than 1,000 employees, the superintendent re-presented the district's draft budget and reorganization structure to the Board and more than 13,000 online viewers on June 13, 2024 explaining the support for each decision prior to budget approval. The organizational structure was also reviewed during individual huddles with Board Members in May. Additionally, the organizational structure was included in orientation binders and reviewed with new board members during orientation on September 5 as one of many requested documents. Finally, the district's organization chart is posted on the website and updated monthly.

This claim is also false.



## Claim Five – Communication with Valued District Partners

The resolution states, in part,

*...Dr. Feagins' refusal to communicate and/or cooperate with valued District partners...*

During the December 17th meeting, Chair Coleman publicly read aloud, in pertinent part,

*...I have contacted elected officials at every level of government, and longtime partners of the district, and they are in support of the action I'm recommending.*

### Response

First, Chair Coleman's statement that elected officials and long-time partners support her recommended action deserves careful examination as it is contradicted by a vote of no confidence by the Shelby County Board of Commissioners, the multiple bills being considered by the State legislature for State control of Memphis-Shelby County Schools, and definitive statements by the Governor and Speaker of the House.

Moreover, the reality on the ground paints a different picture. Current local, state, and national support, and data directly from families, educators, and students overwhelmingly support the leadership of the superintendent and continuity in leadership. In an October survey conducted across the broader community, the straightforward question, "How's the Superintendent doing so far?" yielded results from nearly 10,000 respondents reflecting a positive perception about the superintendent.

Median scores were consistently at the highest rating (5) across all groups, reflecting strong approval among teachers, partners, community members, and students. Central Office staff showed a slightly lower mean, and median scores compared to other groups with a (4) and 3.45 respectively. The strongest support comes from Teachers and Community Partners.

Group	N	Mean	Median
Central Office Staff	1,817	3.45	4
Community Members	4,240	3.90	5
Partners	86	4.06	5
Students	1,160	3.77	5
Teachers	2,518	4.19	5
All Responses	9,821	3.88	5

Furthermore, our longstanding partners have reaffirmed their commitment to collaborating with the current administration to achieve shared goals, underscoring the trust and alignment we've

cultivated. Since September, the administration has successfully forged an additional 75 partnerships, expanding the district's network of support and resources.

During the superintendent's brief tenure, more than 40 monthly/quarterly huddles have taken place, engaging several groups: both Teacher Associations, Principal Association, Multilingual families, Special Education Advisors, Faith-Based organizations, PTO/PTA/PIE members, Foster Caregivers, Realtors, Business Leaders, Central Office, VIP Business Leaders, Higher Education institutions, New Teachers, VIP Family & Community groups, Legacy Builders, and numerous VIP Tours. Efforts that have served to strengthen relationships and fostered trust with thousands of individuals across all neighborhoods in the 901, creating a unified community dedicated to advancing educational excellence.

Quantitatively, the district has seen measurable gains under the current administration in five short months spanning July through December 2024:

- Rehired 255 former MSCS teachers.
- Increased Student Enrollment by 2.4% Year-to-Year
- Increased Student Attendance 93% to 94% Year-to-Year
- Increased student re-enrollments 77.2% to 79.5%
- Increased Dual Enrollment 2886 to 2966
- Increased Districtwide enrollment by 944 students from August 19 to August 26 because of *Hey Neighbor*.
- Decreased students involved in all fights by 11% compared to Quarter 1 in 2023-24.
- Invested \$7M in new musical instruments across the district (first time since the 1970s).
- Three Music Teachers awarded *Teacher of Excellence Award* through the *Country Music Association*.
- Increased Before/After Care enrollment from 2562 students enrolled to 2870.
- Exited 904 English Learners compared to 734 in 2023.
- Decreased Teacher Vacancy Rate by 1.7%
- Reduced Exceptional Education Teacher vacancies from 84 to 67.

These are not theoretical achievements; they are tangible, factual results rooted in collaborative efforts and steadfast leadership. It's important to recognize that progress requires collective alignment and accountability, not actions based on selective endorsements or incomplete narratives. A vote in favor of the resolution to terminate the superintendent's contract is a vote against these gains and the hard work invested by school and central office team members to achieve the same.

Second, the Superintendent has consistently communicated with and reported information and significant matters to the Board and public. The Board's claim of failing to promptly report critical information is completely false and dismisses the transparent communication protocols implemented and consistently practiced by the Superintendent in alignment with, and far

exceeding District policy and the practices recommended by the Council of Great City Schools (consists of the 78 largest urban districts across the country).

While some members have refused to meet with the superintendent, the superintendent has devoted more than 3,685 minutes equating to more than 61 hours via phone calls with nine Board Members from July 2024 through December 2024 alone, while effectively managing communication through multiple additional platforms and leading the largest district in the state:

**1. Monthly Meetings**

- a. Comprehensive reports presented during Committee, Board Work Session, and/or Board Business

**2. Weekly Board Insight**

- a. More than 35 weekly Board Insight emails (during roughly 38 weeks total in the superintendent's tenure) sent to the board April-December 2024

**3. Miscellaneous Emails**

- a. Select Emails beginning in February keeping the Board informed immediately after being named to the position on February 9<sup>th</sup>.

**4. Weekly Individual Huddles Initiating February 19, 2024**

*Huddles range from 30 minutes to three hours each when held in person.*

a. Current Board Members:

- 1. Joyce Dorse Coleman- Mondays at 10am
- 2. Amber Huett-Garcia- Thursdays at Noon
- 3. Stephanie Love- Wednesdays/Flexible Outside of Therapy Days
- 4. Michelle McKissack- Wednesdays at 2pm
- 5. Tamarques Porter- Flexible Day and Time
- 6. Keith Williams- Tuesdays at 1pm

b. Former Board Members:

- 1. Mauricio Calvo – Flexible Upon Request
- 2. Althea Greene – Mondays at 10am
- 3. Frank Johnson – Tuesdays at 11am
- 4. Kevin Woods – Thursdays at 9am

**5. Phone Calls and Text messages**

- a. [View Log Here](#) (does not reflect all calls or messages)

Brief Overview of Available Calls/Messages July - December 2024			
Board Member	Minutes	Hours	Messages (9/19 - 12/16/2024)
Joyce Dorse Coleman	802	13 hours 22 minutes	166
Amber Huett-Garcia	705	11 hours 45 minutes	95
Stephanie Love	658	10 hours 58 minutes	84
Towanna Murphy (Sworn in 8/29/2024)	47		40
Natalie McKinney (Sworn in 8/29/2024)	464	7 hours 44 minutes	61
Michelle McKissack	474	7 hours 54 minutes	184
Sable Otey (Sworn in 8/29/2024)	79	1 hours 19 minutes	43
Tamarques Porter (Sworn in 8/29/2024)	81	1 hour 21 minutes	30
Keith Williams	139	2 hours 19 minutes	15
Kevin Woods (July 19-August 23)	113	1 hour 53 minutes	Unavailable
Mauricio Calvo (July 19-August 23)	31		Unavailable
Althea Greene (July 19-August 23)	92	1 hour 32 minutes	Unavailable
<b>Total</b>	<b>3685</b>	<b>61 hours 25 minutes</b>	<b>718</b>

**6. First 100 Days**

- a. Comprehensive 100-day plan booklet shared during the interview process as a candidate on December 15, 2023 reviewed individually with each Board Member the week of February 19, 2024.
- b. Monthly updates provided with all Senior Leaders following suit.

**7. Transition Team Report**

- a. A comprehensive transition report delivered to and shared with the Board and public on July 10.

**8. Quarterly Impact Report**

- a. Comprehensive monitoring report implemented by the superintendent for transparency with the Board and public regarding the impact of the District's partnerships and contracts.

**9. Quick Find Document**

- a. District Docs One-Pager shared with the Board and community

**10. Quarterly Reports**

- a. Superintendent's Q1 Report and Q2 Report provides an overview of district improvements, needs, and accomplishments during semester one. This is a new effort implemented by the superintendent for transparency and to strengthen communication with the Board and community.

In closing, let me be unequivocally clear: these claims are false—not because I say so, but because the facts make it indisputable and prove false the inflammatory accusations. At the conclusion of the December 17th meeting, Board Chair Coleman stated, “we want to be fair.” Yet, nothing about this process, or my tenure, has embodied fairness. The months leading to the December 17, 2024, meeting and now to this evening have been fundamentally flawed and carried out with a deep commitment by many current and former board members to publicly shame me, create a hostile environment, cause public distrust at every turn of my tenure, and divide a district that is on the rise.

Although I inherited what the previous interim leader described as a “mess,” I have been expected to make a miracle in less time than is required to birth a healthy child. While I have made tough decisions, my actions have consistently been transparent, in good faith, aligned with district policies and priorities, and grounded in an unwavering focus on doing what is right for students, families, and staff.

A “yes” vote to terminate my contract will not be grounded in the merit of the claims—it will signify that this is and has always been about something entirely different. To the board members who see through this and are prepared to vote against termination, I thank you for your dedication to integrity and to the progress we are making as a district. To those who remain undecided, I ask for what you are asking the community for and what I ask every leader to provide for our students, a fair shot. In a society increasingly demanding immediate results, I also ask for time — time to deepen relationships, time to effectively address stubborn systemic issues that have existed for decades, time to allow the improvements made to continue taking root and bearing fruit, and the time provided to me through my contract.

When I stepped into this role, I was ready to do whatever it takes to elevate the excellence of Memphis-Shelby County Schools with a Board committed to transformative improvement—a Board that believed in the potential of our community and the promise of its children. You called on a leader ready to meet this challenge, and I have worked tirelessly with the District community to do the hard, necessary work of delivering on the promise of a better future for every student. I remain focused on continuing the good work together.

If this is about doing what is right, I urge the Board to resist the distractions of short-term politics and personal agendas and lean into the voices of the broader community we represent as your vote is bigger than me. It is about families who deserve to believe in the promise of better opportunities. It’s about the city we will leave behind for the next generation. If the decision is otherwise, I am grateful for the thousands of supporters locally and nationally who have sent encouragement, prayers, and flowers; for my Legacy Builders and many of our students who shared encouragement and advice for “when you are getting bullied;” and for the 901 who unified across social class, political affiliation, and neighborhood to stand tall for education.

I am at peace knowing that I was the right leader, at the right place, at the right time. And *that* changed everything.

In partnership,

Marie N. Feagins, Ed.D.

Superintendent

Memphis Shelby County Schools

# **Appendix Twelve**

Kind Regards,



Learn. Lead. Leave a Legacy!

Leslie Knighten  
Interim Business Finance Officer  
160 S. Hollywood St. | Memphis, TN 38112  
Department of Finance, COE Building/Room #226  
Main Phone: 901-416-5461 | Direct Phone: 901-416-5106  
Email: knightenl@scsk12.org

Learn. Lead. Leave a Legacy!

Book time to meet with me

---

**From:** MARIE N. FEAGINS <FEAGINSMN@scsk12.org>  
**Sent:** Sunday, July 21, 2024 9:13 PM  
**To:** LESLIE KNIGHTEN <knightenl@scsk12.org>; FELICIA T FREENEY <FREENEYFT@scsk12.org>; STEPHANIE A. ELKINS <ELKINSSA@SCSK12.ORG>; LORI M PHILLIPS <PHILLIPSLM@scsk12.org>  
**Cc:** JULIA M SHAFFER <ATKINSONJM@scsk12.org>  
**Subject:** Re: Monthly District Expenditures

Thank you.

A previous request for inclusion is below regarding funds received for sponsorships. For the Leadership Institute alone, 104k was received with only 39k spent. Please find out where all monies are across departments and reflect in the requested report below. Moving forward, the funds should be solicited by and monitored by the Office of Partnerships and Development under the leadership of @LORI M PHILLIPS.

Please ensure these funds are represented in whole right now and delineated appropriately and provide insight into the account for me daily. I would like to see this as a separate budget category/fund/department (appropriate name) comparable to being able to view a school's budget singularly.

---

**From:** LESLIE KNIGHTEN <knightenl@scsk12.org>  
**Sent:** Sunday, July 21, 2024 8:42 PM  
**To:** MARIE N. FEAGINS <FEAGINSMN@scsk12.org>; FELICIA T FREENEY <FREENEYFT@scsk12.org>; STEPHANIE A. ELKINS <ELKINSSA@SCSK12.ORG>



**Cc:** JULIA M SHAFFER <ATKINSONJM@scsk12.org>

**Subject:** Re: Monthly District Expenditures

Good evening,

I will.

Thank you.

Leslie Knighten

Controller, Accounting & Reporting

160 S. Hollywood St. | Memphis, TN 38112

Department of Finance, Room #226

Main Phone: (901) 416-5461 | Direct Phone: (901) 416-5106

Email: [knightenl@scsk12.org](mailto:knightenl@scsk12.org)

**Learn. Lead. Leave a Legacy!**

---

**From:** MARIE N. FEAGINS <FEAGINSMN@scsk12.org>

**Sent:** Sunday, July 21, 2024 7:51:19 PM

**To:** FELICIA T FREENEY <FREENEYFT@scsk12.org>; STEPHANIE A ELKINS <ELKINSSA@SCSK12.ORG>; LESLIE KNIGHTEN <knightenl@scsk12.org>

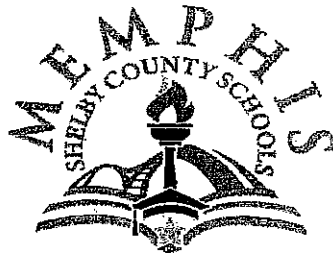
**Cc:** JULIA M SHAFFER <ATKINSONJM@scsk12.org>

**Subject:** Monthly District Expenditures

Please send the subject on the 30th or final business day of the month beginning July 30. Please send the month of June Tuesday before 10am.

