



## AMENDED AGENDA

METROPOLITAN BOARD OF PUBLIC EDUCATION

2601 Bransford Avenue, Nashville, TN 37204

Regular Meeting – April 23, 2019 – 5:00 p.m.

**Sharon Dixon Gentry, EdD, Chair**

### I. CONVENE and ACTION

- A. Call to Order
- B. Pledge of Allegiance
- C. Quorum Validation
- D. Adoption of the Agenda

### II. AWARDS AND RECOGNITIONS

- A. Tennessee Principals Association
  - a. Dr. Kevin Armstrong – Dupont-Hadley Middle School
  - b. Tara Loba – Andrew Jackson Elementary School
- B. Nashville Urban Debate League
  - East Nashville Magnet High School
  - LEAD Academy
  - Glencliff High School
  - McGavock High School
  - Hillwood High School
  - MLK Magnet High School
  - Hume Fogg Magnet High School
  - Pearl-Cohn Entertainment Magnet High School
  - Hunters Lane High School
  - White Creeks High School
  - John Overton High School

### III.

#### GOVERNANCE ISSUES- OUR ORGANIZATION

- A. Actions
  - 1. Consent
    - a. Approval of Minutes – 2/26/2019, 3/5/2019 and 3/26/2019
    - b. Recommended Award of Contract for Energy Conservation Consulting Services – SitelogIQ, Inc.
    - c. Recommended Award of Contract for Cooling Tower Replacement at Apollo Middle School - Williams Mechanical LLC
    - d. Recommended Award of Contract for Cooling Tower Replacement at Meigs Magnet Middle School - Williams Mechanical LLC
    - e. Recommended Award of Contract for Stadium and Track Improvements at Maplewood High School – Carter Group, LLC
    - f. Recommended Approval of Request #1 for Large Scope Projects at Various Facilities (Administration Building Window Replacement for Purchasing and Nutrition Services Areas) – Orion Building Corporation

g. Awarding of Purchases and Contracts

1. Brookwood Farms, Inc.
2. Cargill Kitchen Solutions, Inc.
3. CDW-G
4. Chinese Food Solutions, Inc. dba Asian Food Solutions
5. Dell Marketing LP
6. Education Networks of America (ENA)
7. Goodman Food Products, Inc. dba Don Lee Farms
8. Help Desk Technology
9. Houghton Mifflin Harcourt Publishing Company
10. Jennie-O Turkey Store Sales, LLC
11. Land O Lakes, Inc.
12. M.C.I. Foods, Inc.
13. Michael Foods, Inc.
14. Motorola Solutions, Inc.
15. Out of the Shell, LLC dba Yangs 5th Taste
16. Paradigm Shift, LLP
17. Pilgrim's Pride Corporation
18. Smucker FoodService, Inc.
19. Tasty Brands
20. Teachstone Training LLC
21. TEKsystems, Inc.
22. TNTP, Inc.
23. Trident Seafood Corporation
24. Tyson Foods, Inc.

h. Educators Eligible for Tenure List

2. Recommended Approval of Lease Agreement with Nashville Classical Charter School for use of The Bailey Middle School Building
3. Interim Director of Schools Contract

IV. DIRECTOR'S REPORT

**A. MAP Update**

V. UNFINISHED BUSINESS – OUR ORGANIZATION

A.

PENDING TOPICS

- VI. A. Full Board
- B. Committee

VII. ANNOUNCEMENTS

VIII. WRITTEN INFORMATION TO THE BOARD

- A. Sales Tax Collections as of April 20, 2019**
- B. Fiscal Year 2018-2019 Operating Budget Financial Reports

IX. ADJOURNMENT

## **METROPOLITAN BOARD OF PUBLIC EDUCATION MEETING – February 26, 2019**

Members present – Sharon Gentry (Chair), Will Pinkston, Christiane Buggs (Vice-chair), Fran Bush, Gini Pupo-Walker, Shawn Joseph

Members absent - Rachael Anne Elrod, Jill Speering, Anna Shepherd, Amy Frogge

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

### **CONVENE and ACTION**

- A. Call to Order  
Dr. Gentry called the meeting to order.
- B. Pledge of Allegiance  
Led by Ronnie?
- C. Quorum Validation  
There was a quorum present at the meeting.
- D. Adoption of the Agenda

Ms. Bush asked to move Item 2 – HR Report to Unfinished Business.

**Motion to adopt the agenda with changes.**

**Motion by Mr. Pinkston, seconded Ms. Buggs**

**Final Resolution: Motion Passes**

**Yes: Sharon Gentry, Will Pinkston, Christiane Buggs, Fran Bush, Gini Pupo-Walker**

### **COMMITTEE REPORT**

- A. Ms. Buggs gave a brief Advocacy Meeting report.

### **GOVERNANCE ISSUES**

- A. Consent
  - 1. Consent
    - a. Recommended Approval of Request #1 for Large Scope Projects at Various Schools (Hunters Lane High School Auditorium Lighting Renovation) – Orion Building Corporation
    - b. Recommended Approval of Request #2 for Large Scope Projects at Various Schools (McGavock High School Exterior Stucco Panel Work) – Orion Building Corporation
    - c. Recommended Approval of Request #1 for Purchase of Flooring Products (Hillsboro High School Additions & Renovations) – Mannington Commercial

- d. Recommended Approval of Request #1 for Masonry Repairs (East Nashville Magnet High School Building B) – WASCO, Inc.
- e. Recommended Approval of Request #1 for Cooling Tower Replacement (Meigs Middle Magnet School) – REA, Inc.
- f. Recommended Approval of Request #2 for Cooling Tower Replacement (Whites Creek High School) – REA, Inc.
- g. Recommended Approval of Request #4 for Small Scope Projects at Various Schools (Antioch Middle School Football Field) – Bomar Construction Company
- h. Recommended Approval of Request #1 for Chiller Replacement (Whites Creek High School) – Trane
- i. Awarding of Purchases and Contracts
  - 1. A-Action Air, HVAC, Inc.
  - 2. Advanced Mechanical Contractors, Inc.
  - 3. American Logistics Company, LLC
  - 4. Barnes & Noble
  - 5. Bernhard MCC
  - 6. BryMak & Associates
  - 7. Daikin Applied
  - 8. Dell Marketing LP
  - 9. Demand Mechanical
  - 10. Liberty HVAC & Energy Services
  - 11. McGraw-Hill School Education, LLC
  - 12. Mechanical Resource Group, LLC (2 contracts)
  - 13. Mobile Fixture & Equipment Co.
  - 14. REA Controls, Inc.
  - 15. Sims Strategic Diversity Consultants
  - 16. Southern Heating & Cooling, Inc.
  - 17. Specialized Education of Tennessee, Inc.
  - 18. The Band Hall Inc.
  - 19. Total Mechanical Solutions
  - 20. Trane
  - 21. TriStar Mechanical, LLC
  - 22. Voyager Sopris Learning, Inc.
  - 23. Walker-J-Walker, Inc.
- j. Legal Settlement C-38453 (\$8,000)
- k. Legal Settlement C-37782 (\$40,000)

Ms. Buggs read the consent.

**Motion to approve the consent agenda.**

**Motion by Christiane Buggs, second by Will Pinkston**

**Final Resolution: Motion Passes**

**Yes: Will Pinkston, Christiane Buggs, Fran Bush, Sharon Gentry, Christiane Buggs**

**ANNOUNCEMENTS**

- A. Ms. Pupo-Walker announced that for Read Across America Week she would be reading at several schools.
- B. Ms. Buggs announced that she would be hosting a Community Meeting at Stratford High School on February 28<sup>th</sup>.
- C. Ms. Bush announced that she read at Paragon Mills Elementary School for Read Across America Week.
- D. Ms. Bush recognized Ashely Wiley for being Teacher of Year at Paragon Mills Elementary School.

**WRITTEN INFORMATION TO THE BOARD**

- A. New Hire Report
- B. Sales Tax Collections as of February 20, 2019

**Ms. Pupo-Walker adjourned the meeting at 5:10 p.m.**



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Chris M. Henson  
Board Secretary

Sharon Gentry      Date  
Board Chair

## **METROPOLITAN BOARD OF PUBLIC EDUCATION MEETING – March 5, 2019**

**Members present** –Rachael Anne Elrod, , Anna Shepherd, Christiane Buggs (Vice-chair), Fran Bush, Gini Pupo-Walker, Will Pinkston, Shawn Joseph

**Members absent** –Sharon Gentry (Chair), Jill Speering

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

### **CONVENE and ACTION**

- A. Call to Order  
Ms. Buggs called the meeting to order.
- B. Pledge of Allegiance  
Led by Brad Rayson, SEIU.
- C. Quorum Validation  
There was a quorum present at the meeting.
- D. Adoption of the Agenda

**Motion to accept the agenda as printed.**

**Motion by Ms. Shepherd, seconded Mr. Pinkston**

**Final Resolution: Motion Passes**

**Yes: Rachael Anne Elrod, Anna Shepherd, Christiane Buggs, Fran Bush, Gini Pupo-Walker, Amy Frogge, Will Pinkston**

### **AND THE GOOD NEW IS...**

- A. Bellevue Middle School band performed the "The Wanderer, " by Dan Moore prior to the Board Meeting.
- B. Creswell Middle School of the Arts displayed Art Work during the Board meeting.

## **PUBLIC PARTICIPATION**

- A. Kathryn Pratt – Ms. Pratt addressed the Board concerning providing more support to schools to support SEL within the district.
- B. Sheleta Allen – Ms. Allen addressed the Board concerning teacher needs within the district.
- C. Melinda Willingham – Dr. Willingham addressed the Board concerning violent behavior within the district and SEL within the district.
- D. Theresa Wagner – Ms. Wagner addressed the Board concerning supporting teachers and providing the needed resources and pay.
- E. Brooke Huppenthal – Ms. Huppenthal addressed the Board concerning helping MNPS excel.
- F. Amanda Kail – Ms. Kail addressed the Board and requested a teacher raise of 17%.
- G. Jenny Petschulat – Ms. Petschulat addressed the Board concerning aggressively Funding MNPS and providing a living wage for all teachers.
- H. Nina Stroud – Ms. Stroud addressed the Board concerning the underfunding of the district and its effects. She asked the Board to give employees a raise.
- I. Honey Russell – Ms. Russell addressed the Board concerning the underfunding of the district and its effects. She asked the Board to fund the district and give employees a raise.
- J. James Brown – Mr. Brown addressed the Board concerning the underfunding of the district and its effects. He asked the Board to fund the district and give employees a raise.
- K. Sherrie Martin – Ms. Martin addressed the Board concerning problems within the district and asked the Board to provide teachers raises.
- L. Susan Norwood – Ms. Norwood addressed the Board concerning teacher pay and asked the Board to give teachers a raise.
- M. Laura Leonard – Ms. Leonard addressed the Board concerning teacher raises.
- N. Kathryn Green – Ms. Green addressed the Board concerning teacher raises.
- O. Michelle Sherriff – Ms. Sheriff addressed the Board concerning teacher raises and the Compensation Committee Recommendations.
- P. Kelly Watlington – Ms. Watlington addressed the Board concerning teacher raises.
- Q. Lucy Jenkins – Ms. Jenkins addressed the Board concerning teacher pay.
- R. Brad Rayson – Ms. Rayson addressed the Board concerning SEIU experience with Dr. Joseph and the operating budget.
- S. Bill Durkin – Mr. Durkin addressed the Board concerning morale within the district.

