

Memorandum of Understanding

This memorandum states the parties' proposed settlement of this case, No. 11-2101 in the United States District Court for the Western District of Tennessee. It is intended to memorialize the parties' tentative agreement and has no binding legal effect. The understanding is limited to the parties who have signed this memorandum. The tentative agreement is as follows:

1. The parties adopt and agree to abide by the Court's order of August 8, 2011.
2. Effective October 1, 2011, the Memphis and Shelby County school systems will be governed by the Shelby County Board of Education, which shall consist of twenty-three (23) members. Nine (9) of the members will be present members of the Memphis City Board of Education. Seven (7) of the members will be present members of the Shelby County Board of Education. The sixteen members from the Memphis and Shelby County Boards shall serve until September 1, 2013. The remaining seven (7) members will be appointed by the Shelby County Commission. They shall be subject to election at the regularly scheduled county-wide election in August 2012 and shall serve staggered terms as determined by the County Commission.
3. Each of the seven (7) appointed members will be a resident of and represent a separate district in Shelby County. The Shelby County Commission shall determine the boundaries of the seven districts based on the 2010 United States Census, ensuring that the districts are of substantially equal population. The seven districts submitted by the Shelby County Commission are acceptable to the parties. The Shelby County Commission shall have the option of enlarging the Shelby County Board of Education and redistricting it so that the Board shall consist of not more than 13 members. No such enlargement or redistricting shall take effect before September 1, 2013.
4. The twenty-three (23) member Shelby County Board of Education will be responsible for adopting a transition plan, making all transition decisions, operating the two separate school systems, and providing information to the Commissioner of Education. The chairs of the existing Shelby County Board of Education and the Memphis City Board of Education shall each appoint 5 members of the transition planning commission, and each existing chair shall serve as an ex officio member of the commission.
5. The twenty-three (23) member Shelby County Board of Education shall elect its own officers and otherwise provide for its affairs.
6. On September 1, 2013, the terms of the 16 members of the Shelby County Board of Education who formerly served on the Memphis and Shelby County Boards will expire. Any vacancies in positions on the combined Shelby County Board of Education before that date shall be filled by the Shelby County Commission.
7. The Memphis and Shelby County school systems shall remain separate school systems until they are combined at the start of the school year in 2013. There shall be no change

in the financing of the two school systems pending the combination of the systems at the start of the school year in 2013.

8. Effective September 1, 2013, the seven (7) members elected in August 2012 will constitute the Shelby County Board of Education and govern the combined school system. Present members of the Shelby County Board of Education and Memphis City Board of Education shall be eligible for appointment or election to one (1) of the seven (7) positions appointed by the Shelby County Commission and subject to election in 2012.
9. When the proposed settlement is approved by the respective parties, the settlement shall be incorporated into a consent decree. The United States District Court for the Western District of Tennessee shall retain jurisdiction to enforce the consent decree. The United States District Court for the Western District of Tennessee shall appoint a special master to assist in implementing the consent decree and to resolve disputes among the parties as to any aspect of the transition to a combined school system or the operation of the separate school systems. The Court will decide the special master's compensation, which shall be paid one-half by the Memphis City Schools and one-half by the Shelby County Schools. The special master's function and the Court's supervision shall end on September 1, 2013.
10. This memorandum may be signed in multiple counterparts, each of which shall be an original.

THE BOARD OF EDUCATION OF
SHELBY COUNTY, TENNESSEE

By: _____

Chair

THE MEMPHIS CITY COUNCIL

By: _____

THE BOARD OF COUNTY COMMISSIONERS
OF SHELBY COUNTY, TENNESSEE

By: _____

DAVID PICKLER

DR. SNOWDEN CARRUTHERS

THE MEMPHIS CITY BOARD OF
EDUCATION

By: _____

Chair

THE CITY OF MEMPHIS

By: _____

THE MEMPHIS EDUCATION
ASSOCIATION

By: _____

KEITH O. WILLIAMS

By: _____

KARL THOMAS EMENS

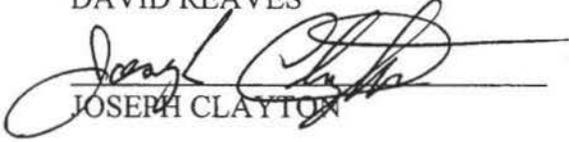
By: _____



MICHAEL WISSMAN



DAVID REAVES



JOSEPH CLAYTON