@JULIA M SHAFFER List Knighten as the Senior Leader for this item on my tracker.

# **Appendix Thirteen**



**OCTOBER 31, 2024**

# **FINANCIAL REPORTS**

**2024-2025 FISCAL YEAR**

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## **CATEGORIES DEFINED**

### **Revenue Categories:**

**County of Shelby:** Tax revenues are distributed from the Shelby County Government (i.e.-Property and Local Option Sales Tax).

**Federal:** The Board receives funds from various agencies, state and federal governments that are to be spent for specified purposes based upon contractual agreements or grant applications.

**City of Memphis:** The former Memphis City Schools obtained a judgment in the amount of \$57.4 million dollars from the City of Memphis in 2009. A settlement agreement was reached by both parties in January 2015. The Board has deferred inflows remaining at the fund level of \$6,666,652 based on the settlement agreement.

**State of TN:** Tennessee Investment in Student Achievement (TISA), state grants, and Career Ladder.

### **Expenditures Categories:**

**Salaries:** Amounts paid to both permanent and temporary District employees, including personnel substituting for those in permanent positions.

**Employee Benefits:** Amounts paid by the District on behalf of employees. These amounts are not included in the employees' gross salary but are in addition to that amount. Such payments are fringe benefit payments, and while not paid directly to employees, are part of the cost of personnel services. Benefits included unemployment, life, medical, statutory taxes, and retirement cost.

**Contract Services, Professional Services & Property Maintenance:** Amounts paid for services rendered by individuals and/or companies. These activities would include utility services, communication services, repair and maintenance services, rentals, cleaning services, transportation expenditures, etc.

**Supplies and Materials:** Amounts paid for items that are consumed, worn out or items that lose their identity through fabrication or incorporation into different or more complete units or substances. The useful life of items recorded in this category should not exceed one year.

**Travel:** Necessary, reasonable and allowable travel cost incurred in connection with approved travel on behalf of the District. Expenditures recorded in this category are not associated with professional development.

**Capital Outlay:** Expenditures for furniture, equipment, or facility maintenance. The useful life of items recorded in this category should exceed one year.

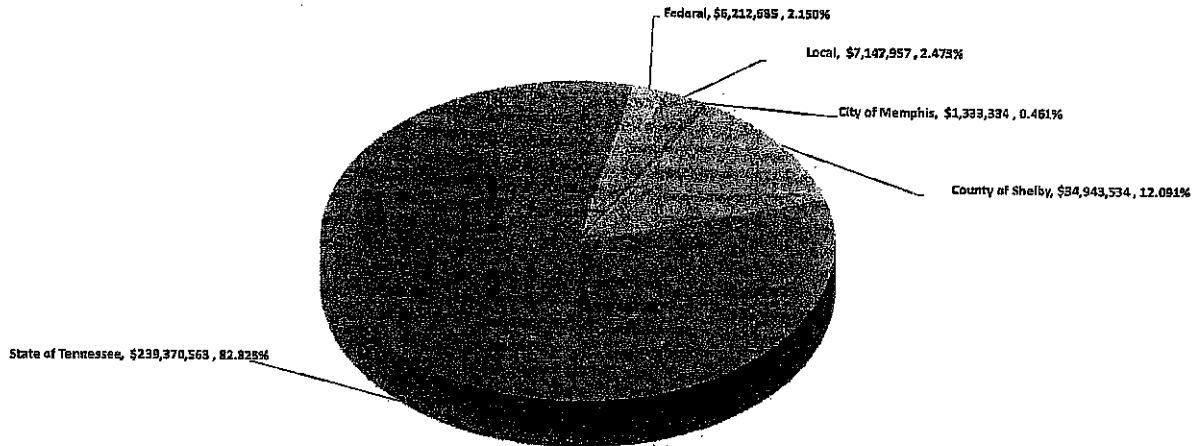
**Other Objects and Debt:** Amounts paid for leased equipment and subscription-based information technology.

**Other Charges:** Expenditures primarily for trustee commissions, professional development, liability and property insurance, printing, and other goods and services not classified in any other mentioned categories.

**Charter Schools:** State and local revenues allocated to charter schools based on enrollment.

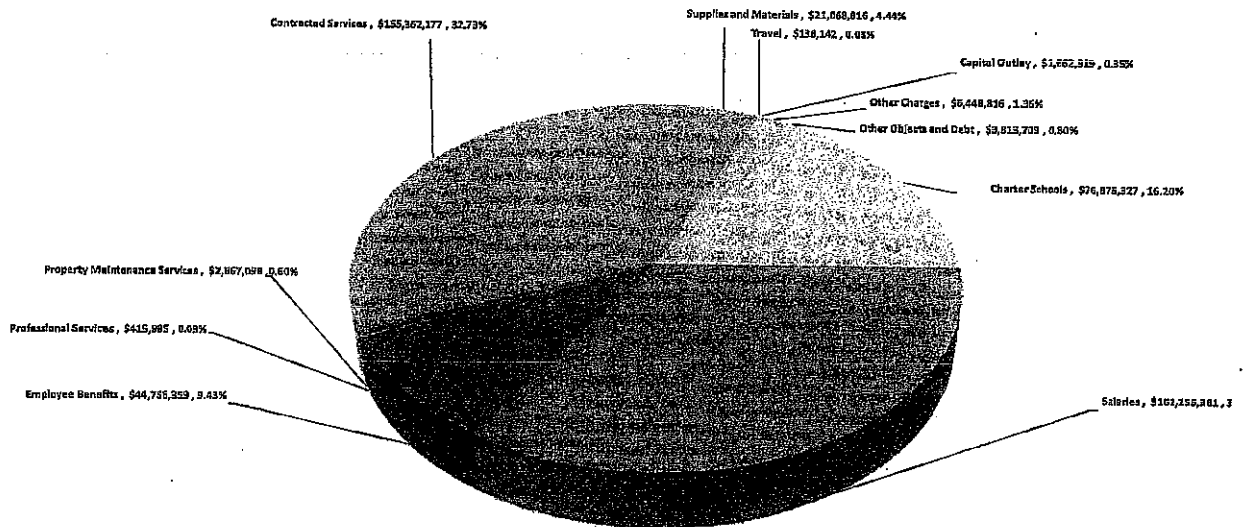
MEMPHIS-SHELBY COUNTY SCHOOLS  
YTD GENERAL FUND REVENUES BY SOURCES  
October 31, 2024

EXHIBIT B  
\$ 289,008,073



MEMPHIS-SHELBY COUNTY SCHOOLS  
YTD GENERAL FUND EXPENDITURES  
October 31, 2024

EXHIBIT C  
\$ 474,864,729



**GENERAL FUND REVENUES AND EXPENDITURES  
FINANCIAL COMPARISON AND PROJECTION  
October 31, 2024**

REVENUE	CURRENT MONTH ACTUALS	YEAR-TO-DATE ACTUALS	ENCUMBRANCES	TOTAL	ANNUAL BUDGET	REMAINING BUDGET	PERCENT COMPLETED	PRIOR YEAR	YEAR OVER YEAR VARIANCE	YEAR OVER YEAR CHANGE %
Local	\$ 3,722,274	\$ 7,147,957	\$ -	\$ 7,147,957	\$ 4,353,746	\$ (2,794,211)	164.2%	\$ 4,181,335	\$ 3,046,622	74.3%
City of Memphis	-	1,333,334	-	1,333,334	1,333,335	1	100.0%	1,333,334	-	0.0%
County of Shelby	2,237,205	36,943,534	-	34,943,534	514,374,278	479,430,744	6.8%	56,180,218	(21,246,685)	(37.8%)
State of Tennessee	75,750,188	239,370,553	-	239,370,553	753,733,526	514,382,663	31.0%	276,676,886	22,753,698	10.5%
Federal	255,708	8,272,685	-	8,272,685	9,379,287	3,788,602	62.3%	2,202,008	4,910,677	182.1%
<b>TOTAL REVENUES</b>	<b>\$ 86,006,476</b>	<b>\$ 289,808,073</b>	<b>\$ -</b>	<b>\$ 289,808,073</b>	<b>\$ 1,283,774,172</b>	<b>\$ 984,766,099</b>	<b>22.5%</b>	<b>\$ 280,463,761</b>	<b>\$ 604,312</b>	<b>3.1%</b>
Planned Use of Fund Reserve	-	-	-	-	81,545,379	-	-	-	-	-
<b>AVAILABLE SOURCES</b>	<b>\$ 86,006,476</b>	<b>\$ 289,808,073</b>	<b>\$ -</b>	<b>\$ 289,808,073</b>	<b>\$ 1,365,319,551</b>	<b>\$ 984,766,099</b>	<b>21.2%</b>	<b>\$ 280,463,761</b>	<b>\$ 604,312</b>	<b>3.1%</b>

EXPENDITURE DESCRIPTION	CURRENT MONTH ACTUALS	YEAR-TO-DATE ACTUALS	ENCUMBRANCES REQUISITIONS	TOTAL SPEND	ANNUAL BUDGET	REMAINING BUDGET	PERCENT COMPLETED	PRIOR YEAR	YEAR OVER YEAR VARIANCE	YEAR OVER YEAR CHANGE %
Salaries	\$ 4,706,851	\$ 16,255,381	\$ -	\$ 16,255,381	\$ 57,416,818	\$ 41,693,437	28.2%	\$ 161,801,725	\$ (546,344)	(0.3%)
Employee Benefits	12,677,758	44,756,358	-	44,756,358	208,125,685	183,369,326	21.5%	46,163,240	(406,881)	(0.9%)
Professional Services	88,518	91,720	324,285	415,985	2,757,887	2,341,502	15.1%	880,844	(274,959)	(38.8%)
Property Maintenance Services	272,851	612,788	1,954,310	2,867,098	5,279,813	2,412,715	54.3%	3,801,189	(1,634,091)	(26.5%)
Contracted Services	11,122,937	46,856,343	106,503,834	155,882,177	224,398,384	68,036,217	69.2%	159,020,407	(3,658,630)	(2.3%)
Supplies and Materials	8,955,917	75,122,674	5,946,142	21,066,616	70,877,723	48,809,807	29.7%	32,430,858	(11,362,042)	(35.0%)
Travel	42,375	100,371	37,771	138,142	1,175,382	1,037,240	11.8%	155,637	(17,455)	(11.2%)
Capital Outlay	243,797	1,105,379	557,540	1,862,918	5,438,812	3,776,093	30.6%	1,308,180	383,739	27.0%
Other Charges	244,191	5,652,383	798,513	6,448,816	20,626,536	14,177,720	31.3%	5,506,376	942,440	17.1%
Other Objects and Debt	108,079	3,592,466	281,223	3,813,709	1,152,886	(2,651,103)	390.0%	516,694	3,295,015	635.3%
Charter Schools	27,547,187	76,875,327	-	76,875,327	294,066,865	177,191,568	30.3%	85,885,644	9,888,983	14.8%
<b>TOTAL EXPENDITURES</b>	<b>\$ 107,029,371</b>	<b>\$ 386,253,131</b>	<b>\$ 118,401,598</b>	<b>\$ 474,654,729</b>	<b>\$ 1,365,319,551</b>	<b>\$ 880,654,822</b>	<b>34.8%</b>	<b>\$ 477,484,294</b>	<b>\$ (2,819,680)</b>	<b>(0.6%)</b>
<b>AVAILABLE SOURCES OVER (UNDER) EXPENDITURES</b>	<b>\$ (21,013,895)</b>	<b>\$ (67,255,058)</b>	<b>\$ (118,401,598)</b>	<b>\$ (185,556,558)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ (197,089,533)</b>	<b>\$ -</b>	<b>-</b>