## **DIRECTOR'S REPORT**

- A. Dr. Joseph read a statement concerning his tenure with MNPS.

## **BOARD CHAIRMAN'S REPORT**

- A. Dr. Gentry gave comments concerning Dr. Joseph's tenure with MNPS.
- B. Dr. Gentry gave a brief Board Chair's report.

## **GOVERNANCE ISSUES**

- A. Consent

1. Consent
  - a. Recommended Approval of Supplement #3 for McMurray Middle School Additions and Renovations – HMK Architects PLLC
  - b. Recommended Approval of Request #3 for Large Scope Projects at Various Schools (Hume-Fogg Magnet High School Skylight Replacement) – Orion Building Corporation
  - c. Recommended Approval of Request #4 for Large Scope Projects at Various Schools (Donelson Middle School Deferred Access Upgrades) – Orion Building Corporation
  - d. Recommended Approval of Request #5 for Large Scope Projects at Various Schools (Martin Luther King, Jr. Magnet High School Exterior Lighting) – Orion Building Corporation
  - e. Awarding of Purchases and Contracts
    1. CDW-G
    2. Dell Marketing LP
    3. DreamBox Learning, Inc.
    4. Ed’s Supply Company, Inc.
    5. Global Payments, Inc. dba Heartland School Solutions (2 contracts)
    6. Greenwood Publishing LLC dba Heinemann
    7. Personal Computer Systems Inc.

Ms. Pupo-Walker read the consent.

**Motion to approve the consent agenda.**

**Motion by Anna Shepherd, second by Will Pinkston**

**Final Resolution: Motion Passes**

**Yes: Rachael Anne Elrod, Anna Shepherd, Christiane Buggs, Fran Bush, Amy Frogge, Will Pinkston**

**ANNOUNCEMENTS**

- A. Ms. Pupo-Walker announced that she visited five schools for Read Me Week. She also announced that the Week of March 4 was School Social Worker Week.
- B. Mr. Pinkston announced that the Board Office will be researching the Board Budget to see if there are funds available to help the Board advocate for the budget.
- C. Ms. Shepherd announced that the Northeast Quadrant community meeting on the budget will be held at McGavock High School on March 18<sup>th</sup> at 6:00 p.m.



- D. Ms. Shepherd announced that the The Arts are celebrated in the month of March. She congratulated all of the art departments and students within MNPS. She also thanked Music Makes Us for all of their support of MNPS.
- E. Ms. Elrod announced the upcoming SouthWest Quadrant meetings at March 7<sup>th</sup> and March 21<sup>st</sup>.
- F. Ms. Bush announced that the Southeast Quadrant would have a meeting on the budget on March 30<sup>th</sup> at 9:30 a.m. at Cane Ridge High School.
- G. Ms. Buggs announced that she has been hosting Community Meeting within the district and asked the community to support the meetings. The next meeting will be held March 7<sup>th</sup> at Napier and also a Quadrant meeting at Carter Lawrence on March 26<sup>th</sup>.

**Ms. Buggs adjourned the meeting at 6:09 p.m.**



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Chris M. Henson  
Board Secretary

Sharon Gentry      Date  
Board Chair

## **METROPOLITAN BOARD OF PUBLIC EDUCATION MEETING – March 26, 2019**

**Members present** – Sharon Gentry (Chair), Rachael Anne Elrod, Jill Speering, Anna Shepherd, Christiane Buggs (Vice-chair), Fran Bush, Gini Pupo-Walker, Shawn Joseph

**Members absent** – Will Pinkston

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

### **CONVENE and ACTION**

- A. Call to Order  
Dr. Gentry called the meeting to order.
- B. Pledge of Allegiance  
Led by ? Buggs
- C. Quorum Validation  
There was a quorum present at the meeting.
- D. Adoption of the Agenda

**Ms. Elrod pulled Item A-1-(16)-Teacher for America Contract.**

Ms. Speering asked that the Board enter into Executive Session after the adjournment of the Board Meeting.

**Motion to accept the agenda with the changes.**

**Motion by Ms. Shepherd, seconded Ms. Buggs**

**Final Resolution: Motion Passes**

**Yes: Sharon Gentry, Rachael Anne Elrod, Anna Shepherd, Christiane Buggs, Fran Bush, Gini Pupo-Walker, Amy Frogge, Jill Speering**

### **DIRECTOR'S REPORT**

- A. Dr. Joseph read a statement concerning his tenure with MNPS.

### **BOARD CHAIRMAN'S REPORT**

- A. Dr. Gentry gave comments concerning Dr. Joseph's tenure with MNPS.
- B. Dr. Gentry gave a brief Board Chair's report.

## **GOVERNANCE ISSUES**

### A. Consent

1. Consent
  - a. Recommended Approval of Change Order #8 for Martin Luther King, Jr. Magnet School Additions and Renovations – American Constructors, Inc.
  - b. Recommended Approval of Supplement #3 for Martin Luther King, Jr. Magnet High School Additions and Renovations Phase II – Bauer Askew Architecture PLLC
  - c. Recommended Approval of Request #1 for Large Scope Projects at Various Schools (Hume- Fogg Magnet High School Skylight Replacement) – Southland Constructors, Inc.
  - d. Recommended Award of Contract for HVAC Renovations for Taylor Stratton Elementary School – Demand Mechanical
  - e. Awarding of Purchases and Contracts
    1. Apple Inc.
    2. Bernhard MCC
    3. Catapult Learning, LLC
    4. Edgenuity, Inc.
    5. Jigsaw Learning LLC dba TeachTown
    6. Learn IT Systems, LLC
    7. Lee Company
    8. Lipscomb University
    9. Michael & Susan Dell Foundation (MSDF)
    10. National Institute for Excellence in Teaching
    11. Personal Computer Systems Inc.
    12. Public Consulting Group (PCG), Inc.
    13. Snider Fleet Solutions
    14. Specially Designed Education Services
    15. STARS Nashville (Students Taking A Right Stand)
    16. ~~Teach for America, Inc.~~
    17. Vanderbilt University

Ms. Buggs read the consent.

**Motion to approve the consent agenda.**

**Motion by Christiane Buggs, second by Anna Shepherd.**

**Final Resolution: Motion Passes**

**Yes: Rachael Anne Elrod, Jill Speering, Anna Shepherd, Christiane Buggs, Fran Bush, Amy Frogge, Sharon Gentry**

**Motion to approve Item A-1-(16)-Teacher for America Contract with the inclusion of the negotiated terms.**

**Motion by Christiane Buggs, second by Ms. Shepherd.**

**Motion Passes**

**Yes: Sharon Gentry, Rachael Anne Elrod, Jill**

**Speering, Anna Shepherd, Christiane Buggs, Fran Bush, Amy Frogge.**

**ANNOUNCEMENTS**

- A. Ms. Shepherd announced that the McGavock Coalition had a successful fundraising banquet and brought in over \$8,000.
- B. Ms. Shepherd thanked the community and staff for their support of the Northeast Quadrant community meeting on the budget. And also thanked the community and staff of their support of the overall budget process.
- C. Ms. Shepherd made notice that she would like to have discussion around the Director of Schools contract at the April 9<sup>th</sup> Board Meeting.
- D. Ms. Bush announced that the Southeast Easter Egg Hunt would be held on April 13<sup>th</sup> at the Southeast Antioch Community Center.
- E. Ms. Buggs announced that Warner Elementary would be holding their Career Day on March 26<sup>th</sup>.
- F. Ms. Buggs announced that she attended the Mayor’s Youth Council.

**WRITTEN INFORMATION TO THE BOARD**

- A. New Hire Report
- B. Sales Tax Collections as of March 20, 2019

**Ms. Buggs adjourned the meeting at 6:00 p.m.**



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Chris M. Henson  
Board Secretary

Sharon Gentry      Date  
Board Chair

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. RECOMMENDED AWARD OF CONTRACT FOR ENERGY CONSERVATION CONSULTING SERVICES – SITELOGIQ, INC.

We are requesting a contract with SitelogIQ, Inc., to perform a district-wide Energy Conservation Assessment to determine potential energy savings available through a behavioral modification program.

Compensation is hourly, not to exceed \$150,000.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: Various funds used depending on project

DATE: April 23, 2019

c. RECOMMENDED AWARD OF CONTRACT FOR COOLING TOWER REPLACEMENT AT APOLLO MIDDLE SCHOOL – WILLIAMS MECHANICAL LLC

Bid Date: April 4, 2019

Bid Time: 10:30 AM

Engineer: OLG Engineering, Inc.

Bidder:	Base Bid:
Williams Mechanical LLC	\$57,500.
Demand Mechanical	Bid Rejected

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45119.80406119

DATE: April 23, 2019

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. RECOMMENDED AWARD OF CONTRACT FOR COOLING TOWER REPLACEMENT AT MEIGS  
MAGNET MIDDLE SCHOOL– WILLIAMS MECHANICAL LLC

Bid Date: April 4, 2019  
Bid Time: 10:30 AM  
Engineer: OLG Engineering, Inc.

Bidder:	Base Bid:
Williams Mechanical LLC	\$68,750.
Demand Mechanical	Bid Rejected
Anderson Piping Company, Inc.	\$79,840.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45119.80406119

DATE: April 23, 2019

e. RECOMMENDED AWARD OF CONTRACT FOR STADIUM AND TRACK IMPROVEMENTS AT  
MAPLEWOOD HIGH SCHOOL- CARTER GROUP LLC

Bid Date: April 18, 2019  
Bid Time: 2:00 PM  
Architect: Barge Cauthen and Associates

Bidder:	Base Bid:
Carter Group, LLC	\$922,840.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45119.80412119

DATE: April 23, 2019

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

f. RECOMMENDED APPROVAL OF REQUEST #1 FOR LARGE SCOPE PROJECTS AT VARIOUS FACILITIES (ADMINISTRATION BUILDING WINDOW REPLACEMENT FOR PURCHASING AND NUTRITION SERVICES AREAS) – ORION BUILDING CORPORATION

We are requesting approval to issue a purchase order for Window Replacement for Purchasing and Nutrition Services at the Administration Building in the amount of \$44,376.

It is recommended that this request be approved.

Legality approved by Metro Department of Law.

FUNDING: 45119.80402119

DATE: April 23, 2019

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(1) VENDOR: Brookwood Farms, Inc.

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$26,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-00788-00

SOURCE OF FUNDS: Nutrition Services Fund



GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(2) VENDOR: Cargill Kitchen Solutions, Inc.

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$121,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-654876-01

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(3) VENDOR: CDW-G

SERVICE/GOODS (SOW): To purchase twenty-eight (28) projector kits, mounts, and cables.

SOURCING METHOD: Sourcewell Cooperative

TERM: Immediate purchase

FOR WHOM: Hillsboro High School

COMPENSATION: Total compensation under this purchase will not exceed \$32,395.19.

OVERSIGHT: Technology & Information Services

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Sourcewell # 100614-CDW

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(4) VENDOR: Chinese Food Solutions, Inc. dba Asian Food Solutions

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$330,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-00787-00

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(5) VENDOR: Dell Marketing LP

SERVICE/GOODS (SOW): To purchase thirty (30) Dell Latitude 3380 series computers.

SOURCING METHOD: Metro Government Contract

TERM Immediate Purchase

FOR WHOM: Students at Glenclyff High School

COMPENSATION: Total compensation under this purchase will not exceed \$25,718.40.

OVERSIGHT: Technology & Information Services

EVALUATION: Quality of products and timeliness delivery.

