



AGENDA

METROPOLITAN BOARD OF PUBLIC EDUCATION

2601 Bransford Avenue, Nashville, TN 37204

Regular Meeting – August 11, 2020 – 5:00 p.m.

Amy Frogge, Chair

I. CONVENE and ACTION

- A. Call to Order
- B. Establish Quorum

II. GOVERNANCE ISSUES- OUR ORGANIZATION

- A. Actions
 - 1. Consent
 - a. Approval of Minutes – 05/26/20 – Regular Meeting
 - b. Recommended Revision to the Previously Approved Memorandum of Understanding (MOU) between MNPS and Belmont University
 - c. Awarding of Purchases and Contracts
 - 1. Apple Inc.
 - 2. AssetGenie, Inc.
 - 3. Attainment Company, Inc.
 - 4. Best One Tire of Nashville
 - 5. Binkley Garcia Architecture
 - 6. CDW-G (2 Contracts)
 - 7. Communities in Schools of Tennessee
 - 8. Cumberland International
 - 9. Curriculum Associates, LLC
 - 10. Education, Training, and Research dba ETR Associates
 - 11. GHA Technologies, Inc.
 - 12. Grainger Industrial Supply
 - 13. Lexia Learning Systems LLC
 - 14. McCarthy Jones & Woodard LLC
 - 15. MID TENN Ford Trucks
 - 16. Mid TN Constructors, Inc.
 - 17. Music Sales Digital Services dba MusicFirst
 - 18. n2y LLC
 - 19. Newsela
 - 20. Personal Computer Systems Inc. (2 contracts)
 - 21. Pitney Bowes Global Financial Services LLC
 - 22. Rush Truck Center of Nashville
 - 23. Snider Fleet Solutions

Metropolitan Board of Public Education

Agenda

August 11, 2020

24. STAR Autism Support, Inc.
 25. Turnitin, LLC
 26. Upper Edge Technologies
 27. Voyager Sopris Learning, Inc.
- d. Board Policy 6.200 - Attendance
 - e. Board Policy 3.210 - Naming of Facilities

DIRECTOR'S REPORT

- A. Opening of Schools Update

WRITTEN INFORMATION TO THE BOARD

- A. Sales Tax Collections as of July 20, 2020

ANNOUNCEMENTS

ADJOURNMENT

METROPOLITAN NASHVILLE PUBLIC SCHOOL BOARD MEETING –
May 26, 2020 - *This meeting was held virtually in accordance with Governor Bill Lee’s Executive Order #16 that allows Local Governments to hold public meeting electronically to the COVID-19 health crisis.*

Members Present: Anna Shepherd, chair, Freda Player-Peters, Fran Bush, Gini Pupo-Walker, Rachael Anne Elrod, Christiane Buggs, Amy Frogge vice-chair, Jill Speering and Sharon Gentry

Meeting called to order: 5:00 p.m.

CONVENE AND ACTION

- A. Call to Order
Anna Shepherd called the meeting to order.

GOVERNANCE ISSUES

- A. 1. Consent
 - a. **Approval of Minutes – 04/14/20 – Regular Meeting**
 - b. **Recommended Approval of Request #2 for Large Scope Projects at Various Schools (Meigs Magnet Middle School) – Orion Building Corporation**
 - c. **Recommended Approval of Supplement #3 for New Hillwood High School – Hastings Architectural Associates, LLC.**
 - d. **Recommended Award of Contract for Julia Green Elementary School PTO Walking Track – MID TN Constructors, Inc.**

- e. **Awarding of Purchases and Contracts**
 - 1. **Assessment Technologies Institute, LLC**
 - 2. **CareerSafe, LLC**
 - 3. **Collier Roofing Co., Inc.**
 - 4. **D & J Enterprise LLC**
 - 5. **Porter Roofing Contractors, Inc.**
 - 6. **University Instructors, Inc.**
 - 7. **YMCA of Middle Tennessee**
- f. **Central Office Reorganization Plan**

Motion to approve consent agenda

By Amy Frogge, seconded Sharon Gentry

Motion Passes

Vote: 8-0 (Fran Bush not present at vote)

DIRECTOR'S REPORT

- A. End of School Year Report - Dr. Battle and staff presented the report to the Board.

COMMITTEE REPORT

- A. Jill Speering gave a brief Teaching and Learning Committee Report.
- B. Amy Frogge gave a brief CLASS report.

ADJOURNMENT

- A. Sharon Gentry announced the upcoming Principal Selection Process virtual meetings for District One.
- B. Jill Speering congratulated the Blue Ribbon Teachers at Hunter Lane High School.
- C. Christiane Buggs offered condolences to the family of Tia Hale, who was a volunteer and supporter of MNPS.
- D. Gini Pupo Walker congratulated Hillsboro High School on their drive-thru graduation.
- E. Freda Player congratulated Glenclyff High School on their drive thru graduation.
- F. Amy Frogge congratulated Hillwood High School on their drive thru graduation and the Blue Ribbon Teachers in District 9.

Ms. Shepherd adjourned the meeting at 6:15 p.m.



Chris M. Henson
Board Secretary

Anna Shepherd
Board Chair

Date

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. RECOMMENDED REVISION TO THE PREVIOUSLY APPROVED MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MNPS AND BELMONT UNIVERSITY

It is requested that the Board of Education approve a revision to the existing MOU between MNPS and Belmont for the construction of an indoor batting and locker/training facility with associated site improvements to more accurately reflect the intentions of the parties for Belmont to construct, maintain, and use the facilities.

It is recommended that this MOU be approved.

Legality approved by Metro Department of Law.

FUNDING: N/A

DATE: August 11, 2020

Lease Agreement and Memorandum of Understanding

This Lease Agreement and Memorandum of Understanding (“MOU”) by and between The Metropolitan Government of Nashville and Davidson County through the Metropolitan Board of Public Schools (“Metro” or “MNPS”) and Belmont University (“Belmont”) is intended to outline the agreement of the parties as it relates to Rose Park Middle School and the construction and use of an indoor batting and locker/training facility (the “Improvements”).

- 1. Grant of Temporary Construction Right of Access.** MNPS grants to Belmont a temporary construction right of access adjacent to Rose Park Magnet Math and Science Middle School (the “Property”) as depicted in the survey and site plan and as described in the property description, each of which is attached to this Agreement as collective Exhibit A. The purpose of the temporary access shall be for the construction of the Improvements. Metro shall grant for the benefit of Belmont, MNPS, and the community such utility easements and temporary construction easements as reasonably necessary to construct and utilize the Improvements or for any subsequent alterations or additions to the Improvements approved by MNPS.
- 2. Design and Construction.** The design and construction of the Improvements shall be fully funded by Belmont and accepted by MNPS. No construction may begin without the written approval of the plans for the Improvements by MNPS. Once such plans are approved, Belmont shall promptly begin and diligently pursue the Improvements to completion. No material changes to the plans shall be made without the written approval of MNPS. In addition, Belmont shall be responsible for securing all necessary licenses, permits, and approvals required to authorize construction of the Improvements. MNPS shall assist in these efforts as appropriate.
- 3. Improvements.** The Improvements shall include but may not be limited to an indoor batting and locker/training facility with associated site improvements including a new driveway and parking spaces as depicted on Exhibit A. Belmont warrants that all of the completed Improvements will fully comply with all Metropolitan Nashville Public Schools and Metropolitan Government of Nashville and Davidson County regulations, building and other applicable codes, rules, laws, ordinances and regulations, including, without limitation, the Americans With Disabilities Act.
- 4. Use of Facility.** In consideration of the obligations assumed hereunder, Metro, by and through the Metropolitan Board of Education, hereby authorizes Belmont to have, hold, and use those portions of the Property on which Improvements are located for the contemplated use as set forth in this MOU. In connection therewith, Metro hereby further grants Belmont the right to nonexclusive ingress and egress by Belmont (or its contractors) through any portion of the Property for the purpose of taking any action necessary or convenient for construction, maintenance, repair, or alteration of the Improvements or as necessary for the enjoyment of the Improvements. No part of the Property or Improvements shall be used to secure any obligation of Belmont or Metro. In the event any lien of any kind shall be filed or asserted against the Property or Improvements as a result of the actions or inactions of Belmont, Belmont shall promptly cause an appropriate bond to be filed and said lien transferred to the bond.