MEMPHIS-SHELBY COUNTY SCHOOLS  
BUDGET AND REALIZED REVENUES - GENERAL FUND  
October 31, 2024

	2025				2024				Year Over Year Variance	% Change					
	Annual Budget	Realized To Date	Remaining Unrealized Revenues	% Actual Spend	Annual Budget	Realized To Date	Remaining Unrealized Revenues	% Actual Spend							
REVENUE FROM LOCAL SOURCES															
Lease/Rentals	\$	94,886	242,478	\$	(147,642)	255.7%	na	94,886	929,012	\$	(834,176)	979.6%	(73.9%)	(685,534)	
Miscellaneous Refunds	-	1,305	-	(1,305)	na	17.2%	na	68,209	(231)	231	na	15.4%	0.0%	1,536	(864.9%)
Other Charges for Services	60,960	10,500	50,460	17.2%	50,460	33.1%	na	10,500	232,900	57,709	16.6%	97.0%	225,890	-	97.0%
Other Local Revenue	1,385,354	458,790	926,564	33.1%	926,564	na	na	1,402,402	232,900	1,169,502	na	100%	80,878	108.0%	108.0%
Sale of Property	-	80,878	(80,878)	na	(80,878)	49.7%	na	-	33,716	(33,716)	0.0%	0.0%	36,744	926,485	0.0%
Damages Recovered from Individuals	-	70,460	(70,460)	na	(70,460)	432.0%	na	-	2,715,604	(1,765,604)	285.9%	51.1%	1,388,265	1,252,942	na
Charter Authorizer Fee	1,862,606	926,485	936,121	49.7%	936,121	na	na	1,862,606	-	-	na	100%	250	(179,834)	(100.0%)
Investment Income	950,000	4,103,869	(3,153,869)	432.0%	(3,153,869)	na	na	950,000	2,715,604	(1,765,604)	93.7%	74.3%	3,046,522		74.3%
Retiree Health Insurance-Municipals	-	1,252,942	(1,252,942)	na	(1,252,942)	na	na	-	-	-	na	na	na		na
Contributions & Gifts	-	250	-	na	(250)	na	na	-	179,834	(179,834)	na	na	na		na
Leases Issued	-	-	-	na	-	164.2%	na	-	4,378,053	4,100,335	276,718	93.7%	0.0%	-	0.0%
	4,353,746	7,147,937	(2,794,211)	164.2%	(2,794,211)	100.0%	1	1,333,335	1,333,334	1	100.0%				
REVENUE FROM CITY OF MEMPHIS															
City General Fund Transfers	1,333,335	1,333,334	1	100.0%	1,333,335										
REVENUE FROM COUNTY OF SHELBY															
Current Property Tax	305,938,444	25,942,074	289,996,370	5.2%	305,938,444	22,753,574	283,184,870	7.4%	22,753,574	283,184,870	7.4%	(29.9%)	(6,811,500)		(29.9%)
Local Option Sales Taxes	176,084,423	14,281,195	161,803,228	8.1%	176,084,423	28,955,820	147,128,603	16.4%	28,955,820	147,128,603	16.4%	(50.7%)	(14,674,635)		(50.7%)
Payments in Lieu of Taxes - Other	-	8,405	(8,405)	na	-	30,592	(30,592)	na	30,592	(30,592)	na	(78.8%)	(31,187)		(78.8%)
Pickup Taxes	-	546,979	(546,979)	na	-	360,533	(360,533)	na	360,533	(360,533)	na	51.7%	186,446		51.7%
Trustee's Collection - Prior Years	-	1,408,709	(1,408,709)	na	-	3,174,899	(3,174,899)	na	3,174,899	(3,174,899)	na	(55.6%)	(1,766,130)		(55.6%)
Wheel Tax	26,950,000	2,296,110	24,653,890	8.5%	26,950,000	7,308	26,950,000	0.0%	-	26,950,000	0.0%	0.0%	2,296,110		0.0%
Business Tax	-	7,805	(7,805)	na	-	7,308	(7,308)	na	7,308	(7,308)	na	6.8%	497		6.8%
Mixed Drink	5,401,411	450,267	4,951,144	8.3%	5,401,411	898,553	4,502,858	16.6%	898,553	4,502,858	16.6%	(49.9%)	(448,286)		(49.9%)
	514,374,278	34,943,534	479,430,744	6.8%	514,374,278	56,190,219	458,184,059	10.9%	56,190,219	458,184,059	10.9%	(37.8%)	(21,246,685)		(37.8%)
REVENUE FROM STATE FUNDS															
Tennessee Investment in Student Achievement	742,525,875	259,370,563	503,155,313	32.2%	676,447,925	215,730,607	460,717,318	31.9%	215,730,607	460,717,318	31.9%	11.0%	23,639,956		11.0%
Career Ladder Program	-	-	-	na	-	297,226	(297,226)	na	297,226	(297,226)	na	(100.0%)	(297,226)		(100.0%)
Other State Education Funds	11,207,650	-	11,207,650	0.0%	14,040,840	-	14,040,840	0.0%	-	14,040,840	0.0%	0.0%	-		0.0%
Safe Schools	753,733,526	259,370,563	503,155,313	31.8%	691,552,414	540,032	514,617	51.6%	540,032	514,617	51.6%	(100.0%)	(549,082)		(100.0%)
	753,733,526	259,370,563	503,155,313	31.8%	691,552,414	216,576,865	474,975,549	31.3%	216,576,865	474,975,549	31.3%	10.5%	22,793,698		10.5%
REVENUE FROM FEDERAL FUNDS															
ROTC Reimbursement	758,524	259,915	498,609	34.3%	758,524	230,508	528,016	30.4%	230,508	528,016	30.4%	12.8%	29,407		12.8%
Special Education - Grants to States	151,169	5,952,770	(5,801,601)	0.0%	302,237	-	302,237	0.0%	-	302,237	0.0%	0.0%	-		0.0%
Transfers In	9,069,594	6,212,685	3,766,602	62.3%	9,069,594	1,971,500	7,098,094	21.7%	1,971,500	7,098,094	21.7%	201.9%	3,981,270		201.9%
	9,069,594	6,212,685	3,766,602	62.3%	10,130,455	2,202,008	7,928,447	21.7%	2,202,008	7,928,447	21.7%	182.1%	4,010,877		182.1%
	1,283,774,172	289,008,079	994,766,093	22.5%	1,221,768,595	280,403,761	941,364,774	23.0%	280,403,761	941,364,774	23.0%	3.1%	8,604,912		3.1%
Grand Total	\$	1,283,774,172	\$	289,008,079	\$	994,766,099	22.5%	\$	1,221,768,595	\$	941,364,774	23.0%	\$	8,604,912	3.1%



**MEMPHIS-SHELBY COUNTY SCHOOLS**  
**BUDGET AND EXPENDITURES BY DEPARTMENT SUMMARY - GENERAL FUND**  
**October 31, 2024**

Department Description	Budget	Expenditures to Date	Encumbrances/ Requisitions	Total Expenditures and Commitments to Date	Remaining Budget	% Actual Spend
Academic Office-School Based Formula	\$ 445,120,547	\$ 112,701,007	\$ 5,016,944	\$ 117,717,951	\$ 327,402,596	26.4%
Charter Schools	254,066,895	76,878,600	-	76,878,600	177,188,295	30.3%
District Initiatives	100,779,723	23,583,628	28,551,528	52,135,156	48,644,567	51.7%
Internal Audit	1,407,692	449,192	41,451	490,643	917,049	34.9%
Office of Board/District General Counsel	16,659,024	6,542,736	413,718	6,956,454	9,702,570	41.8%
Office of Business Finance	8,685,224	2,460,499	125,045	2,585,544	6,099,680	29.8%
Office of Business Operations	35,168,795	5,609,297	25,541,990	31,151,287	4,017,448	88.6%
Office of Education Services	159,709,981	36,868,037	12,549,275	49,417,312	110,292,669	30.9%
Office of Facility Services	111,625,875	31,649,815	32,397,013	64,046,828	47,579,047	57.4%
Office of Information Technology	23,985,965	7,641,937	5,444,498	13,086,435	10,899,530	54.6%
Office of Literacy	613,918	161,833	139	161,972	451,946	26.4%
Office of School Transformation	57,756,552	12,841,047	1,599,268	14,440,315	43,316,237	25.0%
Office of Schools	33,929,328	10,035,215	1,004,701	11,039,916	22,889,412	32.5%
Office of Special Assistant to the Superintendent	1,182,202	419,484	-	419,484	762,718	35.5%
Office of Strategic Communication	3,729,479	1,276,968	34,427	1,311,395	2,418,084	35.2%
Office of Strategy and Innovation	7,994,351	2,271,389	661,869	2,933,258	5,061,093	36.7%
Office of Superintendent	489,549	240,438	2,605	243,043	246,506	49.6%
Office of Talent Management	50,013,415	12,944,487	4,872,550	17,817,037	32,196,378	35.6%
Safety & Security	24,562,671	6,800,136	121,071	6,921,207	17,641,464	28.2%
Schools-Additional Support	27,838,425	4,887,386	23,506	4,910,892	22,927,533	17.6%
<b>Grand Total</b>	<b>\$ 1,365,319,551</b>	<b>\$ 356,263,131</b>	<b>\$ 118,401,598</b>	<b>\$ 474,664,729</b>	<b>\$ 890,654,822</b>	<b>34.8%</b>

MEMPHIS-SHELBY COUNTY SCHOOLS  
CAPITAL IMPROVEMENT PLAN - MONTHLY UPDATE  
October 31, 2024

Capital Project	Project #	FY 2022		
		Budget	Amount Encumbered	Amount Spent
C968-Kingsbury HS Classroom Addition	C968	\$ 2,173,628	\$ -	\$ 2,173,628
C764-Avon Lenox Paving	C764	400,000	-	400,000
C765-Craigmont MS Paving	C765	149,480	-	149,480
C766-Maxine Smith Paving	C766	158,570	-	158,570
C767-Mallory Warehouse Paving	C767	163,872	-	163,872
C768-Sheffield HS Paving	C768	359,229	-	359,229
C769-Shrine Sheffield Paving	C769	363,750	-	363,750
C770-Wooddale HS Paving	C770	314,000	-	314,000
C986-Delano ES Gym Addition	C986	5,446,195	-	5,446,195
C771-New Frayser HS New Construction	C771	5,708,311	-	5,708,310
C772-New Orange Mound Pre-K-8 New Construction	C772	27,750	-	27,750
C773-New Treadwell Pre-K-8 New Construction	C773	67,616	-	67,616
C989-WhiteHaven HS Stadium Upgrade	C989	2,000,000	-	2,000,000
C988-Halle Stadium Upgrade	C988	2,500,000	-	2,500,000
C990-Raleigh Egypt HS Stadium Upgrade	C990	333,103	-	328,278
C984-Whitehaven HS STEM Addition	C984	1,300,000	-	180,454
C985-Mitchell HS Painting	C985	120,425	-	120,000
C987-Mitchell High School Fire Safety Upgrades	C987	139,912	-	133,552
C760-Oakhaven ES Fire Alarm	C760	155,875	-	155,875
C774-Central HS Fire Alarm	C774	404,952	-	404,952
C775-Lucie E. Campbell ES Fire Alarm	C775	130,397	-	130,397
C776-Bolton HS Fire Alarm	C776	333,428	-	333,428
C778-Cummings K8 Fire Alarm	C778	131,257	-	131,257
<b>Total</b>		<b>\$ 22,881,750</b>	<b>\$ -</b>	<b>\$ 21,750,593</b>
<b>% of Budget</b>			<b>0%</b>	<b>95%</b>
<b>Remaining Budget to Spend</b>				<b>\$ 1,131,157</b>

County Funding	Payments Made		
	Budget	% of Budget Paid	to Date
County Total	\$ 22,881,750	100%	\$ 22,881,750
85%	19,448,488		
Monthly Funding	1,620,791		
<b>% of Payments Encumbered or Spent</b>			<b>94%</b>
<b>% of Payments Spent</b>			<b>94%</b>

Remaining Funding up to 85% of Budget  
Potential Incremental Future Payment\*

**Future Payments**  
\$ -  
-

MEMPHIS-SHELBY COUNTY SCHOOLS  
CAPITAL IMPROVEMENT PLAN - MONTHLY UPDATE  
October 31, 2024

Capital Project	Project #	FY 2023 Amount		
		Budget	Encumbered	Amount Spent
C825-Various Schools-Replace Intercom Systems	C825	\$ 4,671,405	\$ 91,572	\$ 4,574,773
C826-Various Schools-Increase Outdoor Lighting	C826	278,361	-	275,148
C827-Raleigh Egypt HS Stadium Improvements	C827	260,068	-	260,068
C828-Sherwood ES Replace Fire Alarm System	C828	105,397	-	105,396
C829-Sherwood ES Flooring, Ceiling	C829	859,721	-	826,321
C831-Outdoor Lighting Stadium	C831	1,938,462	-	1,938,460
C946-Snowden K-8 Replace split systems, FCU's & all piping	C946	5,128,288	-	5,112,846
C947-White Station HS Replace Boilers	C947	1,377,240	-	1,312,240
C948-Bolton HS Roof	C948	3,103,342	125,000	2,960,900
C949-Peabody ES Roof Replacement	C949	1,552,050	-	1,535,259
C779-Gardenvlew HVAC	C779	540,500	-	492,000
C800-Mitchell HS HVAC	C800	832,500	-	804,319
C973-Belle Forest Safe Gym	C973	101,357	-	101,357
C747- Cummings K-8 Ceiling Project	C747	168,906	-	168,906
C988-Halle Stadium Upgrade	C988	61,465	-	-
<b>Total</b>		<b>20,979,062</b>	<b>216,572</b>	<b>20,467,793</b>
<b>% of Budget</b>			<b>1%</b>	<b>98%</b>
<b>Remaining Budget to Spend</b>				<b>511,269</b>

County Funding	Budget	% of Budget Paid	Payments Made	
			to Date	
County Total	\$ 20,979,062	100%	\$	20,979,062
85%	17,832,203			
Monthly Funding	1,486,017			
<b>% of Payments Encumbered or Spent</b>				<b>99%</b>
<b>% of Payments Spent</b>				<b>97%</b>