MBPE CONTRACT NUMBER: Metro Government Contract #355070

SOURCE OF FUNDS: Federal Funds- Perkins/CTE

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(6) VENDOR: Education Networks of America (ENA)

SERVICE/GOODS (SOW): The provision of additional line items to the contract: Installation and configuration fee, ENA SmartVoice Essential, ENA SmartVoice Enhanced, ENA SmartVoice Executive, ENA SmartVoice Mobile, and ENA SmartVoice PlusMobile products. It also adds add-on services for SmartFax to email, voicemail transcription, and hosted call recording.

These are new products and services that are now available. The contract value, however, will not increase.

SOURCING METHOD: Amendment to Board Approved Contract

TERM: April 24, 2019 through June 30, 2021

FOR WHOM: Technology & Information Services

COMPENSATION: New items added, but no additional increase in contract value.

Total compensation under this contract is not to exceed \$30,850,000.

OVERSIGHT: Technology & Information Services

EVALUATION: Quality of services provided and customer support response time.

MBPE CONTRACT NUMBER: 2-225071-08

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(7) VENDOR: Goodman Food Products, Inc. dba Don Lee Farms

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$41,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-188021-02

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(8) VENDOR: Help Desk Technology

SERVICE/GOODS (SOW): Amendment #1 to extend the contract term through February 28, 2022 and increase the total compensation by \$75,000. Contract is for the subscription to the ServicePRO software assurance plan.

SOURCING METHOD: Amendment to Board Approved Contract

TERM: April 24, 2019 through February 28, 2022

FOR WHOM: Technology & Information Services

COMPENSATION: Amendment #1 adds an additional \$75,000 to the contract.

Total compensation under this contract is not to exceed \$174,000.

OVERSIGHT: Technology & Information Services

EVALUATION: Quality of services provided and customer support response time.

MBPE CONTRACT NUMBER: 2-451752-01A1

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(9) VENDOR: Houghton Mifflin Harcourt Publishing Company

SERVICE/GOODS (SOW): Contractor to provide Read 180 Universal Tier II, Tier III, and Special Education literacy intervention curriculum in grade bands 7-12; System 44 Next Generation Tier III and Special Education literacy intervention curriculum in grade bands 3-12; and Do the Math/Do the Math Now! Tier II math intervention curriculum in grade bands 1-12. Intervention curriculum to include all associated subscriptions/licenses, materials, and/or professional development training.

SOURCING METHOD: RFP 19-4

TERM: April 24, 2019 through April 23, 2024

FOR WHOM: All MNPS Schools

COMPENSATION: Contractor shall be paid in accordance with Attachment C – Pricing.

Total compensation under this contract is not to exceed \$300,000.

OVERSIGHT: Exceptional Education and Curriculum & Instruction

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

MBPE CONTRACT NUMBER: 2-227430-05

SOURCE OF FUNDS: Various



GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(10) VENDOR: Jennie-O Turkey Store Sales, LLC

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$190,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-654870-02

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(11) VENDOR: Land O Lakes, Inc.

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$128,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-646640-03

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(12) VENDOR: M.C.I. Foods, Inc.

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$86,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-293261-01

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(13) VENDOR: Michael Foods, Inc.

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$47,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-656212-02

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(14) VENDOR: Motorola Solutions, Inc.

SERVICE/GOODS (SOW): For the purchase and installation of nine (9) MCC 7100 dispatch consoles, one conventional site controller, one cam server, two network switches, and console licenses. One Nice IP Logger and console training for dispatchers.

SOURCING METHOD: State of Tennessee RFQ 32-101-14101

TERM Immediate purchase

FOR WHOM: Transportation and Security

COMPENSATION: Total compensation under this contract will not exceed \$628,726.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: State of Tennessee contract SWC 418

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(15) VENDOR: Out of the Shell, LLC dba Yangs 5<sup>th</sup> Taste

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$170,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-301451-01

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(16) VENDOR: Paradigm Shift, LLP

SERVICE/GOODS (SOW): Contractor will serve as a GEAR UP partner by providing kickoff events, summer programming, professional development, and keynote addresses for the GEAR UP program.

SOURCING METHOD: Noncompetitive proposal authorized by Federal awarding agency

TERM: April 24, 2019 through September 30, 2020

FOR WHOM: Antioch Middle School  
Apollo Middle School  
Gra-Mar Middle School  
Jere Baxter Middle School  
John Early Museum Magnet Middle School  
Margaret Allen Middle School  
McMurray Middle School  
McKissack Middle School  
Stratford STEM Magnet School Lower Campus  
Wright Middle School

COMPENSATION: Gold Package: \$9,500 per school.

Total compensation under this contract is not to exceed \$95,000.

OVERSIGHT: Federal Programs

EVALUATION: Based on the adherence to the scope of work and the quality of services provided.

MBPE CONTRACT NUMBER: 2-385313-00

SOURCE OF FUNDS: Federal GEAR UP MNPS Partnership Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(17) VENDOR: Pilgrim's Pride Corporation

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$590,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-471806-03

SOURCE OF FUNDS: Nutrition Services Fund



GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(18) VENDOR: Smucker FoodService, Inc.

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$365,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-313107-01

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(19) VENDOR: Tasty Brands

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$88,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-00789-00

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(20) VENDOR: Teachstone Training, LLC

SERVICE/GOODS (SOW): Amendment #4 to extend the contract term to July 31, 2022 and increase the contract value by \$33,980 to cover the provision of Pre-K Affiliate Observation Training Participant Packages and any additional CLASS (Classroom Assessment Scoring System) products and services. Contract is for individual and "Train the Trainer" professional development for Contractor's CLASS products and services around assessment and intervention in Pre-K classrooms.

SOURCING METHOD: Amendment to Board Approved Contract

TERM: April 24, 2019 through July 31, 2022

FOR WHOM: MNPS Pre-K students, staff, and teachers

COMPENSATION: Amendment #4 adds an additional \$33,980 to the contract. Contractor shall be paid in accordance with Attachment E pricing.

Total compensation under this contract is not to exceed \$217,290.

OVERSIGHT: Federal Programs

EVALUATION: Quality of products and services.

MBPE CONTRACT NUMBER: 2-866218-03A4

SOURCE OF FUNDS: Federal – Pre-K Expansion Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(21) VENDOR: TEKsystems, Inc.

SERVICE/GOODS (SOW): This purchase is for a contract website developer to assist with maintaining the various MNPS public websites. The developer that was performing this function resigned, and this contractor will provide services until a replacement can be found.

SOURCING METHOD: Metro Government Contract 349548

TERM: April 26, 2019 through June 30, 2019

FOR WHOM: Technology & Information Services

COMPENSATION: Total compensation under this purchase will not exceed \$33,000.

OVERSIGHT: Technology & Information Services

EVALUATION: Quality and timeliness of the services provided.

MBPE CONTRACT NUMBER: Metro Government Contract #349548

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(22) VENDOR: TNTP, Inc.

SERVICE/GOODS (SOW): Contractor to provide literacy coaching to teachers, school-based Literacy Teacher Development Specialists (LTDSs), and network literacy specialists within the Schools of Innovation. The coaching collaborative will involve school-based weekly coaching sessions, collaborative planning support, job-embedded coaching and feedback loops for leadership teams, monthly Professional Learning Communities (PLCs), and regular communication and progress reporting with Schools of Innovation leadership.

SOURCING METHOD: RFP 19-43

TERM: April 24, 2019 through September 30, 2020

FOR WHOM: Schools of Innovation

COMPENSATION: Contractor shall be paid in accordance with Attachment C – Pricing.

Total compensation under this contract is not to exceed \$480,000.

OVERSIGHT: Federal Programs and Schools of Innovation

EVALUATION: Schools of Innovation will monitor Contractor's performance of service in alignment with the anticipated outcomes and outcome measurements as detailed in the RFP requirements.

MBPE CONTRACT NUMBER: 2-650991-05

SOURCE OF FUNDS: Federal – State Priority Schools Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(23) VENDOR: Trident Seafood Corporation

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$194,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-00791-00

SOURCE OF FUNDS: Nutrition Services Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(24) VENDOR: Tyson Foods, Inc.

SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.) donated raw commodities into a final end product for use in the food service programs of Metropolitan Nashville Public Schools (MNPS).

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

Total compensation under this contract is not to exceed \$1,020,000.

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-459138-03

SOURCE OF FUNDS: Nutrition Services Fund

## Educators Eligible for Tenure Pending Board of Education Approval

April 23, 2019

Educators are eligible for tenure in Tennessee when they have completed a probationary period of 5 years (45 months) within a seven year period and have received a TEAM evaluation composite score (overall Level of Effectiveness score) of 4 (above expectations) or 5 (significantly above expectations) for the last two years of the probationary period as a non-tenured teacher (Tennessee Code Annotated 49-5-503). As well, educators are eligible for tenure re-instatement when they have served a two-year probationary term after moving from tenured status to probationary status.

We are pleased to present the following 61 educators who meet eligibility requirements to receive tenure in Metro Nashville Public Schools. Educators are listed with their teaching license number. We commend them for their outstanding performance in the classroom and commitment to our district.

ABERNATHY DENTON, ASHLEY BROOKE (220317)	MCKINNEY, ROBERT ALLEN (595301)
ADWATERS, TIFFANY ANDREA (608083)	MILLER, DEBORAH LYNN (527845)
ALUOCH, GRACE (515960)	MODESITT, TAYLOR BEAULIEU (592328)
BAGSBY, CHASITY DIANE (257250)	MOLLOY, ANDREW MURRAH (610865)
BELL, MARILYN LOUISE (187841)	NAGLIERI, ANGELA MARKEEN (611546)
BIEDERSTADT, EMILY JOYE (589256)	NETTLES, JOSEPH A (579298)
BIGELOW, EMILY C (171282)	NICHOLSON, ILA MAE (544650)
BORDEN, ANGELICA GAYLE (602115)	OATLEY, MARY KNOX (591623)
BRAGER, BRANDON SETH (599027)	ODEN, DEIRDRE JANETTE (246158)
BROWN, DARLING Q (568093)	PETERS, ALICIA FAYE (604607)
BULBULKAYA, KELLY RAE YORK (596829)	RANSOM, LAKENYA SHANTEL (536075)
CARTER, CHARISSE (575309)	REED, TJUANA O (264179)
CAUDILL, CHRISTEN PAIGE (599146)	RUCKER, SARAH E (582157)
COLLINS, APRIL DIONNE (611931)	SMITH, JERIMY LEE (566938)
DAWS, KATHLEEN M (188206)	SUTTON-FIELDS, DANAYE MICHELE (562242)
DIMIC, SNJEZANA ANA (591851)	TALLEY, ANGIE (240059)
DRISCOLL, CHELSEY ELANE (594745)	TAYLOR, CLAUDETTE (603694)
FINCH, DEEDRA (249369)	TOLLIVER, YVETTE (193933)
FRAZIER, MARY (182844)	WARPINSKI, LISA (611935)
GARRETT, ERIN SILAS (587397)	WILLIAMS, RICHAE ALICE (199799)
GOODMAN, CHASITIE SHARRON (547410)	WILSON, HELEN HOLZAPFEL (226476)
GRIFFIN, HALEY STONE (608693)	
HANSEN, ETHAN SCOTT DONALD (608113)	
HAYES, LEAH WALKER (598952)	
HERNANDEZ, NATALEE GRACE (579491)	
HERNANDEZ, WENDY ANN (607781)	
HOBGOOD, COURTNEY M (181332)	
HOGAN, ASHLEY E (502904)	
JAMESON, JORDAN LISA (573312)	
JOHNSON, LOQUISHA A (529611)	
JONES, ALISHA (609513)	
JONES, LINDSEY MARTIN (505241)	
KELLEY, JESSICA CARDEN (566496)	
KIMBLE, VALERIE (167691)	
LANDRUM, CURTIS, NEIL (640930)	
LEBLANC, ALFRED L (279215)	
LYELL, AUDREY BROOKE (193363)	
MAINS, KRISTINE MARIE (566744)	
MCGAUGH, REBECCA GAMBRILL (198853)	
MCGRUFF, CHERI H (237560)	



RECOMMENDED APPROVAL OF LEASE AGREEMENT WITH NASHVILLE CLASSICAL  
CHARTER SCHOOL FOR USE OF THE BAILEY MIDDLE SCHOOL BUILDING

It is requested that the Board of Education approve the Lease Agreement with Nashville Classical Charter School for use of 53,224 SF of the Bailey Middle School building on the first and second floors. Nashville Classical will pay monthly rent of \$28,829.67 for use of the facility (representing the first year with subsequent increases each year). The lease shall be for 10 years to run concurrent with Nashville Classical's charter.

