

## INTERLOCAL AGREEMENT FOR STUDENT ENROLLMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by the Germantown Municipal School District, ("GMSD") and the Collierville Municipal School District, ("CMSD") (hereinafter collectively referred to as the "Parties").

**WHEREAS**, GMSD and CMSD are empowered by Tenn. Code Ann. § 7-51-908 to contract for matters concerning education; and

**WHEREAS**, GMSD and CMSD are empowered by § 49-6-3104 to enter into agreements for the admission or transfer of students from one school system to another;

**WHEREAS**, the Parties were created pursuant to Tenn. Code Ann. § 49-2-127 and § 49-2-201, *et seq.*; and

**WHEREAS**, the Parties intend to commence operation of municipal schools beginning with the 2014-15 school year and each year thereafter; and

**WHEREAS**, the Parties have determined that it is in the best interest of the school aged children residing within their respective corporate limits to offer the opportunity to certain students to continue in the schools to which they are assigned for the 2013-14 school year for the duration of this Agreement.

**NOW THEREFORE**, In consideration of these premises and the mutual covenants herein contained, GMSD and CMSD, agree as follows.

1. **PURPOSE.** This Agreement is for the purpose of establishing a process by which certain students who reside (and continue to reside) within the corporate limits of the Town of Collierville (hereinafter, "Collierville Students") and who are currently enrolled in Houston Middle School or Houston High School for the 2013-14 school year can be assured continued attendance at those schools that will be operated by GMSD for the duration of this Agreement.
2. **EFFECTIVE DATE.** This Agreement shall not be binding upon the Parties until it has been properly approved by the governing boards of the respective parties and has been signed by the authorized representatives of the Parties. When it has been so approved and signed, this Agreement shall be effective as of July 1, 2014.
3. **TERM.** The Term of this Agreement shall be for a three year period, commencing on the effective date and ending June 30, 2017.
4. **CONSIDERATION.** For and in consideration of the covenants and conditions contained herein, the sufficiency of which is hereby acknowledged by both parties:
  - a. CMSD will provide GMSD's student transportation vendor use of the school bus lot and fueling facility, located at 550 Caruthers Street, Collierville, TN 38017, at no charge to GMSD. GMSD (or its vendor) will reimburse CMSD (or its vendor) for all applicable fuel costs monthly.

- b. To offset the actual cost of educational services provided by GMSD, CMSD will pay GMSD a per student fee in the amount of \$100.00 per school year for each student who attends a GMSD school pursuant to this Agreement. Such fee shall be for the purpose of ensuring that GMSD will enroll and provide educational services to all Collierville Students who are eligible, pursuant to this Agreement, to continue their education at the GMSD school that they currently attend, and who elect to do so pursuant to conditions outlined herein. Payment by CMSD to GMSD shall be made within 45 calendar days after the final annual enrollment calculations are completed and verified for each school year, but in any event, no later than September 15th after that year's enrollment is verified.
5. **SCOPE OF AGREEMENT.** For the 2014-15 school year, this Agreement will encompass Collierville Students in grades 7, 8, 10, 11, and 12 at Houston Middle School and Houston High School. For the 2015-16 and 2016-17 school years, Collierville Students who attend a GMSD school pursuant to this Agreement shall be allowed to continue at such GMSD school for the duration of this Agreement (through the 2016-17 school year). Notwithstanding anything herein, no Collierville Student shall be guaranteed enrollment in GMSD under this Agreement beyond the 2016-17 school year. In addition, this Agreement only applies to those students who continue to reside in Collierville for the duration of this Agreement.
6. **EDUCATIONAL SERVICES.** The Parties hereby agree that GMSD will enroll and provide educational services to, and will ensure that space is available to accommodate, certain Collierville Students during the term of this Agreement as follows:
  - a. High School
    1. Collierville Students enrolled for the 2013-14 school year in the 8th grade at Collierville Middle School, Schilling Farms Middle School, or Houston Middle School shall be zoned to Collierville High School for the 2014-15 school year.
    2. Collierville Students enrolled for the 2013-14 school year in the 9th, 10th, or 11th grade at Houston High School may remain at Houston High School through their graduation date or term of this Agreement, whichever is earlier, provided that they submit the GMSD Student Enrollment Form to GMSD no later than April 11, 2014. For all such students, GMSD will provide transportation according to GMSD policies and procedures.
    3. Collierville Students not otherwise falling within the aforementioned categories who wish to attend Houston High School must apply under GMSD's Non-Resident Transfer policy.
  - b. Middle School
    1. Collierville Students enrolled for the 2013-14 school year in the 6th or 7th grade at Houston Middle School may remain at Houston Middle School through their exit grades or the term of this Agreement, whichever is