Remaining Funding up to 85% of Budget  
Potential Incremental Future Payment\*

**Future Payments**  
\$ -

MEMPHIS-SHELBY COUNTY SCHOOLS  
CAPITAL IMPROVEMENT PLAN - MONTHLY UPDATE  
October 31, 2024

Capital Project	Project #	FY 2024		
		Budget	Amount Encumbered	Amount Spent
C945-New East Region High School	C945	\$ 38,750,000	\$ 15,671,296	\$ 3,221,128
C771-New Frayser HS New Construction	C771	9,900,000	6,912,583	2,987,417
Total		\$ 48,650,000	\$ 22,583,879	\$ 6,208,545
% of Budget			46%	30%
Remaining Budget to Spend				\$ 42,441,455

County Funding	Budget	% of Budget Paid	Payments Made to Date
County Total	\$ 48,650,000	10%	\$ 4,921,232
85%	41,352,500		
Monthly Funding	3,446,042		
% of Payments Encumbered or Spent			585%
% of Payments Spent			126%

Remaining Funding up to 85% of Budget  
Potential Incremental Future Payment\*

**Future Payments**  
\$ 36,431,268  
7,297,500

MEMPHIS-SHELBY COUNTY SCHOOLS  
CAPITAL IMPROVEMENT PLAN - MONTHLY UPDATE  
October 31, 2024

Capital Project	Project #	FY 2025		
		Budget	Amount Encumbered	Amount Spent
C945-New East Region High School	C945	\$ 31,900,000	\$ -	\$ -
C771-New Frayser HS New Construction	C771	9,900,000	8,754,565	-
C785-Bolton HS Outdoor Lighting (softball, baseball, soccer)	C785	760,000	-	-
C786-Cordova HS Outdoor Lighting (softball, baseball, soccer)	C786	967,304	-	-
C787-Germantown HS Replace Fire Detection System	C787	1,500,000	-	-
C788-Hollywood Admin. Replace Fire Detection System	C788	600,000	-	-
C789-Sheffield HS Replace Fire Detection System	C789	700,000	-	-
C790-Cordova HS Entire Lot	C790	1,000,000	-	-
Total		\$ 47,327,304	\$ 8,754,565	\$ -
% of Budget			18%	0%
Remaining Budget to Spend				\$ 47,327,304

County Funding	Budget	% of Budget Paid	Payments Made to Date
County Total	\$ 47,327,304	0%	\$ -
85%	40,228,209		
Monthly Funding	3,352,351		

% of Payments Encumbered or Spent	0%
% of Payments Spent	0%

Remaining Funding up to 85% of Budget  
Potential Incremental Future Payment\*

**Future Payments**  
\$ 40,228,209  
7,099,095

MEMPHIS-SHELBY COUNTY SCHOOLS  
REVENUE AND EXPENDITURES - DISCRETIONARY FUND  
October 31, 2024

	Beginning Balance July 1	Revenues	Expenditures to Date	Deferred Revenue
<b>Grants</b>				
D011 Lottery for Education Afterschool Programs (LEAPS)	\$ -	\$ 24,049	\$ 77,722	\$ (53,673)
D044 Public School Security Grant	-	-	484,681	(484,681)
D525 Pre-K	-	-	2,195,270	(2,195,270)
D527 First 8 Memphis	-	3,444,999	1,621,939	1,823,060
D767 First 8.2 Wraparound	-	911,250	288,249	623,001
D768 First 8 Coaches Support	-	175,000	905	174,095
D777 Evening Reporting Center (ERC)	-	-	74,134	(74,134)
D954 State School Improvement Grant	-	-	31,499	(31,499)
D959 Full Service Community School	-	39,057	12,141	26,916
D966 Bolton High School & TN State Univ Agri STEM Grant	-	70,115	-	70,115
D980 SEL-Teacher Ambassador Program	-	23,399	-	23,399
D981 SPARC Grant	-	23,296	16,138	7,158
D982 Innovative School Models	-	-	1,161,743	(1,161,743)
	-	4,711,165	5,964,421	(1,253,256)
<b>Donations/Other</b>				
D046 Parking Event	-	34,971	-	34,971
D055 TVA Enernoc Demand Response Program	172,713	16,941	-	189,654
D075 Facility Rental	45,759	-	-	45,759
D076 Leadership Institute	-	45,635	-	45,635
D090 YMCA Before and After Care	313,617	-	-	313,617
D095 Very Special Arts Festival	41,684	10	-	41,694
D125 Telecommunications Center UBS	34,616	-	-	34,616
D205 Adopt a School Seminar	586	-	-	586
D240 Class Piano Program	71,447	-	2,014	69,433
D415 Homeless Children & Youth Program	4,359	-	-	4,359
D465 Mental Health Records	63,123	-	730	62,393
D466 Mental Health and Substance Abuse Services	-	-	5,998	(5,998)
D485 SCIAA Dues & Fees	635,915	307,985	58,610	885,290
D555 Research & Evaluation	113,906	94,491	6,382	202,015
D570 Colonial Hearing & Vision Center	23,322	-	-	23,322
D670 Adolescent Parenting Program	2,032	-	-	2,032
D795 SPED Medicaid Reimbursement	1,274,817	662	88,077	1,187,402
D907 Project STAND	1,122	-	-	1,122
D957 Project Graduation	12,819	-	4,666	8,153
D963 Sponsorship and Donations	1,138	-	-	1,138
D994 Family Wellness Center	1,195	-	-	1,195
	2,814,170	500,695	166,477	3,148,388
<b>Grand Total</b>	<b>\$ 2,814,170</b>	<b>\$ 5,211,860</b>	<b>\$ 6,130,898</b>	<b>\$ 1,895,132</b>

MEMPHIS-SHELBY COUNTY SCHOOLS  
Discretionary Fund - Donations  
October 31, 2024

PROGRAM ID AND NAME	BEGINNING FUND BALANCE	YTD REVENUE	YTD EXPENDITURES	PERIOD EXPENDITURES	TOTAL REMAINING
<b>D095 Very Special Arts Festival</b>					
Balance	\$ 41,684	\$ 10	\$ -	\$ -	\$ 41,694
Total	41,684	10	-	-	41,694
<b>D205 Adopt a School Seminar</b>					
Balance	586	-	-	-	586
Total	586	-	-	-	586
<b>D415 Homeless Children &amp; Youth Program</b>					
Balance	4,359	-	-	-	4,359
Total	4,359	-	-	-	4,359
<b>D670 Adolescent Parenting Program</b>					
Balance	2,032	-	-	-	2,032
Total	2,032	-	-	-	2,032
<b>D963 Sponsorships and Donations</b>					
Balance	1,138	-	-	-	1,138
Total	1,138	-	-	-	1,138
<b>D994 Family Wellness Center</b>					
Balance	1,195	-	-	-	1,195
Total	1,195	-	-	-	1,195
<b>D076 Leadership Institute</b>					
Donation - SchoolSeed		45,635	-	-	45,635
Total		45,635	-	-	45,635
	\$ 50,994	\$ 45,645	\$ -	\$ -	\$ 96,639

MEMPHIS-SHELBY COUNTY SCHOOLS  
BUDGET AND EXPENDITURES- NUTRITION SERVICES FUND  
October 31, 2024

REVENUES	Budget	Actuals To Date	Remaining Budget	Percent Completed
Lunch Payments-Adults	\$ 25,000	\$ 12,068	\$ 12,932	48.3%
Income from Breakfast	1,000	423	577	42.3%
A la Carte Sales	8,000	2,308	5,692	28.9%
Contract for Food Services w Other LEAs	273,032	-	273,032	0.0%
Investment Income	850,000	332,028	517,972	39.1%
Other Local Revenue	713,610	117,106	596,504	16.4%
School Food Service	460,000	-	460,000	0.0%
USDA School Lunch Program	47,897,486	5,943,523	41,953,963	12.4%
USDA Commodities	4,312,480	2,317,618	1,994,862	53.7%
Breakfast	18,962,796	2,399,141	16,563,655	12.7%
USDA - Other	5,295,417	1,355,373	3,940,044	25.6%
Total Revenues	78,798,821	12,479,588	66,319,233	15.8%
Anticipated Use of Fund Balance	9,907,016	-	9,907,016	0.0%
Total Revenues	88,705,837	12,479,588	76,226,249	85.9%
EXPENDITURES				
Salaries	36,568,479	8,063,660	28,504,819	22.1%
Employee Benefits	7,719,034	1,361,071	6,357,963	17.6%
Professional Services	41,962	-	41,962	0.0%
Property Maintenance Services	498,000	45,714	452,286	9.2%
Contracted Services	1,126,289	349,297	776,992	31.0%
Supplies and Materials	34,446,137	10,259,629	24,186,508	29.8%
Travel	46,850	9,550	37,300	20.4%
Capital Outlay	5,915,010	341,473	5,573,537	5.8%
Other Charges	2,275,046	715,784	1,559,262	31.5%
Other Objects and Debt	69,030	7,030	62,000	10.2%
Total Expenditures	88,705,837	21,153,208	67,552,629	23.8%
Revenues Over (Under) Expenditures	\$ -	\$ (8,673,620)	\$ 8,673,620	



MEMPHIS-SHELBY COUNTY SCHOOLS  
REVENUE AND EXPENDITURES - FEDERAL PROJECTS  
October 31, 2024

	Budget	Revenues	Expenditures To Date	Deferred Revenue (Receivable)
16 Consolidated Administration	4,361,386	-	1,031,676	(1,031,676)
137 ATSI 22 Grant	20,853	520	510	10
138 ATSI 23 Grant	450,000	188,890	194,856	(5,966)
1005 Title I, Part A, Improving Academic Achievement	99,853,718	-	16,899,934	(16,899,934)
1006 Title I A, Neglected	818,019	-	57,286	(57,286)
1450 Title I-C	39,290	-	-	-
1505 Title I, Part D	232,162	-	65,193	(65,193)
2005 Title II, Part A, Training & Recruiting	11,481,539	-	950,154	(950,154)
3005 Title III, Part A, English Language Acquisition	1,608,992	-	642,268	(642,268)
3006 Title III Immigrant Grant	24,931	-	481	(481)
3740 Literacy Training Teacher Stipend Grant	683,000	-	-	-
3741 HOIM Literacy Implementation Networks	87,800	-	20,693	(20,693)
3940 Stronger Connections Grant	1,086,304	-	8,944	(8,944)
5011 Title IV	11,408,274	-	399,194	(399,194)
5014 21st Century Community Learning Centers FY24	365,000	-	65,885	(65,885)
5023 FY19-20 21st Century Community Learning Center	446,785	-	-	-
5024 21st CCLC Cohort 2022	180,158	-	-	-
5520 IAL Libraries in the Blend	933,840	237,477	254,968	(17,491)
7006 Title IX McKinney-Vento	319,740	-	53,208	(53,208)
7056 ARP Homeless 1.0	132,941	-	-	-
7057 ARP Homeless 2.0	547,757	-	1,307	(1,307)
7070 ARP Homeless System Navigator	11,179	-	4,187	(4,187)
8005 Carl Perkins	2,987,809	193,657	270,549	(76,892)
8054 School Turnaround Pilot Program Grant	250,000	-	-	-
8057 Turnaround Action Grant 3.0	2,117,720	-	546,818	(546,818)
8058 Turnaround Action Grant (TAG) 4.0	7,171,576	-	1,112,999	(1,112,999)
8709 STOP Sch Violence Threat Assess	158,370	-	202	(202)
8710 STOP Sch Violence Prev and Mental Health Training	439,793	66,588	66,588	-
8811 Resilient School Communities (RSC)	59,447	-	-	-
9005 IDEA, Part B	39,141,918	-	7,249,078	(7,249,078)
9017 Substance Abuse	75,600	-	25,043	(25,043)
9033 Transition School to Work (FY24)	47,562	855	41,885	(41,030)
9105 IDEA, Preschool	564,218	-	108,963	(108,963)
9210 MSCS Project AWARE	904,588	15,161	15,161	-
9211 MSCS Project AWARE	1,800,000	27,959	45,430	(17,471)
9424 Head Start Jan-Dec 2024	18,986,020	4,045,917	6,222,871	(2,176,954)
9425 Head Start Jan-Dec 2025	10,798,726	-	-	-
9709 CDCP HIV/STD Prevention (FY 2021)	52,384	7,477	7,477	-
9711 CDCP HIV/STD Prevention (FY2023)	16,828	16,828	17,004	(176)
9712 CDCP HIV/STD Prevention (FY 2024)	109,503	20,773	21,010	(237)
9713 CDC/What Works (FY2025)	360,000	24,342	24,342	-
9790 CDC/Mental Health Supplement 2	8,028	8,028	8,028	-
9904 Enhancing School Capacity to Address Youth Violence	734,052	-	30,920	(30,920)
9940 TN All Corps	-	-	6,717	(6,717)
9985 ESSER 3.0	91,212,946	7,297,394	34,585,685	(27,288,291)
D398 Gear Up 3.0	180,710	-	-	-
D982 Innovative School Models	5,537,141	-	-	-
	\$ 318,808,607	\$ 12,151,866	\$ 71,057,514	\$ (58,905,648)