It is recommended that this lease be approved.

Legality approved by Metro Department of Law.

FUNDING: n/a

DATE: April 23, 2019

**LEASE AGREEMENT**  
**BY AND BETWEEN**  
**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE**  
**METROPOLITAN BOARD OF PUBLIC EDUCATION**  
**AND**  
**Nashville Classical Inc.**

This **Lease Agreement** (“hereinafter Lease”), made and entered into by and between **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Nashville Board of Public Education** (hereinafter “Lessor” or “MNPS”), and **Nashville Classical Inc.** (hereinafter “Lessee”).

**Witnesseth:**

WHEREAS, Lessor is a public corporation created pursuant to T.C.A. §§ 7-1-101 et seq. and vested with the authority to Lease real property pursuant to Article 1, § 1.01 of the Metropolitan Charter and T.C.A. § 49-2-203 (b)(4); and

WHEREAS, Lessee is vested with the authority to enter into lease agreements for real property; and

WHEREAS, Lessee desires to lease from Lessor a portion of the real property commonly known as East Nashville Magnet Middle Prep, located at 2000 Greenwood Ave, Nashville, TN 37206 (the “Building”) for use as a charter school (hereinafter “the Permitted Use”). “The Premises” to be leased by Lessee shall consist of approximately 53,224 square feet of the Building, as depicted on the floorplan attached hereto as Attachment A, together with all improvements, fixtures and appurtenant rights thereto; and

WHEREAS, Lessor desires to lease Lessee the Premises for the Permitted Use, such use being in the best interests of the public school system and the community which the school system serves; and

WHEREAS, the Premises are not needed at present for use by the Lessor, but may be used at a later time.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged and for the mutual promises hereinafter set out, and subject to the conditions, limitations and for the rent or other consideration hereinafter established, Lessor lets and leases unto Lessee the Premises.

**SECTION 1. LEASE DOCUMENTS.**

This Lease is composed of the following documents:

- (a) This Lease, including annexes hereto, the originals of which shall be filed with the Metropolitan Clerk; and
- (b) Any duly authorized amendment signed by the parties hereto and filed with the Metropolitan Clerk.

**SECTION 2. CONFLICT OF DOCUMENTS.**

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- (a) Any properly executed amendment to this Lease (most recent with first priority),
- (b) This Lease.

**SECTION 3. TERM AND EXTENSION.**

This Lease shall commence on June 1, 2019 (the "Commencement Date") and end on June 20, 2023 (the "Initial Term"), at which time the leasehold, and all improvements thereon, shall revert to Metro Nashville Public Schools (MNPS) free and clear of all liens, claims, or encumbrances whatsoever. The provisions of Section 5(c) shall govern the refund of any unused portion of the Lease.

**SECTION 4. RIGHTS AND RESPONSIBILITIES.**

- (a) Lessor's Rights and Responsibilities. Lessor agrees to allow Lessee to use and occupy the Premises for the Permitted Use.
- (b) Lessee's Rights and Responsibilities. Lessee agrees to occupy and use the Premises as specified above and to pay rent as specified in Section 5.

**SECTION 5. RENT.**

- (a) Amounts. Commencing on June 1, 2019, and continuing throughout the first 12-month period of the Initial Term, Lessee agrees to pay Lessor as annual "Rent" for the use of the Premises the amount of **\$6.50** per square foot. The square footage to be utilized is indicated on Attachment A and totals approximately **53,224** square feet. Therefore, the monthly Rent will be **\$28,829.67 (\$345,956.00 per year)**. Rent shall include the cost of the provision of security, grounds maintenance, water, sewer, gas, electricity and custodial services provided by ABM, or the current contracted custodial provider for the Lessor. Lessee shall pay Rent to Lessor in monthly installments.

Subsequent Rent for years 2 thru 4 shall be calculated as follows:

2020-2021 \$7.72/SF/ Year or \$410,889.28 per year or \$34,240.77 per month.

2021-2022 \$8.75/SF/Year or \$465,710.00 per year or \$38,809.17 per month.

2022-2023 \$9.00/SF/Year or \$479,016.00 per year or \$39,918.00 per month (with a pro rata portion of the monthly amount for the final 20 days of the Initial Term).

Tenant improvements shall be at the cost of the Lessee, unless otherwise agreed to and incorporated in writing as part of the Lease, and approved in advance by the Lessor, such approval not to be unreasonably withheld, conditioned or delayed. Lessor shall have no obligation whatsoever to reimburse Lessee for any tenant improvement expenditures in the event that the Term expires or is totally or partially terminated.

- (b) Payment. Rent must be paid by the first day of each month, to the address specified in Section 19.
- (c) Refund. If Lessee occupies the Premises for less than the full Term of the Lease, any Rent paid for the Premises in advance shall be refunded on a pro rata basis less any costs actually incurred by MNPS related to the Lease.
- (d) Renewal: The Lease shall run with the dates for the Lessee's charter. In no case shall the Lease extend past the date of the Lessee's charter. At the end of the Initial Term, the Lessee shall have the option to extend the Initial Term for one renewal period of up to ten (10) years, to run concurrently with the charter extension of the Lessee, with the rent and other terms for such renewal period to be mutually agreed upon by the parties. Lessee shall exercise such option to extend the Initial Term by giving the Lessor not less than one hundred twenty (120) days written notice prior to the expiration of the Initial Term. The Initial Term together with any renewal period shall be referred to herein as the "Term."

**SECTION 6. DELINQUENT PAYMENTS: HANDLING CHARGES.**

All payments required of Lessee hereunder that are not paid within ten (10) days of the date such payment is due shall bear interest from the date due until paid at 5.5% per annum. Any balance carried into the next month will be assessed an additional 5.5% late charge. In no event, however, shall the charges permitted under this Section or elsewhere in this Lease, to the extent they are considered to be interest under law, exceed the maximum lawful rate of interest.

**SECTION 7. CONSIDERATION.**

Lessee, in consideration of this Lease, agrees:

- (a) To timely pay Rent when due hereunder; and,
- (b) To use and occupy the Premises for the Permitted Use only, and for no other object or purpose without the prior written consent of Lessor, and to not use the Premises for any illegal or harmful purpose.

**SECTION 8. LESSOR/LESSEE ADA, MAINTENANCE AND UTILITIES OBLIGATIONS.**

- (a) Lessor's Obligations. Lessor's obligations include the replacement of major building system components and their capital repairs. "Major building systems" include, but are not limited to: the Building's roof, from roof deck upward; the foundation system below grade; structural members of exterior walls exclusive of finish material and the roof structure; HVAC system components including but not limited to chillers, condensing units, air cooled condensing towers, pumps and other components required to facilitate the operations of the HVAC system; the

plumbing system including but not limited to the boiler, back flow preventers and pressure reducing valves; and exterior glazing system. The Lessor shall employ its Preventative Maintenance Manager to inspect such components, and Lessee shall allow access to the Preventive Maintenance Manager or his/her designee to inspect such components from time to time to assist in proper evaluation and repair of components to assure their longevity is realized. Cost for replacement of major systems as described above shall be shared between the Lessee and the Lessor, and both parties shall cooperate in good faith regarding the timing and logistics of such repairs. Lessee's portion of such cost ("Lessee's Repair Cost") shall equal the repair cost per SF multiplied by 53,224 multiplied by 40% multiplied by a fraction representing the remaining portion of the Term. Lessor's portion of the cost shall equal the total repair cost less Lessee's Repair Cost. Lessor shall not be responsible for (1) any such replacement or major repairs until Lessee notifies Lessor of the need therefore in writing within 2 days of Lessee's reasonable determination of the need for such repair; or (2) damage or need for repair caused by any acts or omissions by Lessee, its agents, employees or invitees. The Building's structure does not include Lessee improvements or attached fixtures including but not limited to light fixtures, water fountains and fixed shelving, all of which shall be maintained by Lessee. Lessor's obligation for any defects, repairs, replacement or maintenance for which Lessor is specifically responsible under this Lease shall be limited to the cost of performing the work (including the costs of materials).

- (b) Custodial Services: Custodial services shall be provided by the vendor of MNPS, currently ABM.
- (c) Refuse Collection: Refuse collection shall be provided by the vendor of MNPS, currently Republic.
- (d) Utilities. Utility costs are the responsibility of Lessor and are covered in the basic Rent per square foot.
- (e) Maintenance Obligations. Lessee's obligations include routine maintenance of the Premises, including its facilities, HVAC, plumbing, electrical systems, and structure. Lessee agrees to not cause damage to the Premises. Lessee further agrees that on the date this Lease terminates, for any reason whatsoever, the Premises will be left in a clean and sanitary condition, which is in the same condition as Lessee received the Premises on the Commencement Date, excepting ordinary wear and tear. Lessor shall provide and pay for custodial services and supplies to clean and keep sanitary the Premises for the Term of this Lease. Lessee shall obtain and pay for its own telephone service, computer cabling, and equipment. Lessor hereby agrees to leave all existing low voltage wiring located in the Building for Lessee's use where possible. Any low voltage cabling maintenance changes or improvements must follow the MNPS low voltage standard (most current version). This document is available on the MNPS website under the IT department. Lessor shall obtain and pay for refuse collection as part of the Lease as well as grounds maintenance.
- (f) Americans with Disabilities Act ("ADA"), Building, Fire, and Zoning Codes and Regulations. The Premises shall be delivered to the Lessee in its "AS IS" condition, no warranties or representations having been made by Lessor (except as otherwise expressly set forth herein). Lessee is solely responsible for inspecting the Premises and making such alterations, decorations or improvements for its use and occupancy of the Premises. The Premises are devised and let subject to (a) any state of facts which an accurate survey or physical inspection thereof might show, (b) all zoning regulations, restrictions, rules, and ordinances, building restrictions and other laws and

regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (c) with respect to buildings, structures, and other improvements located on the Premises, their condition as of the Commencement Date, without representation or warranty by Lessor.

- (g) Improvements. Lessee represents that it has inspected and examined the Premises and accepts it in its present condition and agrees that MNPS shall not be required to make any other improvements, repairs or modifications whatsoever in or upon the Premises hereby leased or any part thereof, except as otherwise provided in this Lease. Lessee's occupancy of the Premises is Lessee's representation to MNPS that (a) Lessee has examined and inspected the Premises, including any existing improvements thereon, (b) finds the Premises to be as represented by MNPS and satisfactory for Lessee's intended use, and (c) constitutes Lessee's acceptance of the Premises and any existing improvements "as is." MNPS makes no representation or warranty as to the condition of the Premises or the improvements, except as otherwise provided in this Lease.