5. **Activities and Scheduling.** Belmont's uses at the Improvements may include tryouts, training, practices, recruiting, administrative activities, and sports camps associated with its intercollegiate athletic programs in baseball, softball, and golf. MNPS activities shall include tryouts, training, practices, administrative activities and sports camps associated with their interscholastic and Edgehill-based community programs in golf, baseball and softball or other appropriate extended learning programs.

Belmont shall be responsible for scheduling the use of the Improvements by all parties and shall provide a building supervisor to provide scheduled access by MNPS to the Improvements. Any time there is not a previously scheduled Belmont use for the facility or portion of the facility, MNPS shall be allowed access to the unused portions of the facility. MNPS shall provide appropriate coaching supervision to the players participating on MNPS interscholastic teams and community programs in golf, baseball and softball while such players are using the Improvements. Belmont shall construct office space on first floor of the Improvements for the shared use by Belmont's building supervisor, MNPS and their partners. Notwithstanding any other provision of this memorandum, each week for the duration of the term, MNPS shall have reasonable opportunities and access to use the Improvements during daytime and evening hours.

Belmont's use shall be subject to the requirement that Belmont's use is scheduled at least six months in advance. MNPS sponsored uses shall be given equal priority in scheduling. If there is a scheduling conflict that does not involve an intercollegiate event, then MNPS shall be given priority if MNPS is scheduling more than six months in advance. Nothing in this provision shall prevent the parties from working together to adjust schedules as needed less than six months from the date of desired use to maximize the shared use of the Improvements.

Belmont warrants that its uses of the Property and Improvements shall comply in full with all MNPS policies of general applicability, as well as every applicable law, ordinance, statute, rule and regulation.

6. **Term and Termination.** Unless sooner terminated pursuant to this MOU, the Term shall expire on the thirtieth (30th) anniversary of the Commencement Date. Belmont has the option to extend the Term for two (2) additional ten (10) year periods, on the same terms and conditions set forth herein, subject to approval by MNPS and the Metro Council. Belmont's option to extend the Term shall be exercised by Belmont giving written notice of extension to MNPS at least one hundred eighty (180) days prior to the end of the Initial Term. If Belmont fails to timely exercise Belmont's option to extend the Term as provided herein, this Lease shall terminate at the end of the Initial Term and Belmont's right to thereafter extend the Term will be of no further force or effect. Either party may terminate this Agreement for its convenience prior to expiration upon written notice delivered to the non-terminating party. Termination as contemplated by this paragraph shall take effect on the first anniversary of delivery of the notice ("Termination Date"). If this MOU is terminated by MNPS prior to the thirtieth anniversary of the Commencement Date for any reason other than Belmont's uncured material breach of its obligations under this Agreement or failure to exercise the options to extend the lease, MNPS shall pay Belmont the fair market value of the Improvements. Such value shall be calculated based on two appraisals. MNPS and Belmont shall each select and compensate an

appraiser to perform appraisals of the Improvements. If these appraised values are more than 10% apart, a third appraiser shall be jointly hired to conduct the determinative appraisal. If Belmont terminates this MOU for its convenience, no payment shall be owed by MNPS to Belmont.

7. **Removal of Property upon Termination.** Upon termination of Belmont's use under this MOU, Belmont shall be entitled to remove its personal property and shall vacate the Improvements within sixty (60) calendar days. The Improvements shall at all times belong solely to Metro. Unless stated otherwise in this MOU, all personal property and fixtures obtained by Belmont for use on the Property will remain the property of Belmont; provided, however, that fixtures that cannot be removed without material damage to the Improvements shall remain on the Property and become the sole property of Metro, unless Belmont agrees to promptly repair any damage caused by the removal of such fixtures.
8. **Performance and Payment Bond.** Until such time as the Improvements are completed, Belmont shall provide or cause to be provided and maintained in full force and effect a performance bond and a labor and material payment bond in the full amount of the lump sum or guaranteed maximum price payable for the work under any contract issued or executed by Belmont for construction of the Improvements. Such bonds shall be in form and substance and issued by a corporate surety satisfactory to Metro. Each bond shall be in favor of Metro and shall conform in all respects to all requirements imposed by applicable law. Belmont shall pay all premiums for such bonds.
9. **Programming Space.** MNPS and Belmont shall work together to plan the use and programming of the Improvements.
10. **MNPS Extended Learning.** In addition to interscholastic MNPS teams, MNPS Extended Learning programs may utilize the facility at Rose Park. Belmont and MNPS shall work together to schedule times for Extended Learning opportunities and to allow scheduled time for Edgehill community baseball and softball programs.
11. **Annual Grant.** Belmont shall pay MNPS an annual grant of \$35,000, with a 3% escalator for inflation annually to support after school programs at the batting facility, Easley Center, Rose Park, Rose Park Middle School, or Carter Lawrence Elementary School. These payments shall be made annually on the anniversary of the Commencement Date. MNPS shall document annually how funds are used including the names of the school or community groups, number of children participating, hours of operation, and how the funding was allocated.
12. **Signage.** Belmont may place signage on the building in a location approved by MNPS. Such signage shall be reasonable in size and MNPS administration shall approve such signage, which approval shall not be unreasonably withheld.
13. **Maintenance and Repair.** Belmont shall keep the Improvements in good condition and repair throughout the term of this MOU. The maintenance and repair of the Improvements shall be the sole responsibility of Belmont. If damage is caused by a third party, its agents, employees, or guests, MNPS shall assist in recovery of funds to pay for the damage caused by such parties.
14. **Utilities and Janitorial.** Belmont shall bear the cost of utilities as well as janitorial services incurred in operating the Improvements. MNPS shall bear the cost of grounds maintenance with the exception of any decorative landscaping which shall be installed and maintained by Belmont.

15. **Insurance.** During the entire Term of this Agreement, Belmont shall provide and keep in force a policy of insurance covering builders risk and property damage at the full replacement value of the Improvements. Metro shall be named as an additional insured on the policy, which shall be issued by a corporation licensed to do business in Tennessee, financially sound and generally recognized, selected by Belmont and with the approval of Metro, not to be unreasonably withheld. Belmont shall maintain, and include Metro as an additional insured, throughout the term of this MOU, insurance of the types and in the amounts described below.
- a. Worker's Compensation Insurance as required by law and Employer's Liability Insurance with minimum limits of \$1,000,000.
 - b. General Liability Insurance with minimum limits of \$1,000,000 per occurrence.
16. **Indemnification.** Belmont agrees to be responsible for the conduct of its employees, agents, and students using the Improvements. Belmont agrees that if it uses the Rose Park Magnet Math and Science Middle School building, it will be used in accordance with the rules and regulations of MNPS. Belmont agrees to indemnify and hold harmless MNPS and the Metropolitan Government of Nashville and Davidson County from:
- a. Any claim, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from Belmont's use of the facility; and
 - b. Any claim, damages, penalties, costs and attorney fees arising from any failure of Belmont, its officers, employees, and/or agents, to observe applicable laws.