MEMPHIS-SHELBY COUNTY SCHOOLS  
COMBINED BALANCE SHEET  
ALL FUND TYPES  
October 31, 2024

	GOVERNMENTAL FUNDS						PROPRIETARY FUNDS				FIDUCIARY FUNDS		
	General Fund	Capital Improvement Fund	Discretionary Grants	Nutrition	Federal Projects	Flexible Spending Account	Pricing	Warehouse	Unemployment	Insurance	Trust	Other	Total Memorandum Only
ASSETS													
Cash on Hand	\$ 11,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,900
Cash w/ Trustee	225,204,312	11,048,820	-	8,952,958	-	208,805	371,094	688,246	16,779,130	-	-	683,782	263,532,349
Investments	5,372,811	-	-	15,972,024	-	-	-	-	-	-	-	-	20,724,985
Accounts Receivable	20,659,869	-	2,211,086	574,378	54,587,686	-	-	-	-	2,242,779	1,073,302	152,507,716	174,237,827
Due from City of Memphis	23,113,300	-	-	-	-	-	-	-	-	-	-	-	62,230,049
Due from Other Government Funds	6,666,652	-	-	-	-	-	-	-	-	-	-	-	6,666,652
Intangible Rights to Use Assets-Leases	134,493,881	-	-	-	-	-	383,267	410,967	-	-	-	-	134,493,881
Accumulated Amortization-Leases	-	-	-	-	-	-	128,349	124,354	-	-	-	-	252,703
Assets	395,523,065	11,048,820	2,211,086	24,573,400	54,587,686	208,805	524,615	924,853	16,719,330	2,242,779	1,073,302	153,296,468	682,572,228
Expenditure Control	355,263,111	6,550,070	6,130,696	22,153,208	71,057,514	-	194,358	658,637	6,691	37,048,732	41,679	15,802,365	514,725,437
Total Assets and Other Credits	751,206,816	18,063,340	8,341,864	46,726,808	125,645,120	208,805	718,974	1,613,696	16,725,961	39,291,511	11,658,981	168,378,867	1,177,562,585
LIABILITIES													
Accounts Payable	1,464,160	18,558	163,288	1,188,940	851,018	-	18,173	3,931	-	428,483	-	3,008,128	7,155,757
Insurance Claims - Payable	-	-	-	-	-	-	-	-	-	8,221,053	-	1,007,827	9,249,880
Insurance Tax Withhold and Unpaid	2,749	-	-	-	-	-	-	-	-	-	-	-	2,749
Retirement Contributions	6,385,855	-	-	-	-	-	-	-	-	-	-	-	6,385,855
Employee Deductions	8,039,458	-	-	-	-	203,805	-	-	-	-	-	-	8,243,263
Refundable Payable	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract Retainage Payable	210,520	-	-	-	-	-	-	-	-	-	-	-	210,520
Contract Retainage Payable	(210,520)	-	-	-	-	-	-	-	-	-	-	-	(210,520)
Accrued Interest Payable	-	-	-	-	-	-	214	7,642	-	-	-	-	7,856
Due to Other Government Funds	-	-	147,855	-	112,400,226	-	42,549	149,915	-	1,430,271	275,739	-	114,499,881
Due to Other Government Funds	-	-	-	-	-	-	42,549	149,915	-	-	-	-	198,464
Unavailable Revenues	17,688,238	6,019,404	-	44,276	-	-	54,453	153,481	-	-	-	-	23,782,418
Leases Payable-Long Term	-	-	-	-	-	-	138,173	31,049	-	10,028,817	275,739	4,087,955	187,773,157
Total Liabilities	39,561,064	6,097,562	315,033	1,287,216	113,401,254	203,805	138,173	92,408	204,453	22,828,990	50,318	21,804,483	369,867,331
Fund Equity	289,008,073	5,465,346	5,211,660	12,476,598	12,215,666	-	104,076	254,410	204,453	-	-	-	589,340,480
Total Liabilities and Other Credits	322,569,127	11,562,908	5,526,793	13,723,804	125,616,920	203,805	232,451	556,777	204,453	32,658,015	32,670,997	21,804,483	1,177,562,585
FUND EQUITY													
Nonspendable Inventory	5,008,206	-	-	7,015,053	-	-	-	-	-	-	-	-	12,023,259
Restricted for Education (TSA)	38,533,225	-	13,542	-	-	-	-	-	-	-	-	-	38,546,767
Restricted for Instruction (Career Center)	27,087	-	-	-	-	-	-	-	-	-	-	-	27,087
Restricted for Operation of Non Instructional Service	-	-	2,000,229	25,004,251	-	-	-	-	-	-	-	-	27,004,480
Restricted for Capital Projects	-	6,507,092	-	-	-	-	-	-	-	-	-	-	6,507,092
Restricted for Stabilization Reserve Trust (SRT)	18,026,523	-	-	-	-	-	-	-	-	-	-	-	18,026,523
Committed for Other Purpose	-	-	-	-	-	-	-	-	-	-	-	-	-
Assigned for Education	43,477,137	-	-	-	-	-	-	-	-	-	-	-	43,477,137
Assigned for Capital Projects	38,089,405	-	-	-	-	-	-	-	-	-	-	-	38,089,405
Assigned for Other Purpose	3,777,398	-	-	-	-	-	-	-	-	-	-	-	3,777,398
Unassigned Fund Balance	262,422,683	-	-	-	-	-	-	-	-	-	-	-	262,422,683
Invested in Capital Assets, Net of Related Debt	-	-	-	-	-	-	378,015	1,006,005	16,320,418	6,331,896	-	92,404,609	116,774,954
Total Fund Equity	432,172,689	6,507,092	13,542	32,019,304	-	-	718,974	1,613,696	16,725,961	39,291,511	11,658,981	168,378,867	1,177,562,585
Total Liability, Other Credits and Fund Equity	751,206,816	18,063,340	8,341,864	46,726,808	125,616,920	203,805	718,974	1,613,696	16,725,961	39,291,511	11,658,981	168,378,867	1,177,562,585
Balance Sheet - General Fund													
Current Ratio = Current Assets / Current Liabilities	17												
Net Working Capital = Current Assets - Current Liabilities	250,470,886												
Debt Burden = Total Liabilities / Total Assets	0.5%												
Unassigned Balance as a % of Expense	75.3%												
Cash on Hand													
(Operating expenses - Noncash expenses) / 365	77												

MEMPHIS-SHELBY COUNTY SCHOOLS  
COMPARATIVE BALANCE SHEET  
October 31, 2024

	2025	2024	Variance	Percent Change
<b>ASSETS</b>				
Cash on Hand	\$ 11,100	\$ 10,100	\$ 1,000	9.9%
Cash w Trustee	263,532,347	178,671,555	84,860,792	47.5%
Inventories	20,724,935	19,173,141	1,551,794	8.1%
Investments - LGIP	174,237,827	140,066,670	34,171,157	24.4%
Accounts Receivable	82,730,849	87,008,997	(4,278,146)	(4.9%)
Due from State of Tennessee	6,666,652	7,999,986	(1,333,334)	(16.7%)
Due from Other Government Funds	114,493,881	129,503,023	(15,009,142)	(11.6%)
Intangible Right to Use Assets-Leases	794,234	233,362	560,872	240.3%
Accumulated Amortization-Leases	(354,699)	(133,836)	(220,863)	165.0%
Total Assets	662,837,126	562,532,998	100,304,130	17.8%
Expenditures	514,725,437	505,356,458	9,368,979	1.9%
Total Assets and Other Debits	1,177,562,563	1,067,889,456	109,673,109	10.3%
<b>LIABILITIES</b>				
Accounts Payable	7,150,757	9,761,636	(2,610,879)	(26.7%)
Insurance Claims - Payable	9,349,880	8,416,532	933,348	11.1%
Income Tax Withheld and Unpaid	2,743	18,193	(15,450)	(84.9%)
Social Security Tax	-	30,633	(30,633)	na
Employee Medicare Deduction	-	7,230	(7,230)	na
Retirement Contributions	6,385,955	6,420,376	(34,421)	(0.5%)
Employee Deductions	8,243,263	517,834	7,725,429	1491.9%
Retainage Payable	210,520	746,645	(536,125)	(71.8%)
Contra Retainage Payable	(210,520)	(731,489)	520,969	(71.2%)
Accrued Interest Payable	7,856	173	7,683	4441.0%
Due to Other Government Funds	114,493,881	129,503,023	(15,009,142)	(11.6%)
Leases Payables-Current	188,484	43,827	144,657	330.1%
Other Deferred Revenue	23,732,418	20,396,676	3,335,742	16.4%
Leases Payables-Long Term	217,920	39,025	178,895	458.4%
Total Liabilities	169,773,157	175,170,314	(5,397,157)	(3.1%)
Revenues	369,367,331	354,004,217	15,363,114	4.3%
Total Liabilities and Other Credits	539,140,488	529,174,531	9,965,957	1.9%
<b>FUND EQUITY</b>				
Nonexpendable Inventory	12,063,429	10,798,513	1,264,916	11.7%
Restricted for Education	38,527,167	38,542,007	(14,840)	0.0%
Restricted for Instruction (Career Ladder)	27,087	7,538	19,549	259.3%
Restricted for Operation of Non Instructional Services	27,804,980	35,379,392	(7,574,412)	(21.4%)
Restricted for Capital Projects	6,502,032	7,385,475	(883,443)	(12.0%)
Restricted Retirement - Hybrid Stabilization	19,926,523	16,001,526	3,924,997	24.5%
Committed for Other Purposes	51,076,704	51,046,377	30,327	0.1%
Assigned for Education	43,477,137	13,870,738	29,606,399	213.4%
Assigned for Capital Projects	36,085,495	101,841,125	(65,755,630)	(64.6%)
Assigned for Other Purposes	3,717,358	41,449,374	(37,732,016)	(91.0%)
Unassigned Fund Balance	282,422,488	119,875,187	162,547,301	135.6%
Net Position	116,674,954	102,400,952	14,274,002	13.9%
Invested in Capital Assets, Net of Related Debt	116,721	116,721	-	0.0%
Total Fund Equity	638,422,075	538,714,925	99,707,150	18.5%
Total Liability, Other Credits, and Fund Equity	\$ 1,177,562,563	\$ 1,067,889,456	\$ 109,673,107	10.3%

# **Shelby County Board of Education**

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## **BOARD MEMBERS**

**Joyce Dorse Coleman, Board Chair (District IX)**  
**Stephanie P. Love, Vice Chair (District III)**  
**Michelle Robinson McKissack, (District I)**  
**Natalie McKinney, (District II)**  
**Tamarques Porter, (District IV)**  
**Sable Otey, (District V)**  
**Keith Williams, (District VI)**  
**Towanna Murphy, (District VII)**  
**Amber Garcia, (District VIII)**

**Dr. Marie N. Feagins, Superintendent**



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**160 S. Hollywood St. ♦ Memphis, TN 38112**

**10/31/2024**

Memphis-Shelby County Schools does not discriminate in its programs or employment on the basis of race, color, religion, national origin, handicap/disability, sex or age.

# **Appendix Fourteen**



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**Procurement Services**

160 South Hollywood Street • COE-Room 126 • Memphis, TN 38112 • (901) 416-5376

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September 25, 2024

**TO:** All Respondents

**SUBJECT:** Letter of Intent to Award for **RFP# 07162024JKG Homeless Identification & Emergency Support**

This notification is to be accepted as Memphis-Shelby County Schools (MSCS) *Letter of Intent to Award* from Procurement Services. Pursuant to RFP# 07162024JKG Homeless Identification & Emergency Support dated June 25, 2024 Memphis-Shelby County Schools received a proposal from the following respondent:

1. SchoolSeed Foundation

After analysis of all proposals received, MSCS recommends an award to the following respondent(s):

SchoolSeed Foundation

If an agreement is required, the recommendation will be submitted to MSCS General Counsel Office for contract preparation. MSCS will move forward with the award upon approval, which may include full execution of a contract and approval of Shelby County Board Members at the next scheduled Board Meeting Session should the dollar amount total be \$100,000.00 or more.

Please note that this notice of intent to award is not intended to create rights, interests, or claims of entitlement in any recipient of this notice. We appreciate your interest in doing business with Memphis-Shelby County Schools. Therefore, Vendors shall not provide any service or product to Memphis-Shelby County Schools (MSCS) until receipt of an official Purchase Order (P.O.).

For questions regarding this notification, please contact JaNese Graves at (901) 416-0491 or [gravesj1@scsk12.org](mailto:gravesj1@scsk12.org).

# **Appendix Fifteen**

**From:** Vincent McCaskill <vince@schoolseed.org>  
**Date:** January 20, 2025 at 11:11:59 AM CST  
**To:** Justin Bailey <justin.leslie.bailey@gmail.com>  
**Subject:** Fwd: [EXTERNAL] Urgent Inquiry Regarding Homeless Support Funding in Memphis

This is what was shared with board and superintendent.

---

Sent from my iPhone

Begin forwarded message:

**From:** Vincent McCaskill <vince@schoolseed.org>  
**Date:** December 7, 2024 at 11:54:43 AM CST  
**To:** JOYCE DORSECOLEMAN <DORSECOLEMANJ@scsk12.org>, STEPHANIE LOVE <LOVES1@scsk12.org>, Amber Huett-Garcia <HuettgarciaA@scsk12.org>, MICHELLE MCKISSACK <MCKISSACKM@scsk12.org>, KEITH O WILLIAMS <WILLIAMSKO@scsk12.org>, portert1@scsk12.org, mckinneynj@scsk12.org, murphytc@scsk12.org, oteys@scsk12.org  
**Subject:** [EXTERNAL] Urgent Inquiry Regarding Homeless Support Funding in Memphis

Good afternoon, Board Commissioners,

I hope this message finds you well. I wanted to follow up on the funding discussion from your last board meeting around the homelessness and identity support funds that I indicated to you the district has to return to the Department of Education and provide some additional clarity. It was truly heartening to hear the superintendent share with you all during your discussion that the funds are still available to support homeless families and students.