Except as provided below, all leasehold improvements, as defined by Tennessee law, will be considered an integral part of the Premises and title to such leasehold improvements will vest in MNPS upon termination or expiration of this Lease, free and clear of any liens or encumbrances whatsoever.

If any improvements or modifications to the Premises are required for Lessee's occupancy, Lessee agrees, at its cost and expense, to make such improvements or modifications. Before proceeding with Lessee's work, Lessee shall obtain the Lessor's written approval of plans and specifications, such approval not to be unreasonably withheld, conditioned or delayed. If Lessee requests any additions to the approved plans, Lessee shall obtain Lessor's prior approval, such approval not to be unreasonably withheld, conditioned or delayed, and pay the costs thereof. All of Lessee's work shall be performed in a good and workmanlike manner, in strict accordance with the plans and specifications approved by Lessor, and in compliance with all applicable laws, rules, codes, ordinances and regulations. Lessee, at Lessee's sole cost and expense, shall obtain any and all permits that may be required for Lessee's work prior to commencing Lessee's work.

Within thirty (30) days of the completion of any tenant improvements by Lessee, a duly authorized officer of Lessee shall provide to MNPS a written statement certifying (a) the amount of total construction costs incurred by Lessee with respect to such tenant improvements, (b) that such tenant improvements are in compliance with all applicable laws of governmental authorities, and (c) that no liens exist against any of the Premises and that all contractors and subcontractors have been paid all amounts due and owing to them with respect to such tenant improvements.

Lessee shall hold Lessor harmless from and shall indemnify Lessor against any and all liability, costs, expenses, including reasonable attorneys' fees, claims, demands, or causes of action for damage to persons or property arising out of or in connection with the work performed by Lessee, its employees, agents, contractors, or subcontractors. This paragraph shall survive expiration or earlier termination of this Lease.

All tenant improvements shall be and remain the property of Lessee until the expiration or earlier termination of the Term, at which time all rights, title and interest of Lessee in and to the Premises shall revert to MNPS. Lessee may remove, prior to the expiration or earlier termination of the Term, any trade fixtures, signs and other personal property of Lessee not permanently affixed to the Premises that may be removed without damage to the Premises (the "Lessee's Property").

Any portion of Lessee's Property not removed prior to such expiration or earlier termination of the Term shall be deemed to be abandoned by the Lessee. If Lessee shall fail to effect such removal prior to the termination of the Term, MNPS may, at its option and without liability to Lessee, remove such goods and effects and may store the same for the account of the Lessee or the owner thereof at any place selected by MNPS. Lessee shall be responsible for all costs of removal and storage.

Lessee shall have the right, with no cost to MNPS, to place and install temporary modular classroom units on the Premises. All such units and related equipment installed by Lessee or its agents or contractors shall conform to all applicable laws of governmental authorities and shall be of high quality and shall be safe, fire resistant and attractive in appearance. At the expiration or earlier termination of this Lease, and at the written request of MNPS, Lessee shall remove, at its sole cost and expense, all such temporary units and repair any damage to the Premises resulting from such removal. Lessee shall not be entitled to a credit against the payment of Rent hereunder, for any costs incurred or related to the placement, installation and/or removal of said temporary units.

## **SECTION 9. PREMISES**

Lessee shall not permit any of its employees, agents, or officers to deface, destroy or remove any property of Lessor, whether real or personal, whether it be under the control of Lessor, or otherwise held, at or on the Premises. Any and all of Lessor's property or operating equipment that may be used by Lessee or its employees or agents shall be returned in as good an operating condition as it was received by Lessee, normal wear and tear excepted. Lessee shall be responsible for all reasonable and necessary expense to repair or replace any Lessor property or equipment, due to defacement, destruction, damage or loss occurring while in use by Lessee, except that arising from normal wear and tear.

Lessee may, at its own expense, install and maintain such identification signs on the Premises as Lessee requires, provided that each such sign shall conform to all applicable laws and shall have first been approved by Lessor, such approval not to be unreasonably withheld, conditioned or delayed.

- (a) Parking: Up to 20 spaces will be provided on site for the Lessee. All other required spaces shall be street parking or other arrangements as the Lessee sees fit.
- (b) Exterior Athletic Fields: Use of exterior athletic fields will be under the coordination of the Lessor for the Lessor's exclusive use. Any use by the Lessee shall be requested of, approved and coordinated with the Lessor's representative.
- (c) Gymnasium Use: Use of the Gymnasium will be under the coordination of the Lessee for its use, with the understanding that on occasion after-hours use by the Lessor may be requested. Any use requested by the Lessor shall be coordinated with and approved by the Lessee.
- (d) Playground: The Lessee, at its cost, may build a small playground at a location approved by the Lessor.
- (e) Auditorium use: Use of the Auditorium will be under the coordination of the Lessor with the understanding that on occasion the Lessee may need use of the space. Use of the Auditorium space by the Lessee will be reviewed and approved by the Lessor's representative.
- (f) Quiet Enjoyment: As long as Lessee is not in default hereunder beyond applicable notice and/or cure periods, Lessor covenants that Lessee shall peaceably hold and enjoy the Premises, subject to the terms of this Lease.

Lessor and Lessee agree to cooperate in good faith regarding the shared use of spaces in or appurtenant to the Building as specified above. Where a party's approval is requested, such party will not unreasonably withhold, condition or delay such approval.

**SECTION 10. RIGHT-OF-ENTRY**

- (a) Lessor, including without limitation, its authorized representatives, shall have the right to enter the Premises: (1) at any and all reasonable times to exercise any right, power or remedy reserved to Lessor in this Lease or; (2) for any other lawful reason after not less than ten (10) days' prior notice to Lessee.
- (b) The exercise of any right in Section 10(a) reserved to Lessor or its authorized representatives shall not constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of Rent or relieve Lessee from any of its obligations under this Lease.

**SECTION 11. MECHANIC'S LIENS AND OTHER ENCUMBRANCES.**

No work, services, materials or labor provided to Lessee in connection with its use and occupation of the Premises shall be deemed to be for the benefit of the Lessor. If any lien shall at any time be filed against the Premises, by reason of Lessee's failure to pay for any work, services, materials or labor provided to Lessee, or alleged to have been so provided, Lessee shall immediately cause the same to be discharged of record. In the event Lessee fails to cause any lien to be discharged of record within twenty (20) days after it receives notice thereof, Lessor may discharge the same by paying the amount claimed to be due, with the understanding that Lessor is under no obligation to do so. Should Lessor discharge any Lessee lien, Lessee agrees to immediately reimburse Lessor for such amount (plus Lessor's reasonable costs and attorneys' fees), which amount shall be due and owing as provided hereinabove.

**SECTION 12. INSURANCE.**

Lessee shall at its sole expense obtain and maintain in full force and effect for the Term of the Lease at least the following types and amounts of insurance:

- (a) Occurrence-based Commercial General Liability (CGL) insurance including non-owned automobile or equivalent form with a limit of not less than \$1,000,000 each occurrence. Such insurance shall include the Lessor as additional insured. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insured. Insurance shall be primary with respect to any insurance or self-insurance programs covering the Lessor.
- (b) Workers compensation and employer's liability insurance with limits of not less than \$1,000,000. The insurer shall agree to waive all rights of subrogation against Lessor for losses arising from the use of the Premises.
- (c) Lessee shall maintain property insurance against all risks of loss for any tenant improvements or betterments. Insurance shall be for full replacement cost with no coinsurance penalty provision.

Lessee shall:



- (a) Prior to the Commencement Date, furnish MNPS with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Lessor. The proof of coverage is to be received and approved by Lessor before the Lease commences.
- (b) Provide certified copies of declarations page, endorsements and policies if requested by Lessor in lieu of or in addition to certificates of insurance.
- (c) Replace certificates, policies, and endorsements for any such insurance expiring prior to the expiration of Lease.
- (d) Maintain such insurance throughout the Term.
- (e) Place such insurance with insurers licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

If Lessee shall at any time fail to insure or keep insured as aforesaid, Lessor may do all things necessary to effect or maintain such insurance, and all moneys expended by it for that purpose shall be repayable by Lessee as additional compensation in the month the premium or premiums are paid by Lessor. If any insurance policies required hereunder cannot be obtained for any reason, Lessor may require Lessee to cease any and all operations until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by Lessor, Lessor may terminate this Lease for default.

**SECTION 13. INDEMNIFICATION AND HOLD HARMLESS.**

- (a) Lessee shall indemnify and save harmless Lessor against and from any and all liabilities, obligations, damages, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants) which may be imposed upon, incurred by or asserted against Lessor, its officers, employees and/or agents, including, without limitation, Lessee's failure to comply with the terms of this Lease, or Lessee's failure to comply with applicable law.
- (b) Should any action or proceeding be brought against Lessor by reason of any claim caused by Section 8(a), Lessee, upon notice from Lessor, at Lessee's sole cost and expense, shall resist or defend the same with counsel of Lessee's choice at Lessee's sole cost and expense. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent. To the extent of the proceeds received by Lessor under any insurance furnished to Lessor by Lessee, Lessee's obligation to indemnify and save harmless Lessor against the hazard that is the subject of such insurance shall be deemed to be satisfied to the extent of the proceeds received by Lessor.
- (c) Should Lessor, its officers, agents or employees be sued for any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Lessee, its officers, employees and /or agents, including its sub or independent contractors, in connection with the performance of this Lease, Lessee, upon notice

from Lessor, at Lessee's sole cost and expense, shall resist or defend the same with counsel of Lessee's choice at Lessee's sole cost and expense. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent.

**SECTION 14. WAIVER OF LIABILITY FOR PERSONAL PROPERTY.**

Lessor assumes no responsibility for any damage or loss of Lessee's personal property. Lessee agrees to hold Lessor harmless from any damage or loss of Lessee's personal property located on the Premises.

**SECTION 15. CONFLICT OF INTEREST.**

Based on its best knowledge, Lessee declares that, as of the effective date of this Lease, neither the Mayor nor any member of the Metropolitan Council, nor the director of any department of the Metropolitan Government, nor any other Metropolitan Governmental official or employee has a direct financial interest in this Lease and, furthermore, Lessee pledges that it will notify the administrator of Lessor in writing should any of the above-referenced persons obtain a direct financial interest in this Lease. In addition, Lessee declares that as of the effective date of this Lease, neither it nor any of its officers or employees have given or donated, or promised to give or donate, directly, to any official or employee of the Metropolitan Government or to anyone else for its benefit, any sum of money or other thing of value to aid or assist in obtaining this Lease or any amendment or modification to this Lease.

**SECTION 16. PERSONNEL POLICY.**

Lessee certifies that, by its employment standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal, or laying-off of any individual due to his age, race, creed, color, national origin, gender or disability.