Belmont further acknowledges that MNPS and the Metropolitan Government of Nashville and Davidson County make no warranties about the safety, maintenance, or inspection of the site before, during or after construction of the Improvements.

17. **Good Faith Effort and Annual Report.** The parties hereto agree to work in good faith with each other to do all things necessary as it relates to this agreement.

MNPS and Belmont shall prepare an annual lease monitoring report to provide to the Metropolitan Parks Department (Metro Parks) to be included in the Metro Parks report related to the Rose Park lease agreement between Belmont and the Metro Parks dated November 5, 2007. The monitoring report shall provide information on:

- 1) construction of the facility;
- 2) use of minority and women owned businesses in the initial construction of the facility;
- 3) usage of the facility by MNPS and nonprofit organizations related to MNPS;
- 4) maintenance expenditures by Belmont;
- 5) grant payments and their usage by MNPS;
- 6) utility payments by Belmont;
- 7) and, general compliance with the terms of the lease by both parties, not included in items 1-6.

This report shall be provided annually to Metro Parks in the month of May.

18. **Relationship of Parties.** Nothing in this MOU is intended or shall be interpreted to create a joint venture or partnership between Metro/MNPS and Belmont or make Metro/MNPS the partner of Belmont or constitute either the agent of the other, or make either party in any way responsible for the debts, losses, duties, obligations, responsibilities or liabilities of the other party. Without limiting the generality of the foregoing, Metro and Belmont agree that in respect to use and occupancy of the Property and Improvements by Belmont pursuant to this MOU, Belmont shall be acting as facility user and independent contractor on Metro/MNPS's behalf. All financial obligations related to MNPS are contingent upon the availability of funds appropriated through the Metropolitan School Board's annual budget.

Legal Description

Beginning at a point along the southern boundary of the property described in Instrument Number DB-00003346-0000579 in the Register's office of Davidson County, Tennessee, said point also lying on the North Right-of-Way of Edgehill Avenue;

Thence, NORTH 13 DEGREES 40 MINUTES 24 SECONDS WEST, 53.65 Feet;

Thence, NORTH 13 DEGREES 2 MINUTES 25 SECONDS EAST, 247.54 Feet to a point along the western boundary of the same property;

Thence, SOUTH 87 DEGREES 16 MINUTES 12 SECONDS EAST, 69.88 Feet;

Thence, SOUTH 12 DEGREES 56 MINUTES 36 SECONDS WEST, 99.77 Feet;

Thence, SOUTH 77 DEGREES 27 MINUTES 40 SECONDS EAST, 65.63 Feet;

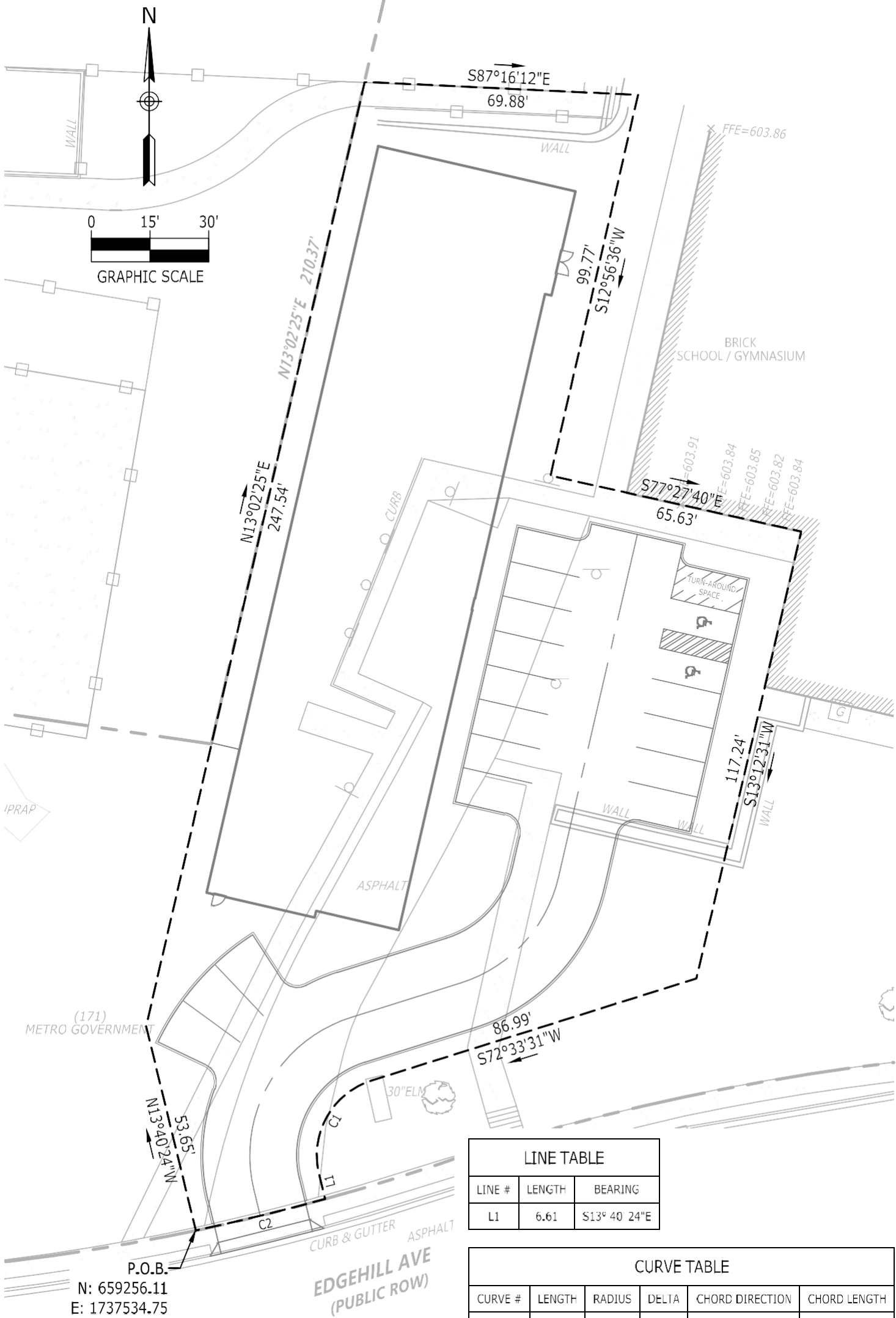
Thence, SOUTH 13 DEGREES 12 MINUTES 31 SECONDS WEST, 117.24 Feet;

Thence, SOUTH 72 DEGREES 33 MINUTES 31 SECONDS WEST, 86.99 Feet;

Thence, with a curve turning to the left with an arc length of 30.10 feet, with a radius of 20.00 feet, with a chord bearing of SOUTH 29 DEGREES 26 MINUTES 34 SECONDS WEST, with a chord length of 27.34 feet;

Thence, SOUTH 13 DEGREES 40 MINUTES 24 SECONDS EAST, 6.61 Feet to a point along the North Right- of-Way of Edgehill Avenue;

Thence, with a curve turning to the right with an arc length of 34.01 feet, with a radius of 542.96 feet, with a chord bearing of SOUTH 76 DEGREES 19 MINUTES 36 SECONDS, with a chord length of 34.00 feet, which is the point of beginning, having an area of 28,094 Square Feet.