I reached out to Vanessa Waters, the Vento and Immigrant Grant Manager for Federal Programs & Oversight at the Tennessee Department of Education. She oversees these funds and provides guidance to school districts regarding these funds. I've included our full email exchange for your reference, beginning with my initial inquiry, followed by her response, and then my reply. Additionally, I have attached for your review the document she mentioned, which outlines the liquidation process leading up to the September 30, 2024 deadline required by federal statute.

Vanessa's contact information is included in the email thread should you wish to connect with her directly. SchoolSeed will always walk with the district side by side when called upon to support these families. Please don't hesitate to reach out if you have any questions or need further assistance.

Thank you for your continued dedication to serving our community.

Warm regards,

---

Vincent J. McCaskill, President/CEO  
SchoolSeed/Kindred Place  
(901) 207-1472 Office  
e-mail: [vince@schoolseed.org](mailto:vince@schoolseed.org) or  
[vince@kindred-place.org](mailto:vince@kindred-place.org)

**Physical Address:**

2180 Union Avenue  
Kindred Place, Suite 230  
Memphis, TN 38104

**Mailing Address:**

PO Box 111169  
Memphis, TN 38111

[www.schoolseed.org](http://www.schoolseed.org)  
[www.kindred-place.org](http://www.kindred-place.org)

----- Forwarded message -----

From: **Vincent McCaskill** <[vince@schoolseed.org](mailto:vince@schoolseed.org)>  
Date: Fri, Dec 6, 2024 at 3:34 PM  
Subject: Re: [EXTERNAL] Urgent Inquiry Regarding Homeless Support Funding in Memphis  
To: Vanessa Waters <[Vanessa.Waters@tn.gov](mailto:Vanessa.Waters@tn.gov)>

Thank you Ms. Waters. It was my prayer that there would be some way we could save these resources. But I do understand that the State has to follow

the federal statute regarding the September 30, 2024 deadline to secure the contract for these resources to be used. It breaks my heart that the Memphis Shelby County Schools will have to return those funds to the Department of Education. Thank you for helping us understand and we will work to identify private resources to cover this gaping hole.

Warmest regards,

VM

---

Vincent J. McCaskill, President/CEO  
SchoolSeed/Kindred Place  
(901) 207-1472 Office  
e-mail: [vince@schoolseed.org](mailto:vince@schoolseed.org) or  
[vince@kindred-place.org](mailto:vince@kindred-place.org)

**Physical Address:**

2180 Union Avenue  
Kindred Place, Suite 230  
Memphis, TN 38104

**Mailing Address:**

PO Box 111169  
Memphis, TN 38111

[www.schoolseed.org](http://www.schoolseed.org)  
[www.kindred-place.org](http://www.kindred-place.org)

On Fri, Dec 6, 2024 at 2:43 PM Vanessa Waters <[Vanessa.Waters@tn.gov](mailto:Vanessa.Waters@tn.gov)> wrote:

Hi, Vincent.

Thanks again for reaching out. I have attached the guidance provided to State Agencies and School Districts that you can share with your donors.

Best,

Vanessa

<Image001.png>

**Vanessa Waters** | McKinney- Vento and Immigrant Grant Manager

Federal Programs & Oversight

Andrew Johnson Tower

710 James Robertson Parkway, Nashville, TN 37243

C: 615-917-3750

[Vanessa.Waters@tn.gov](mailto:Vanessa.Waters@tn.gov)

[tn.gov/education](http://tn.gov/education)

#TNBestforAll

**From:** Vincent McCaskill <[vince@schoolseed.org](mailto:vince@schoolseed.org)>

**Sent:** Thursday, December 5, 2024 11:14 AM

**To:** Vanessa Waters <[Vanessa.Waters@tn.gov](mailto:Vanessa.Waters@tn.gov)>

**Subject:** [EXTERNAL] Urgent Inquiry Regarding Homeless Support Funding in Memphis

**This Message Is From an External Sender**

This message came from outside your organization.

Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-3

My name is Vincent McCaskill, and I serve as the President and CEO of SchoolSeed Foundation in Memphis. Over the past three years, SchoolSeed

has been collaborating closely with Memphis Shelby County Schools (MSCS) to address the critical needs of homeless families and students in our community. Through these efforts, we have raised private funds and implemented additional support services to alleviate the challenges faced by our homeless population.

As you are aware, according to the late liquidation guidelines, contracts with community-based organizations for these essential services were to be secured by September 30, 2024. I am pleased to share that SchoolSeed has received a letter of intent from MSCS indicating the district's intent to award us the Homeless Identification and Support contract. However, due to constraints within the district, the formal approval of this contract remains pending.

Despite this delay, SchoolSeed has continued to provide these critical services, leveraging private funding to bridge the gap. We are now seeking clarity on whether the funds allocated for this contract, as outlined in Eplan under Homeless Identification and Emergency Support, remain available. These funds are crucial for expanding our ability to meet the growing demand for homeless support services in Memphis.

The need in our city is undeniable and urgent. Homelessness among families and students continues to rise, requiring a coordinated and adequately funded response. SchoolSeed is fully prepared to step in and provide the comprehensive supports needed to address this crisis effectively.

Your guidance on the availability and status of these funds is critical to our efforts. I look forward to your timely response and welcome any opportunity to discuss how we can collaboratively address this pressing issue.

Thank you for your attention and for your commitment to supporting those most vulnerable in our community.

Warm regards,

---

Vincent J. McCaskill, President/CEO

SchoolSeed/Kindred Place

(901) 207-1472 Office

e-mail: [vince@schoolseed.org](mailto:vince@schoolseed.org) or

[vince@kindred-place.org](mailto:vince@kindred-place.org)

**Physical Address:**

2180 Union Avenue

Kindred Place, Suite 230

Memphis, TN 38104

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PO Box 111169

Memphis, TN 38111

[www.schoolseed.org](http://www.schoolseed.org)

[www.kindred-place.org](http://www.kindred-place.org)

[<ARP-HCY-Sprint-Timeline-At-a-Glance.pdf>](#)

# **Appendix Sixteen**

# **Shelby County Board of Education**

**2006**

**Issued Date: 01/31/12**

**Effective: 07/1/13**

**Revised: 11/28/23; 08/29/23; 08/31/21; 01/31/17;  
04/26/16; 03/25/14; 06/25/13**

## **PURCHASING AUTHORITY**

### **I. PURPOSE**

To ensure District schools are provided with goods and services at a fair and equitable cost; to fulfill the District's oversight responsibility of ensuring that resources are managed and allocated prudently in the best interest of students and the community while driving academic achievement and aligning with the goals of the Board and administration; and to provide the guidelines for interested parties to submit bids or Requests for Proposals (RFPs) for such goods and services.

Note: The manual for purchasing procedures is located on the District website.

### **II. SCOPE**

This policy applies to the bid and purchase of goods such as supplies, furniture, fixtures, equipment, and material of every kind (including such purchases made by schools using site-based funding). It also applies to the purchase of services (see also, policy 2013 Professional Services), the lease of equipment and contracts for more than one year (including such purchases made by schools using site-based funding). In addition to the purchasing requirements set out in this policy, some purchases may also require a written contract. (See policy 2012 Contract Requirements, Approval, and Signatory Authority for contract requirements related to the purchase of goods and services.)

### **III. DEFINITIONS**

- A. Non-Professional Service - Services of a general nature based on skill that is repetitive in nature, for which there is adequate competition in the marketplace to set a market price (e.g., painting, roofing, cleaning, etc.)
- B. Sole Source Provider - A supplier of goods and services exempt from the bid process in the absence of another supplier capable of performing the function of the sole source product or service.
- C. Single Source Provider - A single supplier of goods and services among others in a competitive marketplace which for an acceptable reason has predominant qualifications and unique attributes only possessed by that source. Factors that determine single source include availability of product, compatibility of product with existing District products,

programs or resources, standardization of product with existing District products, programs or resources, and grant or contract requirements.

- D. **Emergency Purchases** - Purchases made due to unforeseen conditions that (1) create an imminent threat to life, health, safety, or property and/or (2) must be made to prevent or minimize a major disruption to District, including school, operations. The existence of such conditions must create an immediate and serious need for goods, services, or construction that cannot be met in a timely manner through normal procurement methods.
- E. **Professional Services** – Services provided by an individual or group of individuals with a professed expertise based on prolonged and specialized intellectual training over time which enables a particular service to be rendered. The term implies professional attainment in specialized knowledge as distinguished from mere skill. Professional services include, but are not limited to, insurance, auditing, accounting and financial services; professional development, business consulting services; educational consulting services; research services; seminar leaders; surveys and studies; legal services; medical services; technical services (e.g., technology); and software development.

#### **IV. POLICY STATEMENT**

In instances where federal and state purchasing requirements differ, the District shall adhere to the most restrictive requirement, unless otherwise provided in the applicable federal regulations.

##### **A. Competitive Bid Requirements**

All purchases of supplies, furniture, fixtures and material of every kind that are subject to the competitive bid requirements shall be purchased through the Board's Executive Committee (Chairperson and Superintendent). All single contracts for any of the aforementioned purchases exceeding one hundred thousand dollars (\$100,000) must be approved by the Board, except commodity products. Commodity products are defined as items normally used in the routine operation of the District. The Superintendent shall furnish the Board with a monthly report which includes commodity purchases and awards made pursuant to this policy that are equal to or in excess of one hundred thousand dollars (\$100,000) and maintain documentation on the District website that is readily available to the public.

Specifically, competitive bid requirements apply to the purchase of equipment, supplies, materials and non-professional services according to the following guidelines:

**Equipment, Supplies, and Materials** – All purchases of supplies, furniture, fixtures, equipment, and material of every kind in excess of twenty-five thousand dollars (\$25,000), including those of individual schools, shall be based on competitive bids.

**Non-Professional Services** – All contracts for non-professional services that exceed twenty-five thousand dollars (\$25,000) shall be based on competitive bids.



For all items subject to competitive bid, the requirements of the bid, the final award and, after the bid has been awarded, the amount of the bid award and name of bidder must be posted on the District website within 30 days of letting the contract.

For all items subject to competitive bid which exceed one hundred thousand dollars (\$100,000) the following information must additionally be provided on the District website, if applicable and/or obtainable:

- a. Total cost of purchase including any anticipated associated costs;
- b. Funding source;
- c. Sustainability of funding source;
- d. Number of students served and the student population in need of the item or service;
- e. Cost per student served and cost per total students in the school district;
- f. Cost for the previous three (3) years;
- g. Other options for addressing the need for the purchase;
- h. National annual cost trends for the past five (5) years;
- i. Measurable outcomes expected;
- j. Explanations for any assumptions (i.e., inflation rate) and any indices used (i.e., FCI);
- k. If the purchase relates to a "program", the number of years the program will be needed.

A comprehensive vendor list for the purpose of soliciting competitive bids may be used; provided, that the vendors on the list are given notice to bid; and provided further, that the Purchasing Department shall at least annually advertise in a newspaper of general circulation in Shelby County for vendors and shall update the list of vendors following the advertisement. At anytime, however, a vendor may become a registered vendor by completing the application process through the District website. If a comprehensive vendor list is not used, bids shall be solicited by advertisement in a newspaper of general circulation in Shelby County, except that the newspaper advertisement may be waived in the event of emergency.

The bid process shall be provided in the District's Purchasing Manual in accordance with state law and Board policy. Unless governed by the policy on Local Preference Purchasing (#2011), the best and lowest bid shall be accepted, provided that the District reserves the right to reject any or all bids or any part of any bid and, if applicable, to accept that bid which is best as evidenced by reasons relative to the purpose of the purchase.

The bidder to whom the award is made may be required to enter into a written contract governed by the Contract Requirements, Approval, and Signatory Authority policy (#2012).

Splitting what should be a single, large dollar purchase transaction into a combination of smaller dollar transactions to avoid the use of bidding or other purchasing procedures is prohibited. Splitting what should be a single, large dollar purchase transaction Employees found in violation of this provision may be subject to discipline up to and including dismissal from employment.

### **Exceptions To Competitive Bidding**

The following are exceptions to the competitive bidding requirement:

1. Professional service contracts such as contracts for legal services and educational consultants shall not be based upon competitive bids but shall be awarded on the basis of recognized expertise, competence and integrity or other unique qualities. This may be facilitated through a request for qualifications (RFQ) or request for proposals (RFP) process;
2. Liability Insurance purchased through a plan authorized and approved by any organization of governmental entities representing cities and counties;
3. Purchases of goods or contracts for services from sole source and single source providers;
4. Purchases of equipment under the same terms of a legal bid initiated by any other Local Education Agency (LEA) in Tennessee. The District shall provide a rationale documenting a justifiable benefit to the District; or
5. Purchases of supplies, equipment, and services under a competitive bid issued by any municipality, county, utility district, or other local governmental unit of the state for the District (the "procuring entity"), such as applicable purchasing co-operatives, subject to the following requirements:
  - a. The purchases shall be made on the same terms and under the same rules and regulations as regular purchases of the procuring entity.
  - b. Where the District would otherwise be required to advertise and receive bids, it shall be sufficient for these purposes that the procuring entity has complied only with its own purchasing requirements.
  - c. The District shall provide a rationale documenting a justifiable benefit to the District.