**SECTION 17. DEFAULT AND TERMINATION.**

- (a) Notice of Default. Upon actual notice of Lessee's default, Lessor shall deliver written notice of default to Lessee, wherein, if such default remains uncured for thirty (30) days or Lessee has not attempted to cure within said thirty (30) day period after the receipt of such notice, then Lessor may terminate this Lease; provided that if such default cannot reasonably be cured within such thirty (30) days, then Lessee shall have such additional time as is necessary so long as Lessee commences to cure such default within thirty (30) days and diligently pursues the same to completion ("Termination for Default").
- (b) Termination for Default. The following shall constitute an event giving rise to a Termination for Default:
  - (i) Lessee has failed to perform its contracted duties and responsibilities hereunder in a timely and proper manner and is unable to cure such failure within the time provided in

Section 17(a), or such additional period of time as specified by Lessor, taking into consideration the gravity and nature of the default;

- (ii) Lessee fails to abide by any applicable laws, ordinances, rules and regulations of the United States, State of Tennessee or the Metropolitan Government of Nashville and Davidson County or;
  - (iii) Lessee abandons or discontinues conducting its operations on the Premises.
- (c) Should this Lease be terminated as provided by Section 17(a) hereinabove, Lessor may lease, upon such terms and in such manner as Lessor shall deem appropriate, the Premises, granting rights in the same similar to those terminated, and Lessee shall be liable to Lessor for any costs associated with the reletting of the Premises occasioned by Lessee's breach of this Lease. In addition, Lessee shall be liable to Lessor for administrative costs or other damages occasioned by its breach of the terms of this Lease incurred by Lessor in reletting the Premises.
- (d) The rights and remedies of Lessor provided in Section 17 are non-exclusive and are in addition to any other rights and remedies provided by law or under this Lease. Lessee is not relieved of its liability to Lessor for damages sustained by virtue of a default of this Lease, and Lessor reserves the right to cure any default without terminating this Lease and seek reimbursement for such expenses from Lessee, with the understanding that Lessor is under no obligation to correct any such default. Lessor's exercise of its right to cure shall not act as a waiver of its right to terminate this Lease for default as provided hereunder.
- (e) Termination for Lessee Bankruptcy. It shall be grounds for termination of this Lease upon the following:
- (i) Should Lessee file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or
  - (ii) (a) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (b) any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises shall be appointed without the consent or acquiescence of Lessee; and such order, judgment, decree or appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether consecutive or nonconsecutive).

- (f) Termination due to Condemnation: If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If, as a result of a substantial part of the Premises being taken by condemnation, Lessee's access to the Premises being denied or a portion of the parking areas being taken by condemnation (either a permanent taking or temporary taking in excess of one year), Lessee is thereby unable to operate its school in substantially the same manner as previously operated, Lessee may, at Lessee's option, to be exercised in writing only within sixty (60) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within sixty (60) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining and the Rent shall be equitably adjusted, and in the event of any temporary taking of one year or less, Rent shall abate proportionately for the period of such taking to the extent any portion of the Premises is untenable as a result of such temporary taking. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor. Lessee shall be entitled to pursue a separate award for loss of or damage to Lessee's trade fixtures and removable personal property and for relocation expenses from such condemning authority. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall, only to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation. In the event that this Lease is not terminated by reason of such condemnation, Lessee shall pay any amount in excess of such severance damages required to complete such repair.
- (g) Termination for Contract Revocation or Termination. Notwithstanding anything set forth herein to the contrary, this Lease shall terminate automatically if Lessee's charter is terminated or revoked as of the effective date of such termination or revocation.
- (h) Termination Upon Notice. Notwithstanding anything set forth herein to the contrary, Lessor or Lessee may terminate this Lease for any reason upon written notice to the other party not less than one hundred twenty (120) days prior to each anniversary of the Commencement Date during the Term, with the termination to be effective upon such anniversary.

#### **SECTION 18. FIRE AND OTHER DAMAGE.**

Should structural or permanent portions of the Premises be partially damaged by fire or other casualty, Lessee shall give immediate notice thereof to Lessor and the same shall be repaired at the expense of Lessor without unreasonable delay unless, at Lessor's sole discretion, Lessor determines that repair or rebuilding is not feasible. From the date of such casualty until such area is so repaired, monthly Rent payments hereunder shall be equitably adjusted to reflect the reduction in space; provided, however, that if an area shall be so slightly injured in any such casualty as not to be rendered unfit for occupancy, the Rent hereunder shall not cease or be abated during any repair period. Should the damages to the area be so extensive as to render it un-tenantable, the Rent for such area shall cease, on a pro-rata basis, until such time that it shall again be tenantable, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of Lessor not to rebuild the same, then, at the option of Lessor or Lessee, and upon ten (10) days' written notice to the other of the

damage, this Lease, as it applies to said area, shall be canceled and of no further force or effect. Lessor's obligations to rebuild or repair under this section shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by Lessor.

**SECTION 19. NOTICES, PAYMENT OF RENT AND AGENT FOR SERVICE OF PROCESS.**

Notices required herein may be given by registered or certified or express mail by depositing the same in the United States Mail or by private courier in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. All Rent shall also be paid to the same address. Until any such change is made, notices to Lessor shall be delivered as follows:

LESSOR: METROPOLITAN NASHVILLE PUBLIC SCHOOLS  
ATTN: DAVID PROFFITT AND JEFF GOSSAGE  
2601 BRANSFORD AVENUE  
NASHVILLE, TN 37204  
(615) 259-8417

Rent shall be paid to the same address, but shall be directed to Barry Booker in the Business Office.

Notices to Lessee shall be delivered as follows:

LESSEE: Nashville Classical Inc.  
ATTN: Charles Freidman  
1310 Ordway Place  
Nashville, TN 37206  
615-538-5841

**SECTION 20. SURRENDER.**

- (a) Upon the expiration or earlier termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Lessor in the same condition as on the Commencement Date, normal wear and tear excepted.
- (b) Upon the expiration or earlier termination of this Lease, all permanent alterations, installations, changes, replacements, additions or improvements that (i) have been made by Lessee to the Premises and (ii) cannot be removed without material damage to the remainder of the Premises, shall be deemed a part of the Premises and the same shall not be removed.
- (c) All personal property of Lessor ("Lessor Property") shall remain upon the Premises for the duration of the Term. Upon the expiration or earlier termination of this Lease, all Lessor Property shall remain upon the Premises and shall be deemed to be part of the Premises and the property of Lessor thereafter. Lessee shall surrender all Lessor Property in as good a condition as on the date of receipt, normal wear and tear excepted.

**SECTION 21. SEVERABILITY.**

If a court of competent jurisdiction holds that one or more clauses, sections or provisions of this Lease are unlawful, invalid or unenforceable, the parties hereto agree that all remaining clauses, sections and provisions shall continue in full force and effect.

**SECTION 22. FORCE MAJEURE.**

Neither Lessor nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

**SECTION 23. NOTICE OF CLAIMS.**

Each party agrees to give the other party immediate notice in writing of any action or suit filed related in any way to this Lease, and of any claim made against it by any entity which may result in litigation related in any way to this Lease.

**SECTION 24. AUTHORITY TO ENTER INTO LEASE AGREEMENT.**

The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting herein.

**SECTION 25. ACKNOWLEDGEMENT.**

The parties hereto, or their authorized representatives, acknowledge that they have read this Lease, including any annexes or attachments thereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

**SECTION 26. APPLICABLE LAW AND VENUE.**

The parties agree that this Lease is executed in and is to be performed in the State of Tennessee, and that all provisions of this Lease and any dispute arising hereunder shall be governed by the laws of the State of Tennessee. Any dispute arising out of this Lease shall be litigated in the courts of Davidson County, Tennessee.

**SECTION 27. NO AGENCY.**

Anything herein to the contrary notwithstanding, Lessee is not the agent of Lessor. The parties hereto are neither partners nor joint venturers and neither shall the parties hold themselves out to be partners or joint venturers. The parties shall hold the status of Lessor and Lessee only.

**SECTION 28. NO ASSIGNMENT OR SUBLETTING WITHOUT CONSENT.**

The provisions of this Lease shall inure to the benefit of and shall be binding on the respective successors and assigns of the parties hereto. Neither this Lease nor any of the rights and obligations of Lessee hereunder shall be assigned or transferred in whole or in part to any person, firm or corporation without

the prior written consent of Lessor. Any such assignment or transfer shall not release Lessee from its obligations hereunder. Any approved assignee shall assume each and every obligation of Lessee hereunder, and Lessor may contract with or accept moneys from any such assignee without waiving any of its rights.

**SECTION 29. AMENDMENT.**

This Lease is subject to modification, alteration, amendment or change only upon the mutual agreement of the parties. Any such amendment will become effective only after approval by Lessor and Lessee, reduced to writing and signed by the parties hereto. Any duly approved amendment, executed as prescribed herein, shall be of full force and effect, as through originally agreed to and incorporated here upon its filing with the Metropolitan Clerk.

**SECTION 30. COMPLIANCE WITH LAWS.**

Lessor and Lessee agree to comply with all federal, state and local laws in the performance of this Lease, including, but not limited to all fire, building and life safety codes and The Americans with Disabilities Act ("ADA").

**SECTION 31. WAIVER.**

Any failure of Lessor to act in response to any breach of any of the provisions of this Lease shall not be considered as a waiver of its right to act on any subsequent violation or violations by Lessee, the right to terminate this Lease because of a material breach being a continuing one.

**SECTION 32. ENTIRE AGREEMENT.**

This Lease and the Annexes hereto constitute the totality of the agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein.

The Lessee fully understands that this Lease is not binding except and until all appropriate Lessor official signatures have been fully obtained, the approval of this agreement by the Metropolitan Nashville Board of Public Education has been obtained, and upon its filing with the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION ("LESSOR"):**

**APPROVED:**

\_\_\_\_\_  
MBPE Board Chair

\_\_\_\_\_  
Interim Director of Schools

**RECOMMENDED:**

\_\_\_\_\_  
Director of Procurement

\_\_\_\_\_  
Executive Director Facilities Maintenance and  
Grounds

**APPROVED AS TO AVAILABILITY OF FUNDS:**

\_\_\_\_\_  
Chief Operating Officer

\_\_\_\_\_  
Metropolitan Director of Finance

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Metropolitan Director of Insurance

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Metropolitan Attorney

**LESSEE:**

\_\_\_\_\_  
Nashville Classical, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**FILED IN THE OFFICE OF THE METROPOLITAN CLERK:**

