



AMENDED AGENDA

METROPOLITAN BOARD OF PUBLIC EDUCATION

2601 Bransford Avenue, Nashville, TN 37204

Regular Meeting – August 25, 2020 – 5:00 p.m.

Amy Frogge, Chair

I. CONVENE and ACTION

- A. Call to Order
- B. Establish Quorum
- C. Special Recognition – Dr. Erick Huth

II. GOVERNANCE ISSUES- OUR ORGANIZATION

A. Actions

1. Consent

- a. Approval of Minutes - 06/09/20 - Regular Meeting
- b. Awarding of Purchases and Contracts
 - 1. A -Z Office Resource
 - 2. Border States Industries
 - 3. Carter Group, LLC
 - 4. Catapult Learning, LLC
 - 5. CDW-G
 - 6. Dyna-Brite Lighting
 - 7. Follett School Solutions
 - 8. Graybar Electric
 - 9. Jarrett Builders, Inc. (2 Contracts)
 - 10. Jason Carter Backhoe (2 Contracts)
 - 11. Mathews Team Sports LLC
 - 12. McLean Technology Group
 - 13. Public Consulting Group, Inc (2 Contracts)
 - 14. Rexel dba Gexpro
 - 15. Richland Industries LLC
 - 16. Toadvine Enterprises, Inc.
 - 17. Total Mechanical Solutions
 - 18. Walker Building Group
 - 19. Williams Wholesale Supply of Nashville
- c. Recommended Revision to the Previously Approved Memorandum of Understanding (MOU) between MNPS and Belmont University
- d. **Revised Memorandum of Understanding between the Metropolitan Nashville Public Schools and Public Service Workers Union, Service Employees International Union Local 205**

2. Resolution of the Board of Education for Metropolitan Nashville Public Schools in support of Focusing on Children’s Social/Emotional Learning, and Academics During the Covid-19 Pandemic

III. DIRECTOR’S REPORT

- A. COVID-19 Status Update

IV. WRITTEN INFORMATION TO THE BOARD

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

V. ANNOUNCEMENTS

VI. ADJOURNMENT

METROPOLITAN NASHVILLE PUBLIC SCHOOL BOARD MEETING – June 9, 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: Amy Frogge, chair, Freda Player-Peters, Fran Bush, Gini Pupo-Walker, Rachael Anne Elrod, Christiane Buggs, Jill Speering and Sharon Gentry

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

CONVENE AND ACTION

- A. Call to Order
Amy Frogge called the meeting to order.

- B. In Memoriam
The Board remembered the service, life and legacy of former Board Chair Anna Shepherd.

GOVERNANCE ISSUES

- A. 1. Consent
 - a. Approval of Minutes – 04/28/20 – Regular Meeting
 - b. Awarding of Purchases and Contracts
 - 1. 2Revolutions
 - 2. CareerSafe LLC
 - 3. Catapult Learning, LLC (2 contracts)
 - 4. Cogna, Inc.
 - 5. Dell
 - 6. Houghton Mifflin Harcourt Publishing Company
 - 7. Jarrett Builders, Inc.
 - 8. Learning Sciences International, LLC
 - 9. MeTEOR Education, LLC
 - 10. National Institute for Excellence in Teaching
 - 11. New Teacher Center

- ~~12. Orion Building Corporation~~
 13. Richland Industries LLC
 14. Scholastic Inc.
 15. Sessions Paving Co
 16. Southpro Solutions, Inc.
 17. WestEd
- c. Revised Nutrition Services Fund Budget
- ~~d. Student Handbook Revisions 2020-2021~~

Motion to approve consent agenda

By Jill Speering, seconded Freda Player-Peters

Motion Passes

Vote: 8-0 Unanimous

Sharon Gentry pulled Items 1-b-(12)-Orion Building Corporation and 1-d-Student Handbook Revision 2020-2021

Sharon Gentry asked questions and sub-contractors used by Orion Building Corporation. David Proffitt addressed her questions.

Motion to approve Item 1-b-(12)-Orion Building Corporation

By Jill Speering, seconded Freda Player-Peters

Motion Passes

Vote: 7-0 (Fran Bush not present at vote)

Motion to implement a 6-month pilot program that includes reviewal of data on a regular basis by the administration Item 1-d-Student Handbook Revision 2020-2021.

By Freda Player-Peters, seconded Jill Speering

Motion Fails

Vote: 8-0

Motion to approve the Student Handbooks Revisions for 2020-2021

By Jill Speering, seconded Fran Bush

Motion Passes

Vote: 6-2 (Sharon Gentry and Christiane Buggs)

DIRECTOR'S REPORT

- A. School Reopening Steps Report - Dr. Battle and staff presented the report to the Board.

ANNOUNCEMENTS

- A. Gini Pupo-Walker announced that the Councilmen Menadez and Board are working to ensure that the minimum wage for MNPS is increased to \$15.00 hour. She also offered kind words and condolences to the Shepherd family.
- B. Freda Player-Peters also offered condolences to the Shepherd family.
- C. Fran Bush offered condolences to the Shepherd family.
- D. Christiane Buggs congratulated Teens for Equality for their support and leadership in the community. She offered condolences to the Shepherd family.
- E. Jill Speering announced that Amy Frogge would be featured in a NPR special with Diane Ravitch. She also offered condolences to the Shepherd family.
- F. Rachael Anne Elrod gave notice that she will bring an item for the Board to take action on concerning Systematic Racism. She also announced that a Naming of Schools meeting will be held July 14th. She also offered condolences to the Shepherd family.
- G. Sharon Gentry offered condolences to the Shepherd family.
- H. Amy Frogge thanked Mayor Cooper for helping to ensure that MNPS students have laptops and internet access.