LINE TABLE		
LINE #	LENGTH	BEARING
L1	6.61	S13° 40' 24"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	30.10	20.00	86.23	S29° 26' 34"W	27.34
C2	34.01	542.96	3.59	S76° 19' 36"W	34.00

5916 CENTENNIAL BLVD, SUITE 200, NASHVILLE, TN 37209
(615) 866-2410 | WWW.CATALYST-DG.COM

PROJECT:
Rose Park Batting Facility
 Nashville, TN

TITLE:
Easement Exhibit

PROJ #	20180089	DWG. NO.	EXH
DATE:	12/11/2018		

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(1) VENDOR: Apple Inc.

SERVICE/GOODS (SOW): Immediate purchase of sixty (60) 10.2-inch iPads with cases and three-year Apple Care.

SOURCING METHOD: State of Tennessee Sourcing Event 553

TERM: Immediate Purchase

FOR WHOM Teachers who are part of the PDAE Grant

COMPENSATION: Total compensation will not exceed \$ 30,477.

OVERSIGHT: Federal Programs

EVALUATION: Quality of products and timeliness delivery.

MBPE CONTRACT NUMBER: MNPS 7493110

SOURCE OF FUNDS: Federal – Professional Development for Arts Educators (PDAE) Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(2) VENDOR: AssetGenie, Inc.

SERVICE/GOODS (SOW): Amendment #1 to revise the Oracle contract number to 10249 and increase the total compensation by \$100,000 to reach a new not-to-exceed amount of \$200,000. Contractor to provide used and new replacement computer parts.

SOURCING METHOD: Amendment of a Previously Approved Board Contract

TERM: August 12, 2020 through November 27, 2023

FOR WHOM: MNPS teachers, staff, and students

COMPENSATION: Amendment #1 increases the total compensation by \$100,000.

Total compensation under this contract is not to exceed \$200,000.

OVERSIGHT: Technology & Information Services

EVALUATION: Timeliness of delivery and quality of products.

MBPE CONTRACT NUMBER: 10249 (previously 2-00762-00)

SOURCE OF FUNDS: Operating Budget, Federal CARES Act Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(3) VENDOR: Attainment Company, Inc.

SERVICE/GOODS (SOW): Contractor to provide Math Skills Builder and Teaching to Standards Math special education modified curriculum including all associated subscriptions/licenses, materials, and/or professional development training to any requesting MNPS school.

SOURCING METHOD: RFP 68153

TERM: August 12, 2020 through June 30, 2025

FOR WHOM: Exceptional Education students

COMPENSATION: Contractor shall be paid in accordance with Exhibit A pricing of the contract.

Total compensation under this contract is not to exceed \$200,000.

OVERSIGHT: Exceptional Education

EVALUATION: Quality of the products and trainings provided and effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 7499094

SOURCE OF FUNDS: Various School-Based Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(4) VENDOR: Best One Tire of Nashville

SERVICE/GOODS (SOW): IDIQ contract for purchase of bus and white fleet tires.

SOURCING METHOD: Metro Government RFP 1040668

TERM: August 15, 2020 through June 30, 2021

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$145,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Metro Government 441069

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(5) VENDOR: Binkley Garcia Architecture

SERVICE/GOODS (SOW): Design services for the new Goodlettsville Elementary School.

SOURCING METHOD: RFP 20-19

TERM: August 12, 2020 through project completion

FOR WHOM: Facility Planning & Construction

COMPENSATION: In accordance with Attachment A – Designer’s Hourly Rate Schedule.

Total compensation under this contract is not to exceed 1,012,680.

OVERSIGHT: Facility Planning & Construction

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7498155

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(6) VENDOR: CDW-G

SERVICE/GOODS (SOW): For the purchase of Nintex workflow and forms application to build business processes for all MNPS employees to work more efficiently. Using Nintex MNPS can manage, automate, and optimize processes. Nintex is in place to build business processes and applications that will be used by all departments and schools in the district. For the purchase of Aruba Networks Annual Software and Hardware Support.

SOURCING METHOD: Sourcewell Cooperative

TERM: September 30, 2020 through September 29, 2021

FOR WHOM: MNPS Students and Staff

COMPENSATION: For the Nintex Purchase \$52,980.27
For the Aruba Purchase \$290,000.00

Total compensation under this purchase will not exceed \$342,980.27.

OVERSIGHT: Technology & Information Services

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: Sourcewell # 08141-CDW

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(6) VENDOR: CDW-G

SERVICE/GOODS (SOW): For the immediate purchase of Securely Anywhere, a Cloud-Based Web Filtering Service.

SOURCING METHOD: Sourcewell Cooperative

TERM: 36 Months – 70,000 seats

FOR WHOM: MNPS Student Take-Home Computers

COMPENSATION: \$245,000

OVERSIGHT: Technology & Information Services

EVALUATION: Quality of internet filtering provided on student issued take-home computers and quality of vendor support.

MBPE CONTRACT NUMBER: Sourcewell # 08141-CDW

SOURCE OF FUNDS: Federal CARES Act Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(7) VENDOR: Communities in Schools of Tennessee

SERVICE/GOODS (SOW): Amendment #5 increases the not-to-exceed amount of the contract by \$759,000 and modifies the scope of work language for the 2020-21 school year. Contract is to further the partnership with Communities in Schools to address the needs of students living in poverty to ensure that they go to school every day focused on learning. Contractor will provide an annual comprehensive needs assessment and an annual school site plan. Additionally, the Contractor will provide ongoing individual case management for up to 10% of the student population, interventions for the entire school population, and small group services. Contractor will engage with the broader community to coordinate resources and services for students and families including basic clothing, access to housing, transportation, medical care, counseling, food, service learning, academic support, and other helpful activities. These services will be provided in both virtual and in-person settings to address the needs of students during the 2020-21 school year.

SOURCING METHOD: Amendment of a Previously Board Approved Contract

TERM: August 12, 2020 through June 30, 2021

FOR WHOM: Amqui Elementary School
Apollo Middle School
Bellevue Middle School
Bellshire Elementary Design Center
Cumberland Elementary School
Glengarry Elementary School
Goodlettsville Middle School
Ida B. Wells Elementary School
J.T. Moore Middle School
Paragon Mills Elementary School
Shwab Elementary School
Tom Joy Elementary School
Warner Arts Magnet Elementary School
Whites Creek High School

COMPENSATION: Amendment #5 increases the compensation by \$759,000.

Total compensation under this contract is not to exceed \$2,312,000.

OVERSIGHT: Federal Programs

EVALUATION: Quality of services provided and adherence to the scope of work requested.

MBPE CONTRACT NUMBER: 10135

SOURCE OF FUNDS: Federal Title I District Set-aside, Title I School-Level, and PTSO

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(8) VENDOR: Cumberland International

SERVICE/GOODS (SOW): IDIQ for the purchase of parts and service for buses.
Cumberland International PO's will be issued to FleetCharge, Cumberland International's third-party processing service.

SOURCING METHOD: Sole Source

TERM: August 12, 2020 through June 30, 2021

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$850,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: TBD

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(9) VENDOR: Curriculum Associates, LLC

SERVICE/GOODS (SOW): Amendment #2 increases the compensation by \$1,000,000 to reach a new total compensation of \$1,500,000. Contract is for the provision of i-Ready literacy and math intervention curriculum, including all associated subscriptions/licenses, materials, and/or professional development training.