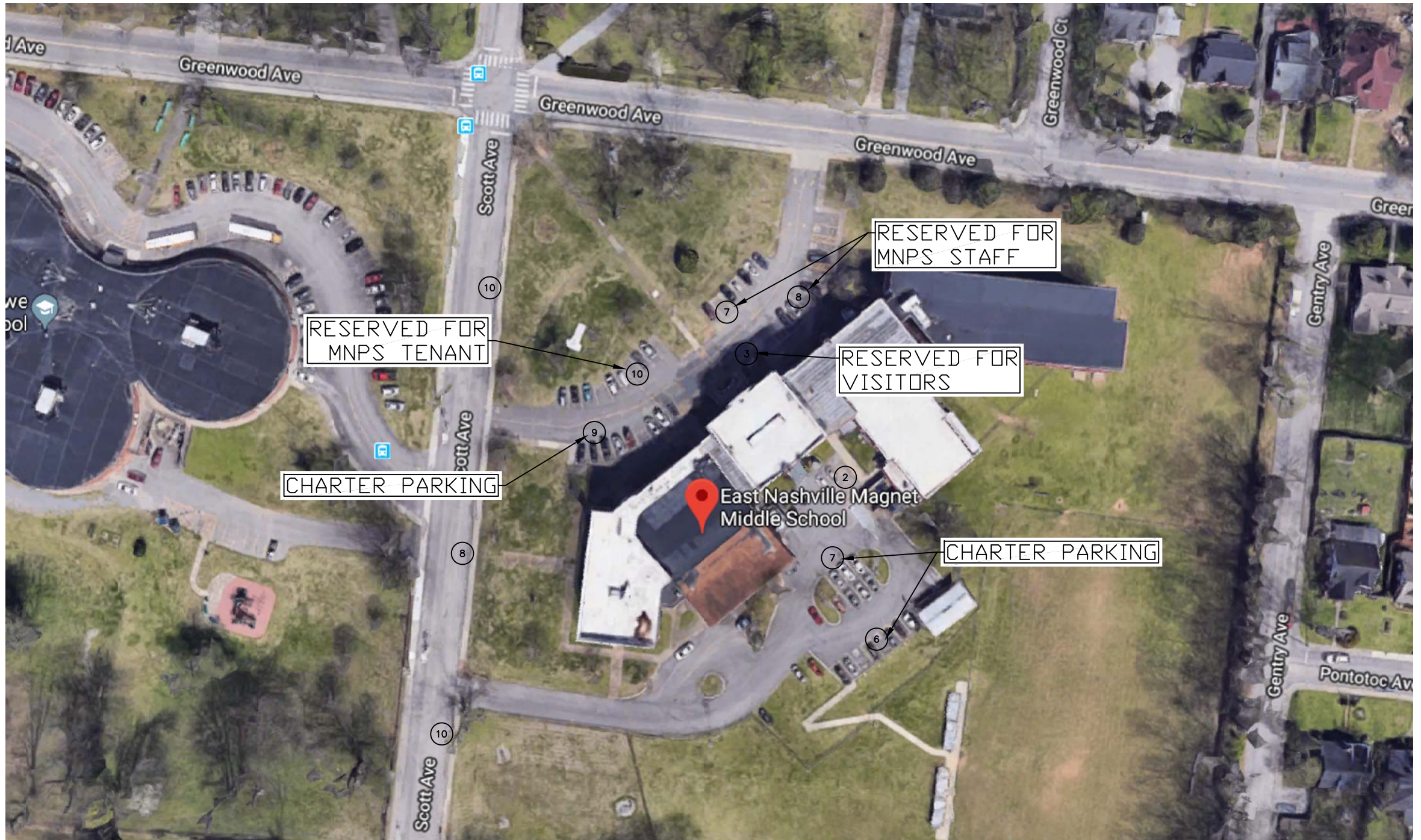
\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date Filed



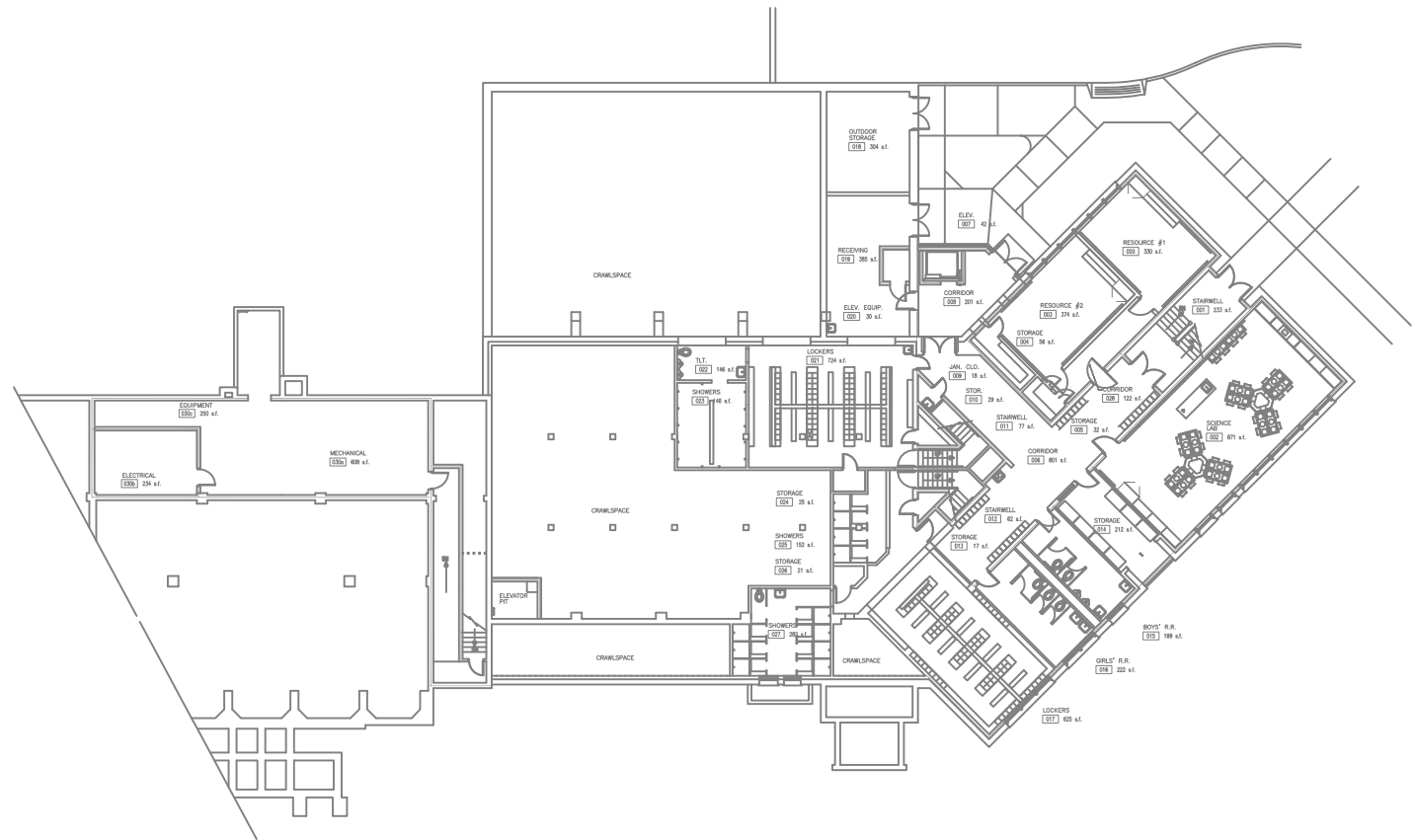
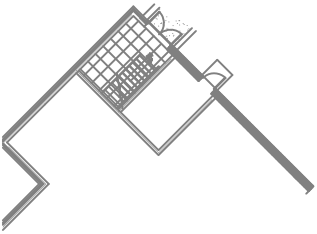
**ATTACHMENT A**

**Floorplan of the Premises**



EAST MIDDLE SCHOOL AT BAILEY  
SITE PLAN – N.T.S.

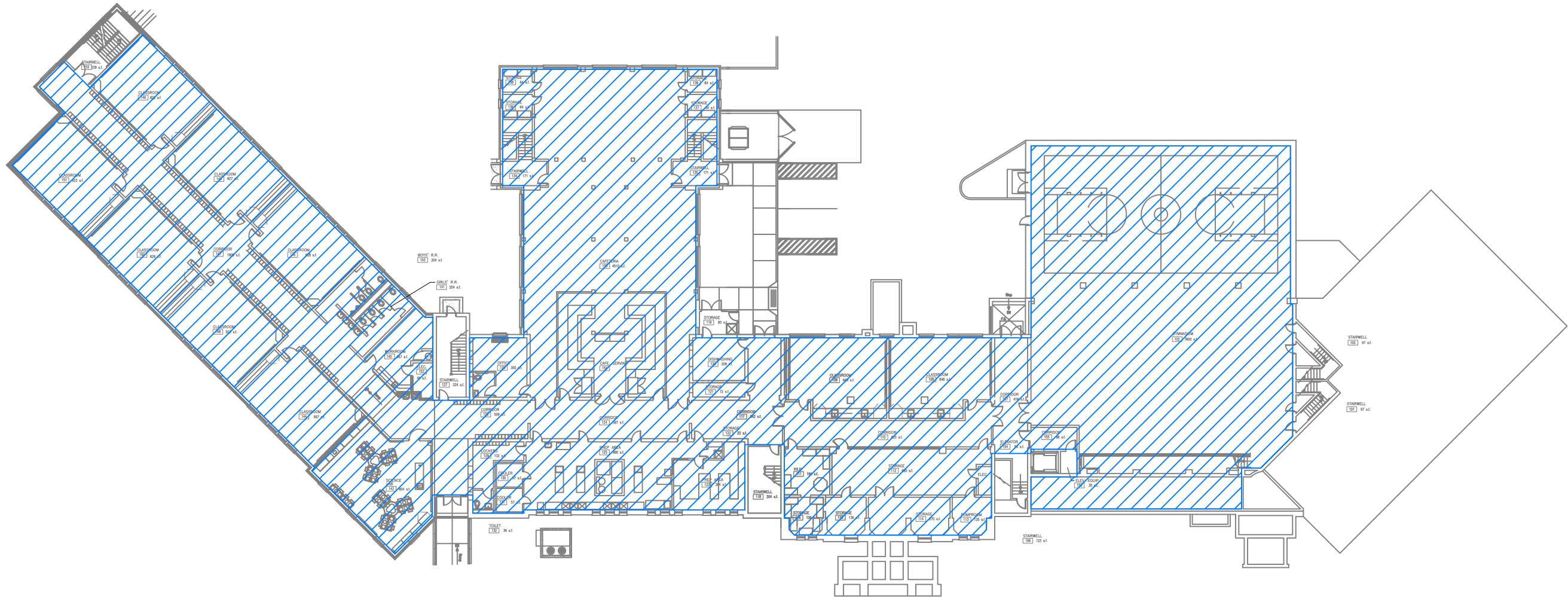
Lease Attachment A



THIS FLOOR - 0 SF  
TOTAL LEASE SF = 53,224 SF

EAST MIDDLE SCHOOL AT BAILEY  
GROUND FLOOR - N.T.S.

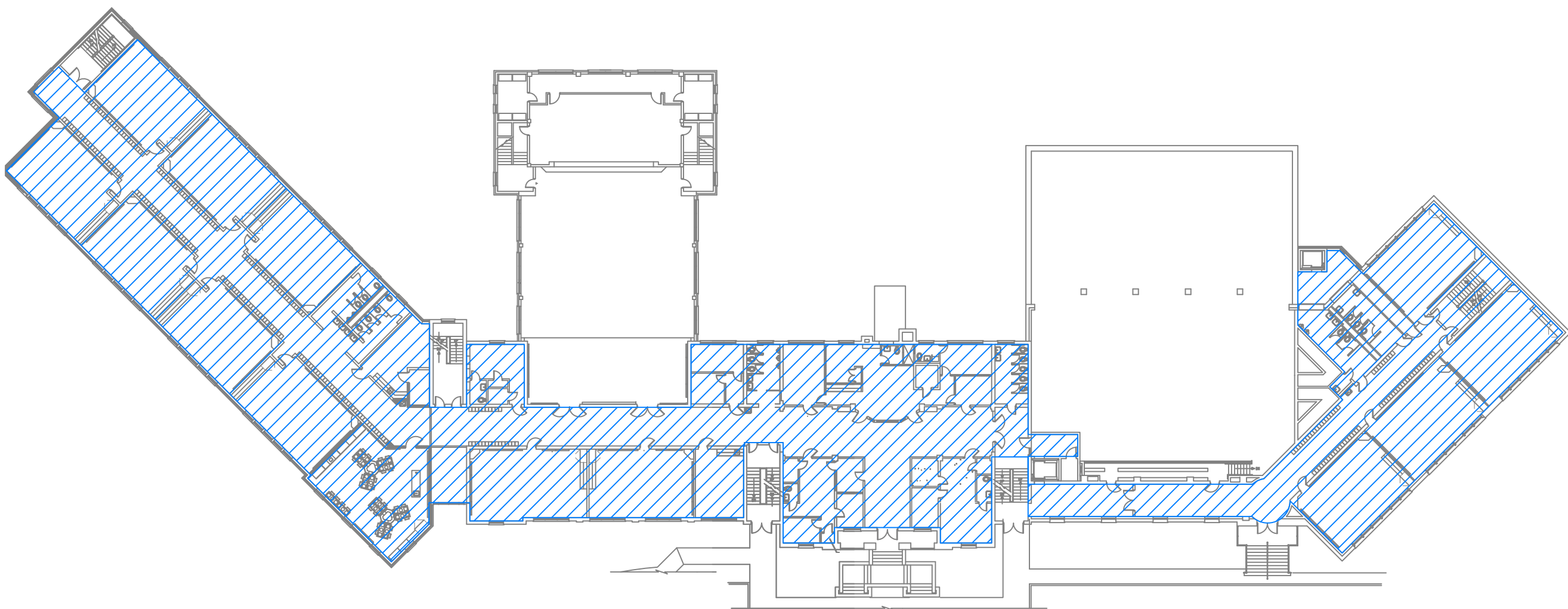
**Lease Attachment A**



THIS FLOOR – 31,023 SF  
 TOTAL LEASE SF = 53,224 SF

EAST MIDDLE SCHOOL AT BAILEY  
 FIRST FLOOR – N.T.S.