Ms. Frogge adjourned the meeting at 6:38 p.m.



Chris M. Henson
Board Secretary

Amy Frogge
Vice Chair

Date

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(1) VENDOR: A-Z Office Resource

SERVICE/GOODS (SOW): To purchase up to fifty thousand (50,000) cases of disposable three (3) section hinged lid trays to serve student lunches.

SOURCING METHOD: National Cooperative Purchasing Alliance (NCPA)

TERM: August 26, 2020 through June 30, 2021

FOR WHOM: All MNPS students

COMPENSATION: Total compensation for purchases is not to exceed \$2,700,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: NCPA 11-18

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(2) VENDOR: Border States Industries

SERVICE/GOODS (SOW): Provision of electrical parts and supplies on an as-needed basis.

SOURCING METHOD: RFP 63162

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: In accordance with Exhibit A.

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

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of goods provided.

MBPE CONTRACT NUMBER: 7498995

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(3) VENDOR: Carter Group, LLC

SERVICE/GOODS (SOW): Provision of qualified contractors to provide quotes on grading projects on an as-needed basis.

SOURCING METHOD: RFP 57108

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: Contractor shall be paid on a project-by-project quote in accordance with the terms and conditions of the request and contract.

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

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of goods and services provided.

MBPE CONTRACT NUMBER: 7498816

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(4) VENDOR: Catapult Learning, LLC

SERVICE/GOODS (SOW): Amendment #5 adds \$1,597,926.62 for Title I supplemental instruction and Title I family engagement for the 2020-2021 school year. Contract is for the purchase of Title I tutor-directed instructional and family engagement services for eligible students in participating non-public schools, identified homeless students in non-Title I district schools, neglected/delinquent facilities and/or identified students in low-performing schools, and professional development for teachers in on-site facilities, off-site facilities, or virtual delivery applications.

SOURCING METHOD: Amendment of a previously approved Board contract

TERM: August 26, 2020 through August 22, 2022

FOR WHOM: Eligible students as described above

COMPENSATION: Amendment #5 increases the compensation by \$1,597,926.62.

Total compensation under this contract is not to exceed \$5,192,236.43.

OVERSIGHT: Federal Programs

EVALUATION: Quality of services provided and feedback from district's monitoring of the Contractor.

MBPE CONTRACT NUMBER: 10300

SOURCE OF FUNDS: Federal Funds – Title I Equitable Services Set Aside (for Participating Non-public Schools)

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(5) VENDOR: CDW-G, Inc.

SERVICE/GOODS (SOW): This purchase is for Audio Codes Phone Support IPP Phone Management Server renewal for eight thousand (8,000) phones located within MNPS schools and administrative buildings.

SOURCING METHOD: Sourcewell Cooperative

TERM: August 26, 2020 through July 31, 2021

FOR WHOM: District-wide IP Phone endpoint users in all schools and administrative buildings

COMPENSATION: Total compensation under this purchase is \$32,080.

OVERSIGHT: Technology & Information Services

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: Sourcewell 081419 - CDW

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(6) VENDOR: Dyna-Brite Lighting

SERVICE/GOODS (SOW): Provision of electrical parts and supplies on an as-needed basis.

SOURCING METHOD: RFP 63162

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: In accordance with Exhibit A.

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

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of goods provided.

MBPE CONTRACT NUMBER: 7498997

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(7) VENDOR: Follett School Solutions

SERVICE/GOODS (SOW): For the purchase of Textbook Edition Support Renewal.

SOURCING METHOD: BuyBoard Cooperative

TERM: August 26, 2020 through July 31, 2021

FOR WHOM: MNPS students

COMPENSATION: Total compensation under this purchase is \$49,052.93.

OVERSIGHT: Central Services

EVALUATION: Quality of products and timeliness of services provided.

MBPE CONTRACT NUMBER: BuyBoard 579-19

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(8) VENDOR: Graybar Electric

SERVICE/GOODS (SOW): Provision of electrical parts and supplies on an as-needed basis.

SOURCING METHOD: RFP 63162

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: In accordance with Exhibit A.

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

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of goods provided.

MBPE CONTRACT NUMBER: 7498998

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(9) VENDOR: Jarrett Builders, Inc.

SERVICE/GOODS (SOW): Provision of qualified contractors to provide quotes on grading projects on an as-needed basis.

SOURCING METHOD: RFP 57108

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: Contractor shall be paid on a project-by-project quote in accordance with the terms and conditions of the request and contract.

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

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of goods and services provided.

MBPE CONTRACT NUMBER: 7498814

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(9) VENDOR: Jarrett Builders, Inc.

SERVICE/GOODS (SOW): Provision of qualified contractors to provide quotes on site utility projects on an as-needed basis.

SOURCING METHOD: RFP 66149

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: Contractor shall be paid on a project-by-project quote in accordance with the terms and conditions of the request and contract.

Total compensation under this contract is not to exceed \$7,500,000.

OVERSIGHT: Facility Planning & Construction

EVALUATION: Quality and timeliness of goods and services provided.

MBPE CONTRACT NUMBER: 7499165

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(10) VENDOR: Jason Carter Backhoe

SERVICE/GOODS (SOW): Provision of qualified contractors to provide quotes on grading projects on an as-needed basis.

SOURCING METHOD: RFP 57108

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: Contractor shall be paid on a project-by-project quote in accordance with the terms and conditions of the request and contract.

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: 7498815

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(10) VENDOR: Jason Carter Backhoe

SERVICE/GOODS (SOW): Provision of qualified contractors to provide quotes on site utility projects on an as-needed basis.