### **B. Purchasing Process**

All purchases of less than twenty-five thousand dollars (\$25,000) may be made in the open market without newspaper notice, but shall, whenever possible, be based upon at least three (3) quotes. Such purchases are subject to the provisions outlined below.

#### **Invoice Purchasing (Items up to \$3,500)**

Unless an exception applies, individual purchases of three-thousand five-hundred dollars (\$3,500) or less in the aggregate do not require a purchase order prior to purchase. Invoices for such purchases should be sent directly to the Shelby County Schools Accounts Payable Office.

**Exceptions:** If an exception is to be made, approval must be received in accordance with guidelines established by the Superintendent (designee) and as provided for in the Purchasing Manual that is readily available to the public on the District's website.

#### **Purchase Orders (Items over \$3,500)**

All purchases over three-thousand five-hundred dollars (\$3,500) shall be by purchase order, and no purchase over this amount shall be made nor payment approved unless covered by an approved purchase order, except for (i) emergency purchases as defined in this policy and

approved by the Superintendent (or designee) or (ii) financial transactions exempted from the purchase order process in accordance with this policy.

### **Emergency Purchases**

Emergency purchases must be approved by the Superintendent (or designee) and may be made without a purchase order. Such purchases shall be limited to goods, services, or construction necessary to meet the emergency and must be documented in accordance with procedures approved by the Superintendent. Emergency purchases should be at the lowest costs possible and efforts to get lowest costs should be included in documentation. Purchases requiring Board approval shall be presented to the Board at the next regular meeting.

### **Financial Transactions Exempted From the Purchase Order Process**

Certain financial transactions are exempt from the purchase order process and do not require a purchase order. Financial transactions exempted from the purchase order process include but are not limited to: payment of (i) athletic official fees and school reimbursements for sports; (ii) telephone service; (iii) utilities; (iv) service utilities; and (v) expense reimbursements to individuals. These and other such financial transactions shall be identified in the "Purchase Order Exemption List" approved by the Superintendent and made readily available to the public on the District's website.

Expenditures and/or purchases made using the "Purchase Order Exemption List" shall be documented in accordance with procedures established by and approved by the Superintendent (or designee). Any other transactions not identified in the "Purchase Order Exemption List" must be processed using an invoice, a purchase order, procurement card, or as an emergency purchase, as defined by this policy.

### **Information Technology Acquisitions - Approval Required**

All acquisitions of information technology (equipment, software, etc.) not on the SCS approved standards list, through purchase, donation, or otherwise, must be approved in advance by the Purchasing Department.

### **Review of Internal Controls and Non-Purchase Order Expenditures**

The Superintendent shall appoint an internal review committee, which shall include but not be limited to a representative from the department responsible for internal auditing and/or the Superintendent and/or his/her designee, to review the purchasing processes and procedures contained in the manual and recommend changes, if necessary. This committee shall also monitor internal controls related to the different types of purchases.

### **Purchases Requiring Board of Education Approval**

Board of Education approval shall be required for the following:

- Purchases of supplies, furniture, fixtures, equipment, and material of every kind equal to or exceeding one hundred thousand dollars (\$100,000).
- Non-professional service contracts equal to or exceeding one hundred thousand dollars (\$100,000).
- Professional services contracts equal to and exceeding seventy-five thousand dollars (\$75,000)

- All contracts extending beyond one year.

Purchases shall not be broken down into individual components nor shall service contracts, including Professional Service Contracts, be divided for the purpose of falling outside these limits.

#### **Purchases Not Requiring Board of Education Approval**

Board of Education approval is not required for fund transfers, non-expenditure transactions, recurrent expenditures such as debt service, utilities and telephones, or master purchase orders where such expenditures have previously been approved and/or budgeted. Approval is not required for budgeted purchases of textbooks purchased through the State Depository or budgeted purchases of standardized testing materials. The Director of Purchasing or Superintendent's designee is authorized to issue purchase orders and/or authorize payments for expenditures not requiring Board of Education approval.

#### **Disclaimer**

Purchases made that are not in compliance with this policy may become the personal responsibility of the person making the purchase. The Board will not, under any circumstances, be responsible for payment for any services, equipment, furniture, fixtures, materials or supplies purchased by unauthorized individuals or in an unprescribed manner. Employees who authorize or contract for any obligation in violation of this policy or any other Board policy may be required to assume personal responsibility for the payment of the obligation and may be subject to discipline, up to and including dismissal from employment.

### **C. Presentation of Bids and Purchase Requests**

When making a request to the Board for approval, administration shall provide specific information including, but not limited to the following:

- District goal the request serves;
- Measurable outcomes expected;
- Cost for the previous three (3) years, where applicable;
- Cost per student served, where applicable;
- Explanation of expected benefits and why specific item or service is the best purchase;
- Other options for addressing the need for the purchase;
- Sustainability Plan;
- Implementation Plan;
- Adverse impact on students and/or the district if not approved at the level requested; and
- Number and description of staff positions to be created, where applicable.

## **V. RESPONSIBILITY**

- A. The "users" of services are responsible for furnishing an objective evaluation of their needs and for identifying the specifications of the services to be delivered.

- B. The Purchasing Department/Superintendent (or designee) is responsible for developing final specifications and obtaining all bids, request for proposals (RFP), and requests for qualifications (RFQ) for goods and services.
- C. The Purchasing Department/Superintendent (or designee) is responsible for issuing purchase orders for all approved purchases requiring a purchase order under this policy and for ensuring appropriate board approval procedures are followed in accordance with this policy.
- D. The Superintendent's designee and General Counsel are responsible for ensuring that procedures for reviewing contracts are developed.
- E. The Superintendent's designee and/or General Counsel are responsible for drafting, reviewing and, when necessary, revising the terms and conditions of the purchase order and bidding standards. This shall occur annually, periodically, or upon request of the Board, Superintendent, or the General Counsel; or upon the recommendation of the Purchasing Department.
- F. The Superintendent is responsible for making recommendations to the Board to approve the purchase of goods and the acquisition of all services meeting the requirements for Board approval.
- G. The Superintendent is responsible for ensuring that this policy is adhered to.

---

Legal References:

- 1. T.C.A. 49-2-203
- 2. T.C.A. 12-4-106
- 3. T.C.A. 29-20-407
- 4. T.C.A. 12-3-1004
- 5. T.C.A. 12-3-1212
- 6. 2.2 C.F.R. § 200.403
- 7. 2.2 C.F.R. § 200.112

---

Cross References:

- 1. 2012 Contract Requirements, Approval, and Signatory Authority
- 2. 2013 Professional Services Contracts
- 3. 2011 Local Preference Purchasing

# **Appendix Seventeen**

Angela M. Whitelaw, Ph.D. | Deputy Superintendent, Schools and Academic Support

---

Memphis-Shelby County Schools | 160 S. Hollywood- COE Room 256 | Memphis, TN 38112

☎ Office: 901-416-3774 | ☎ Direct: 901-416-6702 | ✉ [whitelawam@scsk12.org](mailto:whitelawam@scsk12.org) | Twitter: @DrAWhitelaw

**Together, we MUST BELIEVE.**

**Together, we WILL ACHIEVE.**

**Together, we ARE REIMAGINING 901.**

---

**From:** Superintendent Marie Feagins <[superintendent@scsk12.org](mailto:superintendent@scsk12.org)>  
**Sent:** Sunday, May 19, 2024 8:02 AM  
**To:** ANGELA M WHITELAW <[WHITELAWAM@scsk12.org](mailto:WHITELAWAM@scsk12.org)>; WILLIAM E WHITE <[WHITEWE@scsk12.org](mailto:WHITEWE@scsk12.org)>; ERICA M EVANS <[EVANSE2@scsk12.org](mailto:EVANSE2@scsk12.org)>  
**Subject:** Fwd: EXTERNAL - Instructure Partnership

Is this a current contract? If yes, what is their service?

Sent via the Samsung Galaxy S24+, an AT&T 5G smartphone  
Get [Outlook for Android](#)

---

**From:** Chris Ball <[chris.ball@instructure.com](mailto:chris.ball@instructure.com)>  
**Sent:** Wednesday, May 15, 2024 10:38:06 AM  
**To:** Superintendent Marie Feagins <[superintendent@scsk12.org](mailto:superintendent@scsk12.org)>  
**Cc:** JASMINE M WORLES <[WORLESJM@scsk12.org](mailto:WORLESJM@scsk12.org)>  
**Subject:** EXTERNAL - Instructure Partnership

\*\*\*\*\* This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails. \*\*\*\*\*

Dr. Feagins,

Congratulations on your appointment as Superintendent of Memphis-Shelby County Schools. On behalf of Instructure, I am delighted to welcome you to your new role. As a valued partner of Memphis-Shelby County Schools, Instructure is deeply committed to supporting your district's educational goals and initiatives. Our collaboration with your schools has been marked by a shared dedication to enhancing the learning experience through innovative solutions and strategic partnerships.

At Instructure, we understand the importance of aligning our resources and expertise with your vision to ensure every student has access to the highest quality education. We are proud of the strides we have made together and are eager to continue our partnership under your leadership. I would greatly appreciate the opportunity to discuss how we can best support your strategic goals in the coming years. If convenient, I would like to schedule a virtual meeting at your earliest convenience to explore how Instructure can further contribute to the success of Memphis-Shelby County Schools. Please let me know a suitable time for you, and we will coordinate accordingly.

Best regards,  
Chris Ball

--

**Chris Ball – President & COO**

E: [chris.ball@instructure.com](mailto:chris.ball@instructure.com)

M: (650) 898-9477

 **INSTRUCTURE**



## **WILLIAM E WHITE**

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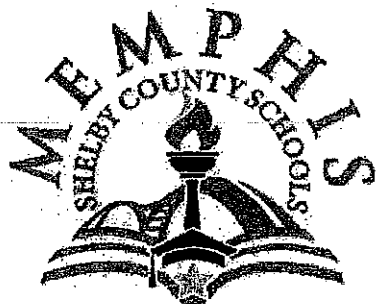
**From:** BRANT W RIEDEL  
**Sent:** Sunday, May 19, 2024 11:37 AM  
**To:** WILLIAM E WHITE; ANGELA M WHITELAW; VALERIE M MATTHEWS  
**Subject:** RE: Instructure Partnership

Good morning,

Here is the MasteryConnect part:

Instructure owns MasteryConnect, the formative assessment tool that MSCS has used for the past five school years. We have used the MasteryConnect platform and item bank to conduct three district-wide standards-based assessments each year. These district-wide assessments cover ELA and math in grades K-8 and science in grades 3-8. In addition, three MasteryConnect district-wide assessments were used each year to assess students in the following courses that have associated state End of Course tests: English I, English II, Algebra I, Algebra II, Geometry, Biology, and U.S. History. In addition, schools use item banks provided by MasteryConnect to create additional assessments between the district-wide assessments.

The current school year was the final year of the Instructure MasteryConnect contract, and we are currently reviewing formative assessment proposals received in response to an RFP. One of the proposals received is from Instructure.



**Brant Riedel, Ph.D.**

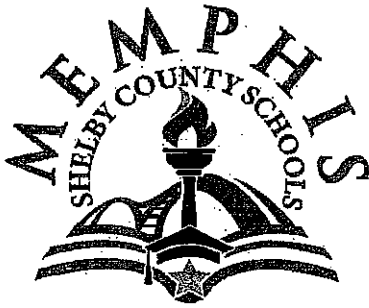
Director of Assessment and Accountability  
160 S. Hollywood St. | Memphis, TN 38112  
Phone: 901-416-5450

**Together, we MUST BELIEVE.**  
**Together, we WILL ACHIEVE.**  
**Together, we are REIMAGINING 901.**

---

**From:** WILLIAM E WHITE <WHITEWE@scsk12.org>  
**Sent:** Sunday, May 19, 2024 11:13 AM  
**To:** ANGELA M WHITELAW <WHITELAWAM@scsk12.org>; VALERIE M MATTHEWS <MATTHEWSVM@scsk12.org>;  
BRANT W RIEDEL <RIEDELBW@scsk12.org>  
**Subject:** RE: Instructure Partnership

Instructure also owns Mastery Connect. Brant can provide a paragraph on that piece and reminder her that contract has ended and proposals from an RFP are currently under review.



**William E. White II**

Executive Director, Accountability  
Memphis-Shelby County Schools  
160 S. Hollywood St. – Coe 304 | Memphis, TN 38112  
Office: 901-416-5533 | Direct: 901-416-8102  
[whitewe@scsk12.org](mailto:whitewe@scsk12.org)

**Together, we MUST BELIEVE.**  
**Together, we WILL ACHIEVE.**  
**Together, we are REIMAGINING 901.**

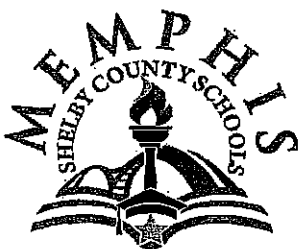
---

**From:** ANGELA M WHITELAW <[WHITELAWAM@scsk12.org](mailto:WHITELAWAM@scsk12.org)>  
**Sent:** Sunday, May 19, 2024 8:16 AM  
**To:** VALERIE M MATTHEWS <[MATTHEWSVM@scsk12.org](mailto:MATTHEWSVM@scsk12.org)>; WILLIAM E WHITE <[WHITEWE@scsk12.org](mailto:WHITEWE@scsk12.org)>  
**Subject:** Instructure Partnership

Valerie,

Can you write a quick summary so we can send back to the Superintendent and note the reason why we use it.