SOURCING METHOD: Amendment of a Previously Approved Board Contract

TERM: August 12, 2020 through June 30, 2023

FOR WHOM: All MNPS schools

COMPENSATION: Amendment #2 increases the total compensation by \$1,000,000.

Total compensation under this contract is not to exceed \$1,500,000.

OVERSIGHT: Curriculum & Instruction and Exceptional Education

EVALUATION: Quality of the products and trainings provided and effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 10094

SOURCE OF FUNDS: Various Operating, Federal, or School-based Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(10) VENDOR: Education, Training, and Research dba ETR Associates

SERVICE/GOODS (SOW): Contractor to provide supplemental resource materials (i.e., teacher modules, student workbooks) to support instruction and outcomes in high school sexual health education in the specific areas of abstinence, personal and sexual health, healthy relationships, reducing the risks of HIV and STIs, and pregnancy prevention.

SOURCING METHOD: RFQ# 63184

TERM: August 12, 2020 through August 11, 2025

FOR WHOM: All MNPS High Schools

COMPENSATION: Contractor shall be paid in accordance with Exhibit A pricing.

Total compensation under this contract is not to exceed \$700,000.

OVERSIGHT: Support Services

EVALUATION: Based on the quality and effectiveness of materials provided.

MBPE CONTRACT NUMBER: 7498666

SOURCE OF FUNDS: Federal – CDC Grant Promoting Adolescent Health through School-Based HIV/STD Prevention and School-Based Surveillance

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(11) VENDOR: GHA Technologies, Inc.

SERVICE/GOODS (SOW): Amendment #1 to revise the Oracle contract number to 10155 and increase the total compensation by \$100,000 to reach a new not-to-exceed amount of \$250,000. Contractor to provide used and new replacement computer parts.

SOURCING METHOD: Amendment of a Previously Approved Board Contract

TERM: August 12, 2020 through November 27, 2023

FOR WHOM: MNPS teachers, staff, and students

COMPENSATION: Amendment #1 increases the total compensation by \$100,000.

Total compensation under this contract is not to exceed \$250,000.

OVERSIGHT: Technology & Information Services

EVALUATION: Timeliness of delivery and quality of products.

MBPE CONTRACT NUMBER: 10155 (previously 2-00763-00)

SOURCE OF FUNDS: Operating Budget, Federal CARES Act Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(12) VENDOR: Grainger Industrial Supply

SERVICE/GOODS (SOW): For the purchase of seven hundred (700) attached lid containers.

SOURCING METHOD: Sourcewell Cooperative

TERM: Immediate Purchase

FOR WHOM: For all MNPS Hands on Science students

COMPENSATION: Total compensation under this contract will not exceed \$30,815.

OVERSIGHT: Curriculum & Instruction - Hands on Science

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Sourcewell 121218-WWG

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(13) VENDOR: Lexia Learning Systems LLC

SERVICE/GOODS (SOW): Amendment #1 switches the contract number over to 10064 and increases the compensation by \$900,000 to reach a new total compensation of \$1,000,000. Contract is for the provision of Core5 literacy intervention curriculum, including all associated subscriptions/licenses, materials, and/or professional development training.

SOURCING METHOD: Amendment of a Previously Approved Board Contract

TERM: August 12, 2020 through February 29, 2024

FOR WHOM: All MNPS Schools

COMPENSATION: Amendment #1 increases the total compensation by \$900,000.

Total compensation under this contract is not to exceed \$1,000,000.

OVERSIGHT: Curriculum & Instruction and Exceptional Education

EVALUATION: Quality of the products and trainings provided and effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 10064 (previously 2-00576-02)

SOURCE OF FUNDS: Various Operating, Federal, or School-based Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(14) VENDOR: McCarthy Jones & Woodard LLC

SERVICE/GOODS (SOW): IDIQ contract for the provision of door hardware and equipment.

SOURCING METHOD: ITB 63171

TERM: August 12, 2020 through August 11, 2025

FOR WHOM: MNPS schools and facilities

COMPENSATION: In accordance with Exhibit A – Cost Spreadsheet.

Total compensation under this contract is not to exceed \$5,000,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: Quality and timeliness of goods and services provided.

MBPE CONTRACT NUMBER: 7497990

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(15) VENDOR: MID TENN Ford Truck Sales

SERVICE/GOODS (SOW): IDIQ for the purchase of parts and service for buses and white-fleet vehicles.

SOURCING METHOD: Metro Government RFP 1042659

TERM: August 12, 2020 through June 30, 2021

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$475,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 446430

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(16) VENDOR: Mid TN Constructors, Inc.

SERVICE/GOODS (SOW): Amendment #1 to increase the contract value by \$4,000 for a new contract value of \$198,911. Contract is for general construction for the Julia Green Elementary School PTO walking track.

SOURCING METHOD: Amendment of a Previously Approved Board Contract

TERM: August 12, 2020 through Project Completion

FOR WHOM: Julia Green Elementary School PTO

COMPENSATION: Total compensation under this contract is not to exceed \$198,911.

OVERSIGHT: Facility Planning & Construction

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7497927

SOURCE OF FUNDS: Julia Green Elementary School PTO

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(17) VENDOR: Music Sales Digital Services dba MusicFirst

SERVICE/GOODS (SOW): Amendment #1 extends the term of the contract from September 30, 2020 to September 30, 2024, adds Attachment C: Contractor's Pricing for 2020-2021, and increases the contract compensation by \$323,974.20 for a new not-to-exceed value of \$348,571.80. Contract is for the provision of Music First Ensemble Package to include licenses for: MusicFirst Classroom, O-Generator, PracticeFirst & Sight-Reading Factory.

SOURCING METHOD: Amendment of a Previously Board Approved Contract

TERM: August 12, 2020 through September 30, 2024

FOR WHOM: MNPS Students

COMPENSATION: Contractor shall be paid in accordance with Attachment C of the Contract for the 2020-2021 school year and with Contractor's Pricing for future applicable years by reference.

Total compensation under this contract is not to exceed \$348,571.80.

EVALUATION: Quality of the products provided and effectiveness of the products and classroom application.

MBPE CONTRACT NUMBER: 7486512

SOURCE OF FUNDS: Nashville Public Education Foundation

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(18) VENDOR: n2y LLC

SERVICE/GOODS (SOW): Contractor to provide Unique Learning System special education modified curriculum including all associated subscriptions/licenses, materials, and/or professional development training to any requesting MNPS school.

SOURCING METHOD: RFP 68153

TERM: August 12, 2020 through June 30, 2025

FOR WHOM: Exceptional Education students

COMPENSATION: Contractor shall be paid in accordance with Exhibit A pricing of the contract.

Total compensation under this contract is not to exceed \$750,000.

OVERSIGHT: Exceptional Education

EVALUATION: Quality of the products and trainings provided and effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 7499095

SOURCE OF FUNDS: Federal CARES Act Funds (years 1 & 2) and Operating Budget (years 3-5)

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(19) VENDOR: Newsela

SERVICE/GOODS (SOW): Provision of supplement texts and resources through Contractor's Newsela platform to enhance and enrich the virtual curriculum that will be used for English language arts, science, social studies, and social and emotional learning.

SOURCING METHOD: RFP 68157

TERM: August 12, 2020 through June 30, 2025

FOR WHOM: All MNPS students

COMPENSATION: Contractor shall be paid in accordance with Exhibit A pricing of the contract.

Total compensation under this contract is not to exceed \$3,220,000.

OVERSIGHT: Curriculum & Instruction

EVALUATION: Quality of the texts and resources provided and adherence to the requested scope of work.