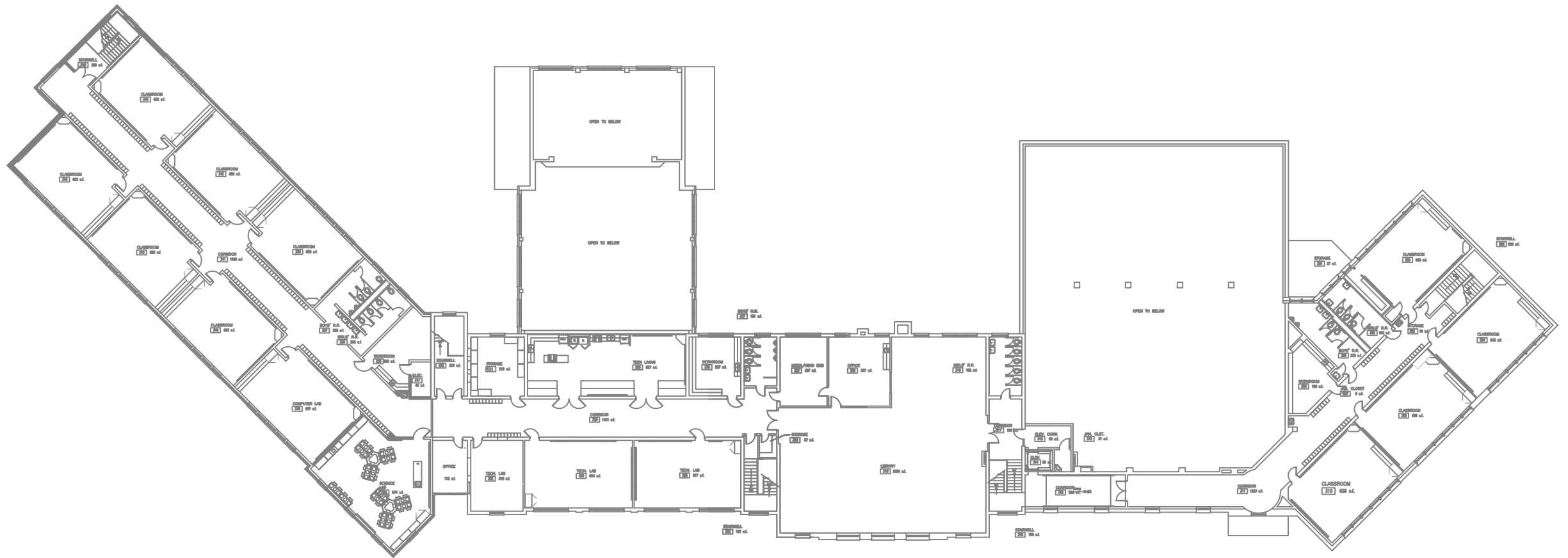
Lease Attachment A



THIS FLOOR — 22,201 SF  
TOTAL LEASE SF = 53,224 SF

EAST MIDDLE SCHOOL AT BAILEY  
SECOND FLOOR — N.T.S.

Lease Attachment A



THIS FLOOR — 0 SF  
 TOTAL LEASE SF = 53,224 SF

EAST MIDDLE SCHOOL AT BAILEY  
 THIRD FLOOR — N.T.S.

Lease Attachment A

# **MNPS Measures of Academic Progress (MAP) February Results**

April 23, 2019



METRO  
NASHVILLE  
PUBLIC  
SCHOOLS

## MAP Assessment Results

- ❖ MAP district-wide Reading scores at most grade levels continued to surpass Math scores
- ❖ Overall MAP achievement has remained below the 50<sup>th</sup> percentile but has been higher for students consistently enrolled in MNPS
- ❖ MNPS academic growth from August to February was significantly higher than the national average
- ❖ MAP February achievement and academic growth scores were very similar to results from February of last year



# How Has MAP Achievement Changed Over Time for a Cohort that Has Remained in MNPS?

## Reading

2018-2019 Grade Level	# Tested All 6 Times	Median National Percentile						Aug-Feb Growth NP	
		Aug 2017	Nov 2017	Feb 2018	Aug 2018	Nov 2018	Feb 2019	2017-2018	2018-2019
2	598	35	35	48	37	44	54	66	69
3	4,815	45	42	50	42	44	49	54	59
4	4,847	38	37	44	42	43	46	53	62
5	3,602	46	43	47	42	39	43	53	50
6	3,353	44	39	44	43	40	45	49	51
7	3,085	43	38	43	47	44	49	53	55
8	3,014	47	46	50	50	51	54	58	59
9	2,209	55	53	57	52	50	54	61	53
2-9	25,523	44	42	47	45	44	49	54	56

Note: The Median National Percentile (NP) shows the percentage of students nationally that score below the typical MNPS student at each grade. The national average is 50.

# How Has MAP Achievement Changed Over Time for a Cohort that Has Remained in MNPS?

## Mathematics

2018-2019 Grade Level	# Tested All 6 Times	Median National Percentile						Aug-Feb Growth NP	
		Aug 2017	Nov 2017	Feb 2018	Aug 2018	Nov 2018	Feb 2019	2017-2018	2018-2019
2	584	33	34	53	42	37	47	76	60
3	4,789	43	43	58	40	40	45	71	65
4	4,886	35	37	41	38	36	39	62	53
5	3,645	34	31	35	35	30	32	47	44
6	3,355	34	30	33	30	29	33	43	53
7	3,169	30	29	32	33	33	35	56	55
8	2,973	35	33	37	41	40	42	63	56
9	2,144	41	40	45	41	38	40	62	51
2-9	25,545	36	35	40	37	36	39	59	54

Note: These results are for students that attempted all six MAP administrations over the last two years. The Median National Percentile (NP) shows the percentage of students nationally that score below the typical MNPS student at each grade. The national average is 50.

# MAP Accommodations and Tennessee Department of Education Guidance

## Universal Screening

- ❖ “Use of a universal screening assessment without accommodations is not only permissible, but necessary, to identify deficits that require intervention.”

## Academic Magnet Eligibility

- ❖ “... the use of assessments that preclude students from accessing magnet schools and other enrichment opportunities on account of their disability violates state and federal law.”

## How Does MNPS Academic Growth in Reading Compare to the Nation and to Last Year?

Grade Level	Number Tested		Achievement				August-February Growth			
	Feb 2018	Feb 2019	Median NP		% in Q4-Q5		Med Growth NP		% Met Projections	
			Feb 2018	Feb 2019	Feb 2018	Feb 2019	Feb 2018	Feb 2019	Feb 2018	Feb 2019
2	6,067	5,983	47	43	37.8%	35.9%	54	66	56.3%	64.7%
3	5,991	5,965	41	46	32.4%	34.8%	53	59	54.9%	59.4%
4	6,441	5,922	44	44	33.5%	33.9%	54	62	56.0%	61.5%
5	4,649	4,690	39	38	29.9%	31.8%	48	50	51.4%	52.4%
6	4,447	4,645	40	40	31.8%	31.4%	54	51	55.4%	54.1%
7	4,359	4,426	44	44	34.1%	31.9%	58	54	58.3%	55.3%
8	4,282	4,359	52	46	39.7%	37.6%	60	59	59.5%	59.0%
9	NA	3,803	NA	44	NA	36.1%	NA	51	NA	49.3%
All	36,236	39,793	44	43	34.2%	34.2%	54	57*	55.9%	57.7%*

\*Excluding students receiving text-to-speech or human reader accommodation, the median growth national percentile is 54 and 55.4% of students met projections.

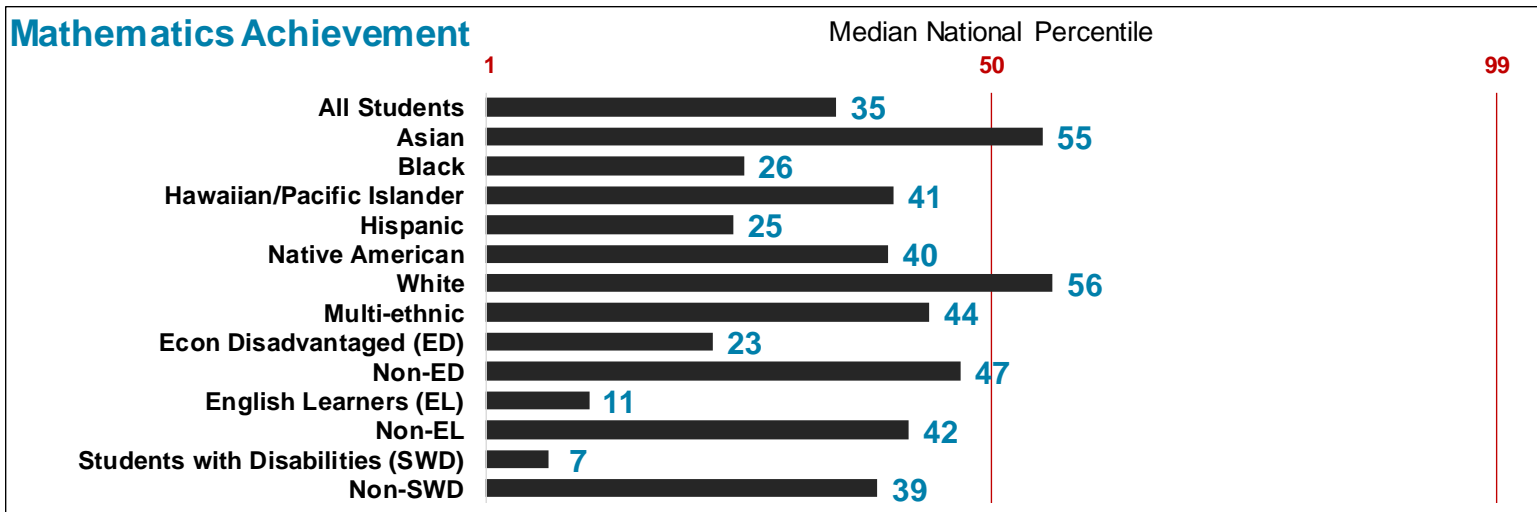