*Kind Regards,*



# **Appendix Eighteen**

## WILLIAM E WHITE

---

**From:** BRANT W RIEDEL  
**Sent:** Thursday, June 6, 2024 4:40 PM  
**To:** WILLIAM E WHITE  
**Subject:** FW: Formative Assessment Final Scorecard  
**Attachments:** Scorecard - RFP 04032024SB Formative Assessment FINAL.pdf

FYI



**Learn. Lead. Leave a Legacy!**

**Brant Riedel, Ph.D.**

Director of Assessment and Accountability  
160 S. Hollywood St. | Memphis, TN 38112  
Assessment and Accountability, Coe/Room 132  
Main Phone: 901-416-5450 | Direct Phone: 901-416-1290  
Email: [riedelbw@scsk12.org](mailto:riedelbw@scsk12.org)

---

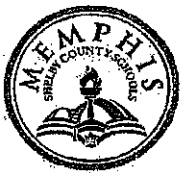
**From:** LAQUEEYA BRAXTON <BRAXTONL@scsk12.org>  
**Sent:** Wednesday, June 5, 2024 11:10 AM  
**To:** BRANT W RIEDEL <RIEDELBW@scsk12.org>  
**Subject:** Formative Assessment Final Scorecard

Good Morning, Dr. Riedel –

Attached is the final scorecard for Formative Assessment. Renaissance is the #1 ranked vendor. Below is a recap of the overall scores and rankings. Please review and provide your recommendation.

VENDOR	FINAL SCORE	RANKING
Renaissance	3.64	1
PowerSchool	3.36	2
Edmentum, Inc	3.22	3
NCS Pearson, Inc	3.06	4
NWEA	2.97	5
ANET	2.88	6
Learn By Doing, Inc	2.79	7
FocalPoint	2.757	8
Instructure	2.755	9

Thanks,



**Learn. Lead. Leave a Legacy!**

**LaQueeya Braxton | Manager, Academics Sourcing  
Memphis-Shelby County Schools | Procurement Services  
160 S. Hollywood Street | Room 126 | Memphis, TN 38112  
Office:(901)416-5376 | Direct:(901)416-5414 | [braxtonl@scsk12.org](mailto:braxtonl@scsk12.org)**

***How are we doing? Take the MSCS Procurement Services Customer Survey by clicking the link below***  
***<https://forms.office.com/r/zx5EG3Z1H8>***

# **Appendix Nineteen**

## WILLIAM E WHITE

---

**From:** BRANT W RIEDEL  
**Sent:** Tuesday, June 18, 2024 8:06 AM  
**To:** LAQUEEYA BRAXTON  
**Cc:** WILLIAM E WHITE  
**Subject:** RE: Formative Assessment Final Scorecard

Laqueeya,

Based on another meeting with the Superintendent yesterday and feedback on a red folder that we submitted, the Superintendent does **not** want us to purchase an item bank or formative assessment platform from a vendor.



**Learn. Lead. Leave a Legacy!**

**Brant Riedel, Ph.D.**

Director of Assessment and Accountability  
160 S. Hollywood St. | Memphis, TN 38112  
Assessment and Accountability, Coe/Room 132  
Main Phone: 901-416-5450 | Direct Phone: 901-416-1290  
Email: [riedelbw@scsk12.org](mailto:riedelbw@scsk12.org)

---

**From:** LAQUEEYA BRAXTON <BRAXTONL@scsk12.org>

**Sent:** Wednesday, June 5, 2024 11:10 AM

**To:** BRANT W RIEDEL <RIEDELBW@scsk12.org>

**Subject:** Formative Assessment Final Scorecard

Good Morning, Dr. Riedel –

Attached is the final scorecard for Formative Assessment. Renaissance is the #1 ranked vendor. Below is a recap of the overall scores and rankings. Please review and provide your recommendation.

VENDOR	FINAL SCORE	RANKING
Renaissance	3.64	1
PowerSchool	3.36	2
Edmentum, Inc	3.22	3
NCS Pearson, Inc	3.06	4
NWEA	2.97	5
ANET	2.88	6
Learn By Doing, Inc	2.79	7
FocalPoint	2.757	8
Instructure	2.755	9

Thanks,



**Learn. Lead. Leave a Legacy!**

LaQueeya Braxton | Manager, Academics Sourcing  
Memphis-Shelby County Schools | Procurement Services  
160 S. Hollywood Street | Room 126 | Memphis, TN 38112  
Office:(901)416-5376 | Direct:(901)416-5414 | [braxtonl@scsk12.org](mailto:braxtonl@scsk12.org)

***How are we doing? Take the MSCS Procurement Services Customer Survey by clicking the link below***  
<https://forms.office.com/r/zx5EG3Z1H8>



# **Appendix Twenty**



**Learn. Lead. Leave a Legacy!**

**William E. White II**

Office of Strategy & Performance

160 S. Hollywood St. | Memphis, TN 38112

Office of Strategy & Performance, Coe/Room304

Main Phone: 901-416-5533 | Direct Phone: 901-416-8102

Cell Phone: 901-488-2909

Email: [whitewe@scsk12.org](mailto:whitewe@scsk12.org)

-----Original Appointment-----

**From:** Yvette Harris <[yvette.foster@instructure.com](mailto:yvette.foster@instructure.com)>

**Sent:** Saturday, September 21, 2024 11:34 AM

**To:** Yvette Harris; Tyler Isbell; WILLIAM E WHITE; MONICA JORDAN; TIFFANY L LUCKETT; KYMBERLI R CHANDLER; BRANT W RIEDEL; Tammie Williams; EMILY B VUOSO; RACHEAL D ADDISON; JOYCE R HARRISON; JULIAN D CROSS; AMY MAPLES; ALISHA N KINER; CAROL R RICHARDSON; SHARI JONES

**Subject:** EXTERNAL - Updated invitation: Mastery Connect and Shelby County Welcome Call/Project Kl... @ Thu Sep 26, 2024 2pm - 2:45pm (EDT) ([whitewe@scsk12.org](mailto:whitewe@scsk12.org))

**When:** Thursday, September 26, 2024 2:00 PM-2:45 PM America/New\_York.

**Where:** <https://go.copilot.clari.com/zoom/96630500063/s/kttEEe4L>

\*\*\*\*\* This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails. \*\*\*\*\*

**This event has been updated**

**Changed:** location, description

**CHANGED Description**

We are so excited to be partnering with Shelby County on the implementation of Mastery Connect and the Mastery Connect Predictive Assessments. Superintendent Feagins has given us permission to move forward with this project and you are an important part of the first step. Time is of the essence so we need to have our welcome call as soon as possible.

Please accept this invite as confirmation of your attendance on the call. We only need 30 minutes of your time. During this 30 minutes, we will discuss the details of the project, our commitment to supporting you and your role in making this successful.

If you have any questions, please feel free to contact me.

Yvette Harris  
Regional Director, Tennessee  
706-469-4343

---

Yvette (Foster) Harris is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting  
<https://go.copilot.claril.com/zoom/96630500063/s/kttEEe4I>

One tap mobile  
+13017158592,,96630500063# US (Washington DC)  
+13126266799,,96630500063# US (Chicago)

Dial by your location  
+1 301 715 8592 US (Washington DC)  
+1 312 626 6799 US (Chicago)  
+1 646 876 9923 US (New York)  
+1 646 931 3860 US  
+1 305 224 1968 US

+1 309 205 3325 US  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)  
+1 360 209 5623 US  
+1 386 347 5053 US  
+1 408 638 0968 US (San Jose)  
+1 507 473 4847 US  
+1 564 217 2000 US  
+1 669 444 9171 US  
+1 669 900 6833 US (San Jose)  
+1 689 278 1000 US  
+1 719 359 4580 US  
+1 253 205 0468 US  
833 548 0282 US Toll-free  
833 928 4608 US Toll-free  
833 928 4609 US Toll-free  
833 928 4610 US Toll-free  
877 853 5257 US Toll-free  
888 475 4499 US Toll-free  
833 548 0276 US Toll-free  
Meeting ID: 966 3050 0063

Find your local number: <https://instructure.zoom.us/j/96630500063>

---

## When

Thursday Sep 26, 2024 · 2pm – 2:45pm (Eastern Time - New York)

**CHANGED** Location

<https://go.copilot.clari.com/zoom/96630500063/s/kttEEe4L>

View map

<https://instructure.zoom.us/j/96630500063>

## Guests

Yvette Harris - organizer

Tyler Isbell

whitewe@scsk12.org

jordanmw@scsk12.org

lucketttl@scsk12.org

chandlerkr@scsk12.org

riedelbw@scsk12.org

Tammie Williams

vuosoeb@scsk12.org

addisonrd@scsk12.org

harrisonjr@scsk12.org

crossjd@scsk12.org

maplesa@scsk12.org

kineran@scsk12.org

richardsoncr@scsk12.org

jonesr1@scsk12.org

[View all guest info](#)

**Reply for whitewe@scsk12.org**

Maybe

No

Yes

[More options](#)

You are receiving this email because you are an attendee on the event. To stop receiving future updates for this event, decline this event.

Forwarding this invitation could allow any recipient to send a response to the organizer, be added to the guest list, invite others regardless of their own invitation status, or modify your RSVP. [Learn more](#)

# **Appendix Twenty-One**

---

## **WILLIAM E WHITE**

---

**From:** MONICA JORDAN  
**Sent:** Thursday, September 26, 2024 10:25 AM  
**To:** GWENDOLYN S JOHNSON; WILLIAM E WHITE; LAQUEEYA BRAXTON; MARY L MORRISBRIGHT; TITO LANGSTON; JUSTIN L BAILEY  
**Cc:** ANTOINE SHERMAN  
**Subject:** Re: Instructure Meeting for Tomorrow

Greetings, all,

The Supe approved signing a no-cost agreement for Mastery Connect. She also stated that schools could continue to purchase their own formative assessment tools under \$25,000 since going over would trigger a different approval process.

Thank you,  
Monica



**Learn. Lead. Leave a Legacy!**

Monica W. Jordan  
Program Director  
160 S. Hollywood St. | Memphis, TN | 38112  
Education Services, Room 260  
Main Phone: 901-416-5800 | Direct Phone: 901-416-0221  
Email: jordanmw@scsk12.org

---

**From:** MONICA JORDAN <JORDANMW@scsk12.org>  
**Sent:** Thursday, September 26, 2024 10:13 AM  
**To:** GWENDOLYN S JOHNSON <JOHNSONGS@scsk12.org>; WILLIAM E WHITE <WHITEWE@scsk12.org>; LAQUEEYA BRAXTON <BRAXTONL@scsk12.org>; MARY L MORRISBRIGHT <MORRISBRIGHTML@scsk12.org>  
**Cc:** ANTOINE SHERMAN <SHERMANA@scsk12.org>  
**Subject:** Re: Instructure Meeting for Tomorrow

Hi all,

Please see the responses from the Supe:

Thank you,  
Monica





**Learn. Lead. Leave a Legacy!**

Monica W. Jordan  
Program Director  
160 S. Hollywood St. | Memphis, TN | 38112  
Education Services, Room 260  
Main Phone: 901-416-5800 | Direct Phone: 901-416-0221  
Email: jordanmw@scsk12.org

---

**From:** GWENDOLYN S JOHNSON <JOHNSONGS@scsk12.org>

**Sent:** Wednesday, September 25, 2024 5:45 PM

**To:** MONICA JORDAN <JORDANMW@scsk12.org>

**Cc:** MARY L MORRISBRIGHT <MORRISBRIGHTML@scsk12.org>; ANTOINE SHERMAN <SHERMANA@scsk12.org>;  
LAQUEEYA BRAXTON <BRAXTONL@scsk12.org>

**Subject:** Instructure Meeting for Tomorrow

Hi Monica,

After reviewing the invite for tomorrow for formative assessment services, it is a welcome and kick off meeting organized by Instructure. As a Procurement representative, I will not be able to attend the meeting because Instructure does not have an executive contract with us yet, as well as the intent to award notification was not submitted to all vendors.

I learned today that when LaQueeya entered the contract request for Legal's preparation and execution, she was informed by Legal to hold-off until they circled back; therefore, Procurement did not send the notification of the intent to award to all vendors.

Per the meeting today, Antoine indicated that it was not the directions of the Superintendent to proceed with only one vendor for formative assessment. If senior leaders are moving forward with Instructure, please let Legal and Procurement know because we need to move forward with award finalization requirements. The services are at no cost to MSCS, and there may be a donation approval process since the services is valued at approximately \$1M.

Thanks!

Gwen



**Learn. Lead. Leave a Legacy!**

Gwendolyn Johnson | Director  
Memphis-Shelby County Schools | Procurement Services  
160 S. Hollywood Street | Room C-126 | Memphis, TN 38112  
Office: (901) 416-5376 | Direct: (901) 416-3950 | [johnsongs@scsk12.org](mailto:johnsongs@scsk12.org)