MBPE CONTRACT NUMBER: 7499187

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(20) VENDOR: Personal Computer Systems Inc.

SERVICE/GOODS (SOW): For the purchase and installation of six (6) Promethean Nickel Series Active Panels.

SOURCING METHOD: NCPA Cooperative

TERM: Immediate Purchase

FOR WHOM: Inglewood Elementary School

COMPENSATION: Total compensation under this contract will not exceed \$25,758.

OVERSIGHT: Learning Technology

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: NCPA 01-54

SOURCE OF FUNDS: Federal - Magnet Schools Assistance Program (MSAP) Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(20) VENDOR: Personal Computer Systems Inc.

SERVICE/GOODS (SOW): For the purchase and installation of fifteen (15) RedCat Access Classroom Audio Systems.

SOURCING METHOD: NCPA Cooperative

TERM: Immediate Purchase

FOR WHOM: MNPS Magnet School students

COMPENSATION: Total compensation under this contract will not exceed \$51,207.

OVERSIGHT: Learning Technology

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: NCPA 01-54

SOURCE OF FUNDS: Federal - Magnet Schools Assistance Program (MSAP) Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(21) VENDOR: Pitney Bowes Global Financial Services LLC

SERVICE/GOODS (SOW): Lease of Mail Center machines.

SOURCING METHOD: RFQ 54071

TERM: August 12, 2020 through August 11, 2025

FOR WHOM: Print Shop

COMPENSATION: In accordance with Exhibit A – Cost Spreadsheet.

Total compensation under this contract is not to exceed \$195,000.

OVERSIGHT: Print Shop

EVALUATION: Quality and timeliness of goods and services provided.

MBPE CONTRACT NUMBER: 7497745

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(22) VENDOR: Rush Truck Center of Nashville

SERVICE/GOODS (SOW): IDIQ contract to purchase bus and white-fleet parts and service.

SOURCING METHOD: BuyBoard Cooperative 601-19

TERM: August 12, 2020 through June 30, 2021

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$450,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: TBD

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(23) VENDOR: Snider Fleet Solutions

SERVICE/GOODS (SOW): IDIQ contract for the purchase of tires for buses and white fleet vehicles.

SOURCING METHOD: Metro Government contract

TERM: August 12, 2020 through June 30, 2021

FOR WHOM: Transportation

COMPENSATION: Total compensation under this contract will not exceed \$75,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Metro Government 441067

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(24) VENDOR: STAR Autism Support, Inc.

SERVICE/GOODS (SOW): Contractor to provide Links Curriculum (6th-12th grade) and STAR Program (K-9th grade) special education modified curriculum including all associated subscriptions/licenses, materials, and/or professional development training to any requesting MNPS school.

SOURCING METHOD: RFP 68153

TERM: August 12, 2020 through June 30, 2025

FOR WHOM: Exceptional Education students

COMPENSATION: Contractor shall be paid in accordance with Exhibit A pricing of the contract.

Total compensation under this contract is not to exceed \$200,000.

OVERSIGHT: Exceptional Education

EVALUATION: Quality of the products and trainings provided and effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 7499093

SOURCE OF FUNDS: Various School-Based Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(25) VENDOR: Turnitin, LLC

SERVICE/GOODS (SOW): Amendment #1 adds 31 district middle schools at a cost of \$28,043 for year one (1) and \$28,884 for year two (2). Contract is for a plagiarism checker software system.

SOURCING METHOD: Amendment to a Previously Approved Board Contract

TERM: August 12, 2020 through August 31, 2022

FOR WHOM: MNPS students and teachers

COMPENSATION: Amendment #1 increases the total compensation amount \$56,927.

Total compensation under this contract will not exceed \$177,442.

OVERSIGHT: Technology & Information Services

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7495238

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(26) VENDOR: Upper Edge Technologies

SERVICE/GOODS (SOW): Amendment #2 to revise the Oracle contract number to 10227 and increase the total compensation by \$100,000 to reach a new not-to-exceed amount of \$150,000. Contractor to provide used and new replacement computer parts.

SOURCING METHOD: Amendment of a Previously Approved Board Contract

TERM: August 12, 2020 through November 27, 2023

FOR WHOM: MNPS teachers, staff, and students

COMPENSATION: Amendment #2 increases the total compensation by \$100,000.

Total compensation under this contract is not to exceed \$150,000.

OVERSIGHT: Technology & Information Services

EVALUATION: Timeliness of delivery and quality of products.

MBPE CONTRACT NUMBER: 10227 (previously 2-323130-00)

SOURCE OF FUNDS: Operating Budget, Federal CARES Act Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(27) VENDOR: Voyager Sopris Learning, Inc.

SERVICE/GOODS (SOW): Amendment #2 increases the compensation by \$900,000 to reach a new total compensation of \$1,500,000. Contract is to provide LANGUAGE! Live literacy intervention and TransMath math intervention curriculum, including all associated subscriptions/licenses, materials, and/or professional development training.

SOURCING METHOD: Amendment of a Previously Approved Board Contract

TERM: August 12, 2020 through February 29, 2024

FOR WHOM: All MNPS Schools

COMPENSATION: Amendment #2 increases the total compensation by \$900,000.

Total compensation under this contract is not to exceed \$1,500,000.

OVERSIGHT: Curriculum & Instruction and Exceptional Education

EVALUATION: Quality of the products and trainings provided and effectiveness of the products and trainings in classroom application.

MBPE CONTRACT NUMBER: 7486073

SOURCE OF FUNDS: Various Operating, Federal, or School-based Funds

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Attendance	Descriptor Code: 6.200	Issued Date: 08/11/20
		Rescinds: 6.200	Issued: 08/14/18

1 Attendance is a key factor in student achievement, and therefore, students are expected to be present
2 each day school is in session. The Director of Schools/designee shall develop appropriate administrative
3 procedures to implement this policy.

4 The Attendance Supervisor shall oversee the entire attendance program which shall include:¹

- 5 1. All accounting and reporting procedures and their dissemination;
- 6
- 7 2. Alternative program options for students who severely fail to meet minimum attendance
8 requirements;
- 9
- 10 3. Ensuring that all school age children attend school;
- 11
- 12 4. Providing documentation of enrollment status upon request for students applying for new or
13 reinstatement of driver's permit or license; and
- 14
- 15 5. Notifying the Department of Safety whenever a student with a driver's permit or license
16 withdraws from school or fails to maintain satisfactory academic progress.²

17 Student attendance records shall be given the same level of confidentiality as other student records.
18 Only authorized school officials with legitimate educational purposes may have access to student
19 information without the consent of the student or parent(s)/guardian(s).³

20 Absences shall be classified as either excused or unexcused as determined by the principal/designee.
21 Excused absences shall include:⁴

- 22 1. Personal illness/injury;
- 23
- 24 2. Illness of immediate family member;
- 25
- 26 3. Death in the family;
- 27
- 28 4. Extreme weather conditions;
- 29
- 30 5. Religious observances;⁵
- 31
- 32 6. Pregnancy;
- 33

- 1 7. School endorsed activities;
- 2
- 3 8. Summons, subpoena, or court order; or
- 4
- 5 9. Circumstances which in the judgment of the principal create emergencies over which the
- 6 student has no control.

7 The principal shall be responsible for ensuring that:⁶

- 8 1. Attendance is checked and reported daily for each class;
- 9
- 10 2. Daily absentee sheets contain sign in/sign out sheets and indicate students present or absent
- 11 for the majority of the day;
- 12 3. All student absences are verified;
- 13 4. Written excuses are submitted for absences and tardiness; and
- 14 5. System-wide procedures for accounting and reporting are followed.