earlier, provided that they submit the GMSD Student Enrollment Form to GMSD no later than April 11, 2014. For all such students, GMSD will provide transportation according to GMSD policies and procedures.

2. Collierville Students not otherwise falling within the aforementioned categories who wish to attend Houston Middle School must apply under GMSD's Non-Resident Transfer policy.

c. Elementary School

1. Collierville Students enrolled for the 2013-14 school year in the 5th grade at Dogwood Elementary School or Farmington Elementary School shall be assigned to Schilling Farms Middle School for the 2014-15 school year.
2. All other Collierville Students in elementary grades shall be zoned to the CMSD school assigned to their address.

d. New Collierville Students shall be zoned to the CMSD school assigned to their address. For purposes of this agreement, new Collierville Students shall include:

1. Students who become residents of the Town of Collierville after the effective date of this agreement; or
2. Students who, though already residents of the Town of Collierville as of the effective date of this agreement, are not currently enrolled in any CMSD or GMSD school for the 2013-14 school year.

7. **TRANSPORTATION.** GMSD will provide transportation only to those students covered by Sections 6.a.2. and 6.b.1. above who submit a GMSD Student Enrollment Form to GMSD no later than April 11, 2014. Such transportation shall be provided according to GMSD policies and procedures. For all other Collierville Students, CMSD will provide transportation. In no event shall GMSD provide transportation to students not enrolled in GMSD.

8. **FUNDING.** GMSD, by providing Educational Services to the Collierville Students as described herein, shall receive all federal, state and county school operational funding directly as allowed by federal, state, or county law/ordinance for each Collierville Student enrolled pursuant to this Agreement.

9. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement is intended to be construed, nor shall it be deemed to create, any right or remedy for the benefit of any third party.

10. **CONFLICT.** The Parties mutually covenant with each other that best efforts will be used at all times to provide timely notice of any and all potential conflicts that may affect the performance of this Agreement. Whenever any dispute arises under this Agreement which is not resolved by routine meetings or communications, the Parties agree to seek

resolution of such dispute in good faith by participation in non-binding mediation as soon as feasible.


11. **LEGAL COMPLIANCE.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the educational services contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such services.
12. **SCOPE.** This writing is intended to incorporate the entire agreement of the Parties relating to the subject matter hereof. There are no prior or contemporaneous agreements, written or oral, which relate to the subject matter hereof, or which modify any of the terms of this writing. This writing supersedes all prior negotiations or agreements. This Agreement may not be amended, modified or changed in any respect except in writing signed by both parties and approved by the respective governing boards of both parties.
13. **SEVERABILITY.** The provisions of this Agreement are severable. If an article, sentence, clause or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this Agreement.
14. **AUTHORIZATION.** This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with applicable laws. The individuals signing below are authorized to do so by the respective Parties to this Agreement.
15. **DESIGNATED REPRESENTATIVES.** To implement this Agreement, each Party's Superintendent shall be designated as that Party's representative with regard to all matters pertaining to the implementation of this Agreement.
16. **NOTICE.** All notices required under this Agreement shall not be effective unless in writing and sent by certified mail to the following:
  - a. Notices to CMSD shall be sent to:

Collierville Schools  
500 Poplar View Parkway  
Collierville, TN 38017  
Attn: Superintendent's Office
  - b. Notices to GMSD shall be sent to:

Germantown Municipal Schools  
6685 Poplar Ave., Suite 202  
Germantown, TN 38138  
Attn: Superintendent's Office

IN WITNESS WHEREOF, the Parties have executed this agreement as of the day and year first above written.