SOURCING METHOD: RFP 66149

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: Contractor shall be paid on a project-by-project quote in accordance with the terms and conditions of the request and contract.

Total compensation under this contract is not to exceed \$7,500,000.

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of goods and services provided.

MBPE CONTRACT NUMBER: 7499164

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(11) VENDOR: Mathews Team Sports LLC

SERVICE/GOODS (SOW): Provision of qualified contractors to provide quotes on sports equipment projects on an as-needed basis.

SOURCING METHOD: RFP 66150

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: Contractor shall be paid on a project-by-project quote in accordance with the terms and conditions of the request and contract.

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: 7499333

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(12) VENDOR: McLean Technology Group

SERVICE/GOODS (SOW): Provision of electrical parts and supplies on an as-needed basis.

SOURCING METHOD: RFP 63162

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: In accordance with Exhibit A.

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

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of goods provided.

MBPE CONTRACT NUMBER: 7498996

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(13) VENDOR: Public Consulting Group, Inc.

SERVICE/GOODS (SOW): Contractor is to provide EDPlan™ software to support Section 504 eligibility and service plans in compliance with federal and state laws.

SOURCING METHOD: Sole Source

TERM: August 26, 2020 through August 25, 2023

FOR WHOM: Support Services staff and students

COMPENSATION: Contract shall be paid accordance of Exhibit A.

Total compensation under this contract is not to exceed 50,695.81.

OVERSIGHT: Student Services

EVALUATION: Quality of the products and services provided.

MBPE CONTRACT NUMBER: 7498844

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(13) VENDOR: Public Consulting Group, Inc.

SERVICE/GOODS (SOW): Amendment #3 adds \$347,271.31 for Title I supplemental instruction and Title I family engagement for the 2020-2021 school year. Contract is for the purchase of Title I tutor-directed instructional services for eligible students in participating non-public schools, identified homeless students in non-Title I district schools, neglected/delinquent facilities and/or identified students in low-performing schools, and professional development for teachers in on-site facilities, off-site facilities, or virtual delivery applications.

SOURCING METHOD: Amendment to a previously approved Board contract

TERM: August 26, 2020 through August 25, 2022

FOR WHOM: Eligible students as described above

COMPENSATION: Amendment #3 increases the compensation by \$347,271.31.

Total compensation under this contract is not to exceed \$1,018,226.44.

OVERSIGHT: Federal Programs

EVALUATION: Quality of services provided and feedback from district's monitoring of the Contractor.

MBPE CONTRACT NUMBER: 10075

SOURCE OF FUNDS: Federal Funds – Title I Equitable Services Set Aside (for Participating Non-public Schools)

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(14) VENDOR: Rexel dba Gexpro

SERVICE/GOODS (SOW): Provision of electrical parts and supplies on an as-needed basis.

SOURCING METHOD: RFP 63162

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: In accordance with Exhibit A.

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

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of goods provided.

MBPE CONTRACT NUMBER: 7498993

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(15) VENDOR: Richland Industries LLC

SERVICE/GOODS (SOW): Provision of qualified contractors to provide quotes on site utility projects on an as-needed basis.

SOURCING METHOD: RFP 66149

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: Contractor shall be paid on a project-by-project quote in accordance with the terms and conditions of the request and contract.

Total compensation under this contract is not to exceed \$7,500,000.

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of goods and services provided.

MBPE CONTRACT NUMBER: 7499166

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(16) VENDOR: Toadvine Enterprises, Inc.

SERVICE/GOODS (SOW): Provision of qualified contractors to provide quotes on sports equipment projects on an as-needed basis.

SOURCING METHOD: RFP 66150

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: Contractor shall be paid on a project-by-project quote in accordance with the terms and conditions of the request and contract.

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: 7499334

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(17) VENDOR: Total Mechanical Solutions, LLC

SERVICE/GOODS (SOW): Amendment #1 to assign R12 contract number and to increase the contract value by \$750,000. Contract is for HVAC Services for all MNPS facilities.

SOURCING METHOD: Amendment of a previously Board approved contract

TERM: August 26, 2020 through February 26, 2024

FOR WHOM: MNPS Schools and Facilities

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

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 10157 previously 2-00652-01

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(18) VENDOR: Walker Building Group

SERVICE/GOODS (SOW): Provision of qualified contractors to provide quotes on grading projects on an as-needed basis.

SOURCING METHOD: RFP 57108

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: Contractor shall be paid on a project-by-project quote in accordance with the terms and conditions of the request and contract.

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

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of goods and services provided.

MBPE CONTRACT NUMBER: 7498818

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(19) VENDOR: Williams Wholesale Supply of Nashville, Inc.

SERVICE/GOODS (SOW): Provision of electrical parts and supplies on an as-needed basis.

SOURCING METHOD: RFP 63162

TERM: August 26, 2020 through August 25, 2025

FOR WHOM: MNPS Schools and Facilities

COMPENSATION: In accordance with Exhibit A.

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

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of goods provided.

MBPE CONTRACT NUMBER: 7498994

SOURCE OF FUNDS: Operating Budget

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. Belmont shall not sublet the Improvements, or any portion thereof, or assign this lease, in whole or in part, without the prior written consent of MNPS.

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. Belmont acknowledges and agrees that there shall be no illegal discrimination against, or segregation of, any person, group of persons, or entity on the basis of race, color, creed, religion, age, sex, marital status, national origin, or ancestry in the use or enjoyment of the Property or any portion thereof.