15 **TRUANCY**

16 Annually, the Director of Schools/designee will provide written notice to parent(s)/guardian(s) that
17 attendance at school is required. Students shall be present at least fifty percent (50%) of the scheduled
18 school day in order to be counted present. Students may attend part-time days, alternating days, or for a
19 specific amount of time as indicated in their Individualized Education Plan or 504 Plan and shall be
20 considered present for school attendance purposes. If a student is required to participate in a remedial
21 instruction program outside of the regular school day where there is no cost to the parent(s)/guardian(s)
22 and the school district provides transportation, unexcused absences from these programs shall be
23 reported in the same manner.⁷

24 A student who is absent five (5) days without adequate excuse shall be reported to the Director of
25 Schools/designee who will, in turn, provide written notice to the parent(s)/guardian(s) of the student's
26 absence. If a parent/guardian does not provide documentation within adequate time excusing those
27 absences, or request an attendance hearing, then the Director of Schools shall implement the progressive
28 truancy intervention plan described below prior to referral to juvenile court.

29 *Progressive Truancy Intervention Plan*⁸

30 Prior to referral to juvenile court, the following progressive truancy intervention plan will be
31 implemented.

32 **Tier I**

33 Tier I of the progressive truancy intervention plan shall include the following:

- 34 1. A conference with the student and the student's parent(s)/guardian(s);
- 35

1 2. An attendance contract, based on the conference, signed by the student, the parent(s)/guardian(s),
2 and an Attendance Supervisor/designee. The contract shall include:

- 3
4 a. A specific description of the school's attendance expectations for the student;
5 b. The period for which the contract is effective; and
6 c. Penalties for additional absences and alleged school offenses, including additional
7 disciplinary action and potential referral to juvenile court; and
8

9 3. Regularly scheduled follow-up meetings to discuss the student's progress.

10 **Tier II**

11 If a student accumulates additional unexcused absences in violation of the attendance contract in Tier I,
12 the student will be subject to Tier II.

13 Under this tier, a school employee shall conduct an individualized assessment detailing the reasons a
14 student has been absent from school. The employee may refer the student to counseling, community-
15 based services, or other services to address the student's attendance problems.

16 **Tier III**

17 This tier shall be implemented if the truancy interventions under Tier II are unsuccessful.

18 These interventions shall be determined by a team formed at each school. The interventions shall
19 address student needs in an age-appropriate manner. Finalized plans shall be approved by the Director
20 of Schools/designee.

21 **NON-SCHOOL SPONSORED EXTRACURRICULAR ACTIVITY⁹**

22 A principal/designee may excuse a student to participate in non-school sponsored extracurricular
23 activities. The principal shall document the approval in writing and shall excuse no more than ten (10)
24 absences each school year. No later than seven (7) business days prior to the student's absence, the
25 student shall provide documentation to the school as proof of the student's participation along with a
26 written request for the excused absence from the student's parent/guardian. The request shall include
27 the following:

- 28 1. Student's name and personal identification number;
29
30 2. Student's grade;
31
32 3. The dates of the student's absence;
33
34 4. The reason for the student's absence; and
35
36 5. The signatures of the student and parent/guardian.

1 **RELEASED TIME COURSE¹⁰**

2 A principal/designee may excuse a student to attend a course in religious moral instruction for up to
3 one (1) class period per school day. Students shall not be excused during any class which requires an
4 examination for state or federal accountability purposes.

5 The student shall submit a written consent form signed by the student's parent/guardian prior to
6 participation in the released time course. The principal/designee shall document the approval in
7 writing. The student shall provide documentation to the principal/designee as proof of the student's
8 participation in the released time course.

9 The district shall not be responsible for transporting students to and from the place of instruction.

10 **MAKE-UP WORK**

11 Students with an excused absence shall be provided the opportunity to receive assignments missed during
12 the absence and to make up the work upon their return for the full grade. Students with an unexcused
13 absence shall be provided the opportunity to make up missed work at the discretion of the teacher or
14 principal. Make up work must be requested by the student or parent no later than three (3) days after
15 returning to school. The work should be turned in at a mutually agreed time frame between the teacher
16 and the student. The attendance record is not changed when missed work is completed.

17 **STATE-MANDATED ASSESSMENT**

18 Students who are absent the day of the scheduled EOC exams shall present a signed doctor's excuse or
19 have been given an excused release by the principal prior to testing to receive an excused absence.
20 Students who have excused absences will be allowed to take a make-up exam. Excused students will
21 receive an incomplete in the course until they have taken the EOC exam.

22 Students who have an unexcused absence shall receive a failing grade on the EOC exam which shall be
23 averaged into their final grade.

24 **CREDIT/PROMOTION DENIAL**

25 Credit/promotion denial determinations may include student attendance; however, student attendance
26 may not be the sole criterion.¹¹ If attendance is a factor prior to credit/promotion denial, the following
27 shall occur:

- 28 1. The student and the parent(s)/guardian(s) shall be advised if the student is in danger of
29 credit/promotion denial due to excessive absenteeism; and
30
31 2. Procedures in due process will be made available to the student when credit or promotion is
32 denied.

1 **DRIVER'S LICENSE REVOCATION²**

2 A student who has more than ten (10) consecutive or fifteen (15) unexcused absences during any
3 semester or fails to maintain satisfactory academic progress shall be ineligible to retain a driver's permit
4 or license.

5 In order to qualify for reclaiming a driver's permit or license, the student shall return to school and make
6 a passing grade in at least three (3) full unit subjects or their equivalency at the conclusion of a subsequent
7 grading period or become eighteen (18) years of age.

8 **ATTENDANCE HEARING¹²**

9 Students with excessive (more than five (5)) unexcused absences or those in danger of credit/promotion
10 denial shall have the opportunity to appeal to an attendance hearing committee appointed by the
11 principal. If the student chooses to appeal, the student or his/her parent(s)/guardian(s) shall be provided
12 written or actual notice of the appeal hearing and shall be given the opportunity to address the committee.
13 The committee will conduct a hearing to determine if any extenuating circumstances exist to excuse an
14 absence(s) or to determine if the student has met attendance requirements that will allow him/her to pass
15 the course or be promoted. Upon notification of the attendance committee decision, the principal shall
16 send written notification to the Director of Schools/designee and the parent(s)/guardian(s) of the student
17 of any action taken regarding the excessive unexcused absences. The notification shall advise
18 parent(s)/guardian(s) of their right to appeal such action within two (2) school days to the Director of
19 Schools/designee.

20 The appeal shall be heard no later than ten (10) school days after the request for appeal is received.

21 Within five (5) school days of the Director of Schools/designee rendering a decision, the student's
22 parent(s)/guardian(s) may request a hearing by the Board, and the Board shall review the record.
23 Following the review, the Board may affirm or overturn the decision of the Director of Schools/designee.
24 The action of the Board shall be final.

25 The Director of Schools/designee shall ensure that this policy is posted in each school building and
26 disseminated to all students, parent(s)/guardian(s), teachers, and administrative staff.