**Germantown Board of Education**


  
\_\_\_\_\_

Lisa Parker, Chairman

  
\_\_\_\_\_

Jason Manual, Superintendent

APPROVED AS TO FORM:

  
\_\_\_\_\_

Board Attorney

**Collierville Board of Education**

\_\_\_\_\_  
Mark Hansen, Chairman

\_\_\_\_\_  
John Aitken, Superintendent

APPROVED AS TO FORM:

\_\_\_\_\_  
Board Attorney



# COLLIERVILLE SCHOOLS

SCHOLARSHIP · INTEGRITY · SERVICE

Mark Hansen  
*Board Chairman*

Kevin Vaughan  
*Board Member*

Wanda Chism  
*Board Member*

Cathy Messerly  
*Board Member*

Wright Cox  
*Board Member*

John S. Aitken  
*Superintendent of Schools*

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## COLLIERVILLE SCHOOLS RESOLUTION 2014 A RESOLUTION CONCERNING AUTHORIZATION TO PURCHASE STUDENT MANAGEMENT SOFTWARE

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- WHEREAS, NCS Pearson, Inc. is an established vendor in providing student management software solutions to Local Education Agencies; and
- WHEREAS NCS Pearson, Inc. is the current provider for Shelby County Schools for its student management software solutions; and
- WHEREAS, NCS Pearson, Inc. has been the preferred vendor for student management software solutions for Shelby County Schools for the last eight (8) years; and
- WHEREAS, NCS Pearson, Inc. and its PowerSchool software solution have been successfully used by Collierville parents and school employees; and
- WHEREAS, PowerSchool has the capability of performing all necessary functions as they relate to student data management; and
- WHEREAS, NCS Pearson, Inc. is an approved vendor through the government of the State of Tennessee; and
- WHEREAS, Collierville Schools Board Policy 2.806 and TCA 12-3-1201 provide for the purchase of services under the same terms of a competitive bid issued by any Tennessee LEA or another local government unit:

NOW THEREFORE, BE IT RESOLVED by the Board of Education of Collierville Schools, Collierville, Tennessee that the Superintendent be authorized to enter into a contract with NCS Pearson, Inc. for the purchase of PowerSchool, a student management software solution.

PASSED AND ADOPTED by the Board of Education of Collierville Schools, Collierville, Tennessee on this 21st day of March, 2014.

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Mark Hansen, *Board Chairman*

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John S. Aitken, *Superintendent*



**CONTRACT**

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

<b>Begin Date</b> November 1, 2013	<b>End Date</b> October 31, 2016	<b>Agency Tracking #</b> 33111-00414	<b>Edison Record ID</b> 39620		
<b>Contractor Legal Entity Name</b> NCS Pearson, Inc.			<b>Edison Vendor ID</b> 0000000593		
<b>Service Caption (one line only)</b> Student Information System Solution					
<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		<b>CFDA #</b> N/A			
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2014	\$4,731,649.84	\$0.00	\$0.00	\$0.00	\$4,731,649.84
2015	\$8,111,399.73	\$0.00	\$0.00	\$0.00	\$8,111,399.73
2016	\$8,111,399.72	\$0.00	\$0.00	\$0.00	\$8,111,399.72
2017	\$3,379,749.89	\$0.00	\$0.00	\$0.00	\$3,379,749.89
<b>TOTAL:</b>	<b>\$24,334,199.18</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>24,334,199.18</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Ownership/Control</b>					
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:					
<b>Selection Method &amp; Process Summary</b> (mark the correct response to confirm the associated summary)					
<input checked="" type="checkbox"/> RFQ		The procurement process was completed in accordance with the approved RFP document and associated regulations.			
<input type="checkbox"/> Competitive Negotiation		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.			
<input type="checkbox"/> Other		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."			
<b>Budget Officer Confirmation:</b> There is a balance in 331.11 Program 281000 to fund the SEA portion of the contract (i.e. \$2.55 per student), LEAs will purchase from this contract (as a Master Agreement) for their portion of the SIS expenditure. The current, state master contract with NCS Pearson expires in 2014 without renewal.					
<b>Speed Chart</b> ED00000458		<b>Account Code</b> 84510000			