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 Lease Payment.** In order to ensure the community has access to the Improvements and that the programming for the community is enhanced, Belmont shall pay MNPS an annual lease payment 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, and hours of operation at the batting facility used by MNPS.
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) lease 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;

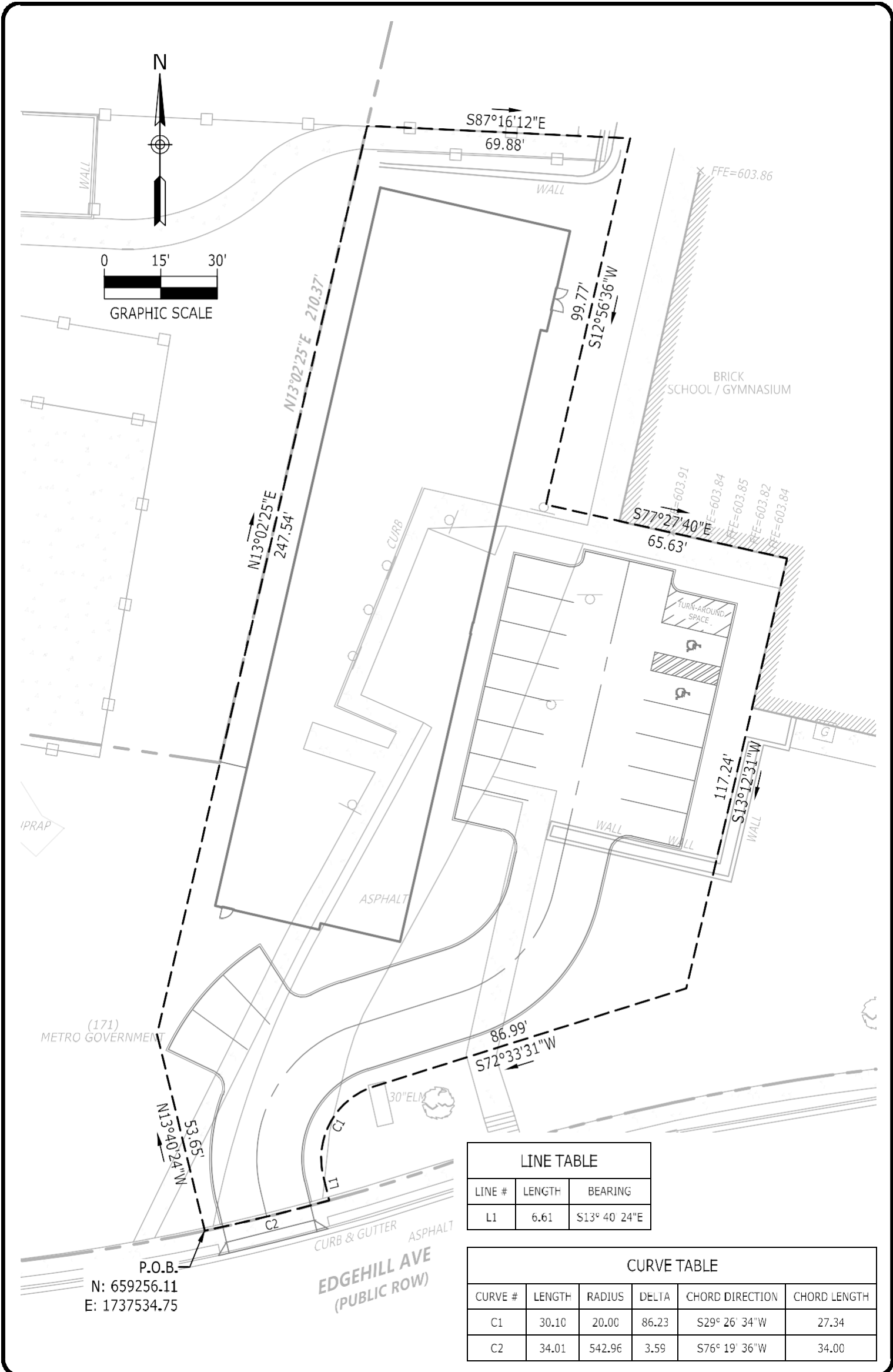
Thence, SOUTH 13 DEGREES 12 MINUTES 31 SECONDS WEST, 117.24 Feet;

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

Catalyst
DESIGN GROUP

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		

**RESOLUTION OF THE BOARD OF EDUCATION FOR METROPOLITAN NASHVILLE PUBLIC
SCHOOLS IN SUPPORT OF
FOCUSING ON CHILDREN'S' SOCIAL/EMOTIONAL LEARNING, AND ACADEMICS
DURING THE COVID-19 PANDEMIC**

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a global pandemic that spreads through close contact among individuals; and

WHEREAS, beginning on March 12, 2020, Governor Bill Lee declared Tennessee to be in a state of emergency until June 30, 2020, pursuant to Executive Orders 14 and 36, due to COVID-19; and

WHEREAS, beginning on March 16, 2020, Tennessee schools were closed for the remainder of the 2019-2020 school year, in response to requests made by Governor Bill Lee that they close to combat the spread of COVID-19; and

WHEREAS, on March 18, 2020, the Tennessee General Assembly approved the cancellation of state standardized testing for the 2019-2020 school year, due to the statewide closure of schools and subsequent lack of standardized instruction being delivered to students; and

WHEREAS, on April 14, 2020 the Tennessee State Board of Education approved Emergency Rule 0520-02-01-.01, which, because of the COVID-19 pandemic, removed the requirement for overall effectiveness scores for educators for the 2019-2020, prohibited any adverse action taken against a teacher, administrator, school or LEA, based, in whole or in part, on student achievement, student performance, or student growth data generated from the Tennessee comprehensive assessment program tests administered in the 2019-2020 school year ("hold harmless"); and