Legal References

1. TCA 49-6-3006
2. TCA 49-6-3017(c)
3. 20 USCA § 1232g
4. TRR/MS 0520-01-02-.17(5)
5. TCA 49-6-2904(b)(5)
6. TCA 49-6-3007
7. TCA 49-6-3021
8. TCA 49-6-3007; TCA 49-6-3009
9. TCA 49-6-3022
10. TCA 49-2-130; Public Acts of 2019,
Chapter No. 272
11. TCA 49-2-203(b)(7); TCA 49-6-3002(b)
12. TRR/MS 0520-01-02-.17(7)

Cross References

School Calendar 1.800
Extracurricular Activities 4.300
Interscholastic Athletics 4.301
Field Trips/Excursions/Competitions 4.302
Reporting Student Progress 4.601
Promotion and Retention 4.603
Recognition of Religious Beliefs, Customs, & Holidays 4.803
Voluntary Pre-K Attendance 6.2011
Homeless Students 6.503
Students in Foster Care 6.505
Students from Military Families 6.506
Student Records 6.600

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in October	Descriptor Term: Naming Facilities	Descriptor Code: 3.210	Issued Date: 05/08/18 08/11/20
		Rescinds: GP-33.210	Issued: 05/08/18

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1. Facilities of the school system shall be named based upon these guidelines.
2. “Facilities of the school system” are all schools, buildings, structures, real property, sites, and campuses, or any portion of such, that are owned, rented, operated, managed or controlled by MNPS.
3. When a school is to be named, the director of schools shall submit recommendations to the board prior to the selection of an architect. The director shall seek input from school personnel, the board of education, and the public. The board of education must approve the naming of a school.
4. Schools shall be named for:
 - a. The area or community in which the school is located;
 - b. The street on which the school is located or a street bordering the school, if that street is well known in the community; or
 - c. Recognized state or local leaders who have made an outstanding contribution to Nashville’s public education or to the progress of the city of Nashville through their community or civic actions. The person’s “principal legacy” (i.e. the key activity, advocacy, or accomplishment for which the person is most known) must align with or reflect the MNPS mission, vision, and core values and beliefs. To name a school for a living person, the living person’s actions, career, or principal legacy must be peerless, extraordinarily exceptional, and generally recognized as being of substantial historic significance to Nashville’s history. A school may be named for a living person only after a separate and specific vote of the board that recognizes and attests the person has rendered exemplary service to Nashville’s public education or to the progress of the city of Nashville, and that they are worthy of this honor.
5. Facilities of the school system other than a school should be given names by MNPS staff which describe the facility of the school system or its geographic location in the city. Any naming of a facility of the school system other than a school for a living person shall take effect only after notice to the school board representative of the district in which the facility of the school system is located and approval of the director of schools (or their designee).
6. A single building on the campus of a facility of the school system with multiple buildings, or a specific area on the campus of a facility of the school system, may be designated or named by MNPS staff. Any naming of a single building or specific area shall not supplant or usurp the

1 overall facility of the school system. Any naming of a single building or specific area for a
2 living person shall take effect only after notice to the school board representative of the district
3 in which the facility of the school system is located and approval of the director of schools (or
4 their designee).

- 5
- 6 7. Under no circumstances shall any facility of the school system, or any portion thereof, be
7 named for an elected official actively serving in public office, nor for five years from the last
8 day of their term of service as an elected official, unless the person is deceased.
- 9
- 10 8. No two facilities of the school system shall ~~not~~ be given the same name, and care should be
11 taken to avoid similar names.
- 12
- 13 9. When naming a facility of the school system, MNPS should consider the diverse community they
14 serve and give strong consideration to the names of women and members of minority
15 communities so that they are equitably represented among school names.
- 16
- 17 10. If the board or MNPS decides an existing facility of the school system should be renamed, the
18 guidelines of this policy shall apply to the new name of the facility of the school system.
- 19
- 20 11. For new and existing facilities of the school system, the board of education reserves the ability
21 to approve or reject proposals for:
- 22
- 23 a. Naming facilities other than a school;
- 24
- 25 b. Naming of a single building on the campus of a school or facility with multiple buildings,
26 or a specific area on the campus of a school or facility; and
- 27
- 28 c. Erecting memorials in the form of plaques or monuments, including, but not limited to,
29 the design, wording, and placement of the memorial.
- 30
- 31 12. If a facility of the school system named for a person has a website, the website shall include a
32 biography of the person for which it is named.
- 33
- 34 13. A new facility of the school system shall be formally dedicated during the first year of occupancy.
35 Contracts for a new facility of the school system shall include in the contract a plaque designed
36 by the architect. The plaque shall include:
- 37
- 38 a. A brief description of the name of the facility of the school system;
- 39
- 40 b. The names of the members of the Board of Education serving at the time the contract is
41 executed; and
- 42
- 43 c. If the facility of the school system is named after a person, a brief biography of the person
44 approved by MNPS.
- 45

Cross References

Estimating Facility Costs 3.209

**Metropolitan Nashville Public Schools
Sales Tax Collections
As of July 20, 2020**

General Purpose Fund

MONTH	2019-2020 Projection	TOTAL 2019-2020 COLLECTIONS	\$ Change For Month - FY19 Projection	% Change For Month - FY19 Projection	% Increase / Decrease Year To-Date
September	\$13,594,340.95	\$14,211,896.34	\$617,555.39	4.35%	4.35%
October	21,663,875.99	21,405,690.18	(\$258,185.81)	-1.21%	1.01%
November	21,989,593.61	21,953,492.63	(\$36,100.98)	-0.16%	0.56%
December	22,874,110.90	22,888,517.70	14,406.80	0.06%	0.42%
January	21,248,568.01	21,185,113.58	(\$63,454.43)	-0.30%	0.27%
February	27,321,063.24	29,053,496.57	\$1,732,433.33	5.96%	1.54%
March	19,478,108.59	20,198,069.86	\$719,961.27	3.56%	1.81%
April	20,444,959.21	18,688,724.39	(\$1,756,234.82)	-9.40%	0.57%
May	23,321,004.82	20,143,459.82	(\$3,177,545.00)	-15.77%	-1.16%
June	22,750,215.49	16,104,038.95	(\$6,646,176.54)	-41.27%	-4.30%
July	22,937,403.79	17,079,301.10	(\$5,858,102.69)	-34.30%	-6.60%
August	23,507,255.40				
TOTAL	\$261,130,500.00	\$222,911,801.12	(\$14,711,443.48)		-6.60%

Debt Service Fund

MONTH	2019-2020 Projection	TOTAL 2019-2020 COLLECTIONS	\$ Change For Month - FY19 Projection	% Change For Month - FY19 Projection	% Increase / Decrease Year To-Date
September	\$3,979,648.99	\$3,668,461.51	(\$311,187.48)	-8.48%	-8.48%
October	5,582,404.90	5,525,367.53	(\$57,037.37)	-1.03%	39.28%
November	5,739,141.37	5,666,769.64	(\$72,371.73)	-1.28%	61.38%
December	5,669,801.60	5,908,124.02	\$238,322.42	4.03%	72.70%
January	5,563,357.41	5,468,430.95	(\$94,926.46)	-1.74%	78.80%
February	6,847,373.38	7,499,466.03	\$652,092.65	8.70%	79.70%
March	4,999,774.08	5,213,649.19	\$213,875.11	4.10%	87.16%
April	5,022,732.65	4,824,047.72	(\$198,684.93)	-4.12%	88.53%
May	6,067,273.16	5,199,552.91	(\$867,720.25)	-16.69%	87.61%
June	5,825,137.05	4,156,872.92	(\$1,668,264.13)	-40.13%	89.04%
July	5,990,302.94	4,408,613.54	(\$1,581,689.40)	-35.88%	89.59%
August	6,117,652.47				
TOTAL	\$67,404,600.00	\$57,539,355.96	(\$3,747,591.57)		-6.51%