January 6, 2014

**NCS PEARSON  
LEGAL DEPARTMENT**

3075 West Ray Road, Suite 200  
Chandler, AZ 85226

T: (480) 457-7770

F: (480) 457-7610

E: robert.mignanelli@pearson.com

www.pearson.com

**RE: Sole Source Letter**

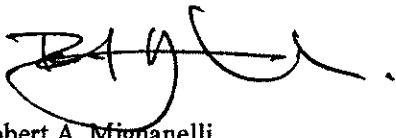
TO WHOM IT MAY CONCERN:

The purpose of this letter is to inform you that NCS Pearson, Inc. and its affiliate companies (collectively, "Pearson") are the sole source for the PowerSchool product.

The PowerSchool product, for use by your school, district, or other organization, is available only from Pearson.

If you have any questions or concerns, please feel free to contact me at (480) 457-7770.

Sincerely,



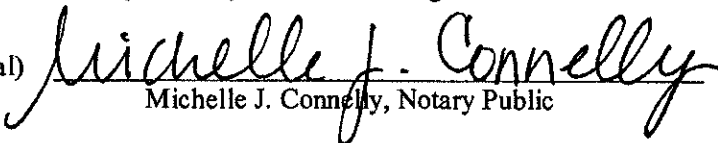
Robert A. Mignanelli  
Vice President & Assistant General Counsel

State of Arizona)

County of Maricopa)

On this 6th day of January, 2014 before me personally appeared Robert A. Mignanelli,

whom I know personally, and acknowledged that he executed the same.

(seal)   
Michelle J. Connelly, Notary Public





**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF EDUCATION  
AND  
NCS PEARSON, INC.**

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and NCS Pearson, Inc., hereinafter referred to as the "Contractor," is for the provision of Student Information System Solution, as further defined in the "SCOPE OF SERVICES."

The Contractor is For-Profit Corporation  
Contractor Place of Incorporation or Organization: Bloomington, MN  
Contractor Edison Registration ID # 0000000593

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall provide a third-party software solution to provide local education agencies (LEAs) with a student management software package to maximize utilization of student data and information. This software solution will be targeted to the LEAs. It must be available for adoption by 137 LEAs, four (4) state special schools, and any new LEAs that may be created.
- a. The system functionality must support online student data and analysis.
  - b. The system must have capability for recording student data and information required by federal and state rules, regulations, and laws including but not limited to the following:
    - (1) Attendance data
    - (2) LEA and school calendars
    - (3) Student demographics
    - (4) Student enrollment, transfer and withdrawal information
    - (5) Master Scheduling
    - (6) Grades
    - (7) Graduation Requirements
    - (8) Testing and assessment data
    - (9) Discipline
    - (10) Transportation
    - (11) Health
    - (12) Exceptional Student Education (ESE)
    - (13) Language Services
    - (14) Faculty and staff
    - (15) Special Services
    - (16) Counseling
    - (17) Adult and community education
    - (18) Student activity fund and other fees
    - (19) Standard and ad-hoc reporting
- A.3. The Contractor shall provide a system that is available in a web-delivery model where all solution support is delivered by the Contractor.
- A.4. The Contractor shall provide all necessary software components and licensing for deployment and implementation of the solution including, but not limited to, database or application server licensing, etc.
- A.5. The Contractor shall provide a solution that may be accessed by users via any major commercially available web browsers on any basic configuration PC or Mac computer.
- A.6. The Contractor shall provide a solution with the ability to integrate or interface with the State's ERP system(s) and other common systems needed in the process of gathering student data.