WHEREAS, on June 22, 2020, the Tennessee State Board of Education approved Emergency Rule 0520-01-17-.01, which requires Tennessee school districts to provide students in grades one (1) through twelve (12) access to six and one half (6 1/2) hours of instructional time each school day during the 2020-2021 school year, even if there are school closures or disruptions related to outbreaks of COVID-19; and

WHEREAS, by Executive Order 50 signed by Governor Bill Lee on June 29, 2020, the state of Tennessee is to remain in a state of emergency until at least August 29, 2020 and COVID-19 continues to spread at a rapid rate in Tennessee; and

WHEREAS, pursuant to State Board Emergency Rule 0520-01-17-.01, Tennessee school districts are required to each create and implement their own plans to facilitate continuous learning in light of the continued spread of COVID-19; and

WHEREAS, Tennessee school districts will be implementing different plans for learning from county to county across the state for the 2020-2021, based upon the needs of their students

and COVID-19 outbreaks in each county; and

WHEREAS, Tennessee students will likely face significant academic and behavioral regression upon returning to school, having lost approximately two (2) months of standard instruction and attendance due to the extended closure; and

WHEREAS, students spent approximately (5) consecutive months out of school between the time the 2019-2020 school year unexpectedly ended and the start of the 2020-2021 school year began in August; and

WHEREAS, Tennessee school districts will be focused not only on student growth and safety, but also on recoupment of academic and social and emotional skills lost during the extended closure.

WHEREAS, Metropolitan Nashville Public Schools began the school year virtually and to address the social, emotional needs of their students focused the first weeks of instruction on meeting those needs.

WHEREAS, Metropolitan Nashville Public Schools anticipates the possibility of being virtual for extended periods of time throughout the 2020 – 2021 school year. Given the unique space that this school year will occupy, MNPS wants the focus to be on the social/emotional, and academic needs of their students to accelerate outcomes and not on the testing process.

WHEREAS, MNPS recognizes the herculean effort of its teachers – and teachers across the state – in teaching in a virtual space and wants teachers, administrators, schools, and the LEA to focus on their craft and the needs of students.

NOW, THEREFORE, be it resolved unanimously by all of the Board Members on the 25th day of August, 2020 that Board of Education for Metropolitan Nashville Public Schools

Supports and respectfully requests that for the 2020 – 2021 school year, that the moratorium on state standardized testing continues, that students, teachers, administrators, schools, and LEAs continue to be held harmless on student achievement, student performance, or student growth data generated from the Tennessee comprehensive assessment program tests administered in the 2020-2021 school year. These measures are necessary to focus on recoupment of students' academic and social/emotional skills lost during the extended school closure and to allow teachers and administrators to focus on the students' needs during this unprecedented time.

**REVISED MEMORANDUM OF UNDERSTANDING BETWEEN THE
METROPOLITAN NASHVILLE PUBLIC SCHOOLS AND PUBLIC SERVICE
WORKERS UNION, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL
205**

This Revised Memorandum Of Understanding ("MOU") is made and entered into this the 21st _____ day of December 2017 (the "Commencement Date"), by and between the METROPOLITAN NASHVILLE PUBLIC SCHOOLS ("MNPS") and the Service Employees International Union Local 205 ("SEIU") (collectively, the "Parties").

This MOU is a non-exclusive and non-binding agreement designed to assure harmonious relations between the Director of Schools and SEIU. While the MOU is not an enforceable contract, it represents the understanding between SEIU and the Director of Schools. By signing this document, the Parties indicate their commitment to abide by the MOU as a policy of MNPS until such time as either party terminates or notifies the other of an interest in modifying the agreement with written notice to the other party. If either party wishes to modify the agreement the parties will meet to discuss modifications as soon as practicably possible.

WHEREAS, the Parties are mutually committed to providing the best services possible to the Citizens of Metropolitan Nashville and the children entrusted to our care; and

WHEREAS, the Parties enter this non-binding and non-exclusive MOU for the purpose of establishing a harmonious and cooperative relationship.

NOW, THEREFORE, the Parties hereby agree as follows:

**Article 1
INFORMATION**

To the extent allowed by law, MNPS will provide the SEIU with a database list of all eligible workers in departments represented by the SEIU. The list will contain the following information, each employee's: name, employee number, job title, and date in current position, date of hire, department, school, race, gender and hourly rate of pay, and annual salary. Upon request, MNPS will provide an updated list every three months to the SEIU including a list of employees who have been terminated. Additional listings or requests for relevant information may also be made in writing to the MNPS Chief Human Resources Officer for review and appropriate.

Article 2

RIGHT TO REPRESENTATION

Employees shall have the right to the presence of representation of his/her choosing, including a SEIU Representative in accordance with the rules of MNPS, at reprimand or grievance conferences, or at a meeting with the Chief Human Resources Officer or his/her designee after receiving a formal notice of pending discipline such as suspension without pay, demotion, or termination.

Article 3

ACCESS TO SCHOOL PROPERTY

Authorized representatives of the SEIU shall have visitation rights to all areas of employment so long as it does not hinder or interfere with the operations of MNPS, or any individual school / cluster. Such visits shall be for the purpose of investigating grievances and disciplinary actions, conferring with officials of MNPS at mutually-agreeable times/places, and ensuring compliance with the policies of MNPS. The SEIU shall also be allowed to meet with employees before or after regularly scheduled working hours, and during meal periods so long as such meetings do not hinder or interfere with the operation of MNPS or any individual school / cluster. If MNPS reasonably believes that any such meetings are becoming a disruption to these operations, then MNPS will notify the SEIU by any means reasonably calculated to provide notice to the SEIU (including electronic means) that such meetings should cease until further notice. The Parties shall then meet to discuss the concerns as soon as practicably possible for the Parties, to make sure the terms of this Article are being followed.

MNPS agrees that its officers, managers and supervisory personnel will accommodate all reasonable requests for such visitation and will not act to hinder, harass, or intimidate the SEIU's authorized representatives during the course of such visitation.

The SEIU will notify the appropriate principal, manager, or designee of such visit in advance whenever possible and, in any event, will report his/her presence and purpose first to the supervisor or school office.

SEIU staff assigned to MNPS shall be issued identification badges by management.

The SEIU may also hold 15-minute meetings once every quarter at the beginning or end of the scheduled shift, at reporting locations, designated as the site where employees in the Maintenance Department and Central Services clock in and out. Such meetings shall be coordinated with the department head/designee in advance to assure they do not disrupt operations. The SEIU may request the opportunity to hold such meetings in other departments, and MNPS and the SEIU will meet and confer over such requests.

Article 4
BULLETIN BOARD AND ACCESS TO SCHOOL MAIL

The SEIU shall have the right to place notices on an SEIU bulletin board located next to the staff bulletin boards. Bulletin boards may be used only for the following notices:

- a. Recreational and social affairs of the SEIU;
- b. Notices of SEIU meetings;
- c. SEIU elections;
- d. Reports of SEIU committees;
- e. Rulings on policies of the SEIU; and
- f. SEIU newsletters.

All schools shall have appropriately located support personnel bulletin boards or other appropriate display areas for both administration and SEIU business.

The SEIU shall also be permitted to distribute the same kinds of information through the MNPS mail system once a quarter.

All posted or distributed materials are to be signed and/or initialed by the SEIU's President or designated representative, and a copy forwarded to the Executive Director of Employee Relations. Any violation of this section by the SEIU shall entitle MNPS to immediately remove the materials that are in violation from the bulletin boards and to deny the SEIU the right to distribute that information through the MNPS mail system.

Article 5
ORIENTATION & IN-SERVICE MEETINGS

MNPS employees and staff designated by the SEIU will have the right to make a presentation during MNPS new hire orientation programs. MNPS, along with the SEIU's input, will determine the amount of time allotted and the time of the SEIU's presentation. The SEIU may also set up a table or booth in a space designated by MNPS during new hire orientation programs. MNPS will provide the SEIU with the orientation schedule at least 30 days in advance, or as quickly as practicable after the orientation schedule has been set if it is less than 30 days. The SEIU shall also have allotted time on the agenda of in-service meetings. The SEIU will coordinate with the appropriate department manager regarding the in-service meeting schedule.

Article 6
PAYROLL DEDUCTIONS

Upon the written authorization of any participating employee, on forms provided by the representative organization, the Director through his/her designee should forward such forms on to Metro's payroll department to deduct from the payroll of the employee the amount of dues as certified by the representative organization, and deliver the same to the designated official of the representative organization. Such payroll deduction should remain in effect unless and until an employee submits a written revocation with the employee's handwritten signature to Metro's payroll department. If an employee requests Metro's payroll department to revoke their payroll deduction, Metro's payroll department will inform the employee that he/she should speak with the representative organization prior to submitting a request for revocation. Metro's payroll department will provide courtesy information to SEIU related to all requests for revocation of dues. Metro payroll will not continue to withhold payroll deductions for SEIU dues over the employee's written objection, with the employee's handwritten signature, to Metro's payroll department

- For the non-certificated employee represented by SEIU at the time policy EE-18 became effective, Metro's payroll department should automatically continue deducting dues for the organization from the payroll of any employee who previously authorized such deduction and did not revoke his/her authorization.

Article 7
MEET AND CONFER

Upon the SEIU's request, at a mutually-agreeable time and place, appropriate representatives of MNPS shall meet and confer with the SEIU in good faith, on matters relating to working conditions and other terms and conditions of employment.

MNPS will give the SEIU written advance notification of a proposed elimination of a job classification that is eligible for SEIU representation or a proposed change in the duties and/or responsibilities to such job classifications that may impact the eligibility for employment in that classification. After being notified, the SEIU may request that MNPS meet and confer over the proposed change before any final decision is made. If a meeting is requested, MNPS and the SEIU shall promptly meet and confer at a mutually-agreeable time and place to address the SEIU's concerns. However, MNPS retains final decision-making authority if agreement is not reached.

MNPS shall provide notice to the SEIU of its annual budget cycle.

In all matters of representation, the Parties shall act in a timely manner with exchange of proposals in a reasonable period of time. All discussions will be conducted in good faith and in a professional manner by the Parties, and the Parties shall attempt to seek agreement in a reasonable period of time.

Article 8
MEETINGS AND CONFERENCES

Delegates and Alternates elected to represent employees covered by this MOU at conferences and meetings of Local, State, and National levels and affiliated bodies to the Union shall be released from work and allowed to use their accrued paid time to attend such meetings should they conflict with their regular working hours. Such requests will need to be made no less than 30 days in advance and prior approval must be obtained from the principal/department head to assure there are enough personnel to cover the responsibilities in the school/department. No more than 1 employee from a single location or no more than 2 employees for a single event will be allowed, to ensure adequate coverage of responsibilities. Meeting attendance will be limited to one (1) per semester.

An employee (limited to one) who is elected to a state-wide Local Union position shall be released from work with pay one day per month during the school year to attend union meetings related to her/his position. Such request will be made no less than 3 weeks in advance.

Requests will be answered in a timely manner and permission for leave under this Article will not be unreasonably withheld. If a request is denied, the employee will be informed of the reasons for same.

Items that require funding are not effective until the local funding body has approved a budget that includes such funding.

Article 9
RELEASE TIME

If supported by the MNPS annual budget or if fully funded by the ERO, the Union shall be annually allocated up to 500 hours of release time with pay for one (1) Union member to conduct representative and Union business specifically described in this MOU or other Union business with the approval of the Human Resources or designee. Time required for a member of the ERO and the administration to meet and confer and time for grievance handling shall not be counted against the allocated hours.

1. The 3 Chapter Officers (Chief Steward, Assistant Chief Steward, and Secretary) and 12 Cluster Captains (1 per Cluster) shall be released from work with pay for up to 3 days per school year (with a maximum of 360 hours per year), for training, meetings and other approved Union business.
2. There shall be a pool of 140 hours per year release time hours for other SEIU and MNPS related activities.

Time required for a member of the ERO and the administration to meet and confer and time for grievance handling shall not be counted against the allocated hours.

The Union is required to give MNPS two (2) weeks' notice. Less than two (2) weeks' notice may be given due to extenuating circumstances as approved by Department Head/Principal. Such time will be requested in writing by the Union's President or

designee to Human Resources, who shall track the use of such time. Management will respond within five (5) working days, regarding whether the leave is approved or denied.

Items that require funding are not effective until the local funding body has approved a budget that includes such funding.

Article 10 **UNION STEWARDS**

1. MNPS agrees to recognize duly authorized Union stewards in the representation of employees under the terms of this MOU and the Rules and Policies of the MNPS, as long as there are not more than 1 representative per School/2 per Quadrant, so as not to overly impact any one school/Quadrant.
2. The UNION shall provide the MNPS Director of Schools and the appropriate department head, with a list of the designated Union stewards within that department and shall notify the MNPS Director of Schools and appropriate department heads of any changes.
3. For the purpose presenting a grievance, a steward may, with the prior permission of his/her immediate supervisor, be released from his/her duties for a reasonable period of time during working hours without loss of pay. Stewards shall endeavor to conduct such business in a timely manner. Such permission shall not be unreasonably withheld.
4. Training Time – As long as 30 days’ notice has been provided, Union stewards may be released from their job duties with pay once per year for training activities, with Department Head/Principal approval. The Union will make every effort to schedule such training on days when school is not in session.

Items that require funding are not effective until the local funding body has approved a budget that includes such funding.

Article 11 **COMPENSATION COMMITTEE**

MNPS and the Support Employee EROs will agree to establish and maintain a joint Compensation Committee composed of three (4) members already appointed by the Administration and/or Board of Education and three (3) by each of the EROs. The committee shall be chaired jointly by a member appointed by the Administration and one by ERO. The committee shall address all compensation issues including but not limited to a long- term salary goal, accurate job descriptions (reflecting actual duties), conducting a comprehensive compensation study and the structure of the support employee pay plan. The Compensation Committee shall convene no later than September 15 of each year and report to SEIU Local 205 and the Board by November 1. For the 2019-20 school year, the committee shall convene as soon as practical.

The Compensation Committee will discuss the feasibility of a _____% across-the-board

salary increase for support employees for each of the following school years: 2020-2021 and 2021-2022 It is recommended that experience steps and degreed lanes in the salary scheduled should be maintained to encourage staff retention.

The Compensation Committee will mutually agree on other items regarding compensation that will be discussed by the Committee.

Article 12

CALENDAR COMMITTEE

Each year prior to the adoption of the school calendar, the Board will consider recommendations from all interested parties, including parents, teachers, and support staff. In order to obtain input from these stakeholders, the Director of Schools shall establish a committee comprised of representatives from these groups. The committee shall meet and present their recommendations to the Director. SEIU Local 205 will appoint a minimum of two SEIU representatives to the calendar committee.

Article 13

SUPPORT EMPLOYEE EVALUATION TASK FORCE

The EROs and MNPS shall establish a joint task force to review the purposes, processes, and procedures for conducting support staff evaluations to assure that the evaluations are meaningful, relevant, and fair. The task force will also look at ways to make sure that the evaluations are done in a standardized way and that best practices are adopted throughout the district.

Article 14

SUPPORT STAFF RIGHTS

1. Reprimand, disciplinary (suspensions, demotions, terminations) and grievance meetings shall be conducted in private.
2. An affected employee, who is a member of SEIU Local 205, shall, has the right to request an SEIU representative during a disciplinary or grievance meeting. If the request is made, the above mentioned meetings will not proceed until the representative is in attendance, the employee shall be given a reasonable timeframe (not to exceed 3 days) to allow the representative to attend. It is the employee's right and responsibility to notify their SEIU representative.
3. MNPS employees will be notified of disciplinary meetings at least 24 hours in advance.
4. Staff shall be afforded due process to ensure that any adverse action shall be for just cause and can be dealt with fairly and equitably.

Signed by:

Dr. Adrienne Battle, Director of Schools
Metropolitan Nashville Public Schools

Brad Rayson, President
SEIU Local 205

BACK *to* SCHOOL

2020-2021

MINPS Status Updates



COVID-19 Context

ROADMAP FOR REOPENING NASHVILLE STATUS OF KEY METRICS

WE ARE CURRENTLY IN PHASE TWO

Transmission Rate	14-Day New Case Trend
Public Health Capacity	Testing Capacity
Hospital Capacity: Floor Beds	Hospital Capacity: ICU Beds
New Cases Per 100K Residents	7 Day Positive Test Rate

Trends as of 8/25/2020

Metro Government Goals

Transmission Rate

Goal: Less Than 1.0 Transmission Rate

Current: 0.9 Transmission Rate

14-Day New Case Trend

Goal: Flat or Decreasing Trend in New Cases

Current: Decreasing Trend in New Cases

New Cases Per 100K Residents

Goal: Less Than 10

Current: 21.4

7 Day Positive Test Rate

Goal: 10% or Below

Current: 9.7%

MNPS Staff COVID-19 Cases

July 30 – August 24

School Staff Exposures

11 Staff Positive Cases Reported

- 5 possibly related to close contact with employee

22 Close Contacts Quarantined

June 26 – August 24

Total Reported to the District

- 247 employees isolated or quarantined
 - 94 positive tests
- 39 students quarantined or isolated
 - 22 tested positive
- Cases reflect all reported to the district, not necessarily those who encountered schools, staff, or students

School/Department	Positive	Close Contact
Charlotte Park ES	1	5
Ivanetta H. Davis ELC	2	1
Dupont Hadley MS	1	1
Glenclyff ES	1	4
Maintenance	2	2
Overton HS	1	3
Mt. View ES	1	2
Valor Flagship	1	2
Transportation	1	2
TOTAL	11	22

Engagement

- **Engaging Staff**

- Director's Teacher Cabinet
- Principal Advisory Group
- Union Leadership

- **Support Students and Families**

- Parent Advisory Council
- Student Advisory Group
- First check-in for Possip survey on Friday
- Navigators starting to contact families to identify needs and opportunities for support

- **Future Engagements**

- Survey of students and staff

Recommendation

- **Phased-in Approach to Returning to Schools**
 - Remain virtual through 1st Quarter
 - Davidson County is still in a modified Phase 2 of the Reopening Plan
 - Counties that have reopened are having to quarantine staff and close schools on a regular basis
 - Opening schools while there's still a high rate of spread puts students, families, and staff at higher risk
 - Opening schools could disrupt students, families, and the educational environment if classrooms and schools must close quickly after
- **Greater Supports for Families**
- **Exceptions for Exceptional Education**

Exceptional Education

- **Recommendation to offer in-person learning to a small population representing our most vulnerable K-12 students after Labor Day:**
 - September 9: Students in contracted special day schools
 - September 16: Students in district-run special day schools
 - September 23: Students with disabilities in traditional schools who participate in modified curriculum or who have significant challenges accessing virtual learning effectively
- **Details on <https://www.mnps.org/students-with-disabilities>**

YMCA Partnership

- **Partnering with YMCA to offer no-cost childcare at MNPS school sites**
 - Will provide supervision and support for virtual learning
 - Available to children in grades K-5 (ages 5-12)
 - Maximum of 60 students per site
 - Safety requirements



Phased-in Approach

- **When it's safe to return in large numbers, we'll prioritize our youngest learners first:**
 - Elementary school
 - Middle school
 - High school
- **Announcement of next steps to come before fall break**
- **Virtual option provided to families through the end of the school year**

Health Care Expertise



Alex Jahangir, MD, MMHC
Chair of the Metro
Coronavirus Task Force

“Nashville has made some important progress in slowing the spread of COVID-19, but we still have a long way to go before we are back to normal as a community. I appreciate Dr. Battle and the Board of Education prioritizing the safety of students and staff with a phased-in approach to a safe return to schools.”

Extracurricular Activities

- **Postponing competitions and performances until further notice**
- **Practices must be non-contact, allow for social distancing, and masks when possible**
- **Virtual activities whenever possible**
- **Meeting with respective MNPS leaders at the district and school levels to discuss next steps and best practices**
- **Contracting with NFHS Network to record and broadcast games**



Partnerships for Success



PENCIL

ALIGNMENT
NASHVILLE



Nashville
Public Education
FOUNDATION

UNITED4HOPE



Hands On
NASHVILLE



conexión
a m é r i c a s

METRO NASHVILLE
PUBLIC SCHOOLS

School Nurses

- **Currently 69 out of 77 positions filled**
- **Except for Harris-Hillman, most nurses work 2-3 schools**
- **Procedure-driven nursing program**

Nurses for Every School

- **Proposed hiring of an additional 72 nurses and 3 supervisors**
- **Requesting unobligated CARES Act funding from Metro Nashville to create a nurse position for every school**
- **MNPS would have to cover January – June and beyond through Metro Schools-specific CARES Act funding or general fund appropriations**

Student Technology Update



COMPUTERS

44,800 devices deployed

- 65% of students requested and received a device
- 13,000 more than initial needs identified
- 660 imaged and ready to deploy when requested



HOTSPOTS

17,000 Received

12,741 Deployed

Employee Laptops

- **MNPS has filled all needs identified by schools for student laptops**
- **Some teachers' machines are struggling to keep up with the demands of online learning**
- **Our technology plans are typically for 1/3 replacements per year**
- **Accelerating deployment of new laptops for each teacher this year**
 - Purchase orders placed for 7,000 teacher devices
 - Using \$6.9 million in capital funding already approved for technology
 - Seeking to use excess Mayor's CARES Act funding to supplement
 - Computers should start arriving by next week, prioritizing oldest or malfunctioning laptops for replacement first.
 - Redeploying newer teacher devices for instructional support employees (e.g. paraprofessionals, 1:1 supports)

Thank You!



Amy Frogge
2012-2020



Jill Speering
2012-2020

**Metropolitan Nashville Public Schools
Sales Tax Collections
As of August 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	19,831,331.60	(\$3,675,923.80)	-18.54%	-7.57%
TOTAL	\$261,130,500.00	\$242,743,132.72	(\$18,387,367.28)		-7.57%

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	5,118,984.47	(\$998,668.00)	-19.51%	90.24%
TOTAL	\$67,404,600.00	\$62,658,340.43	(\$4,746,259.57)		-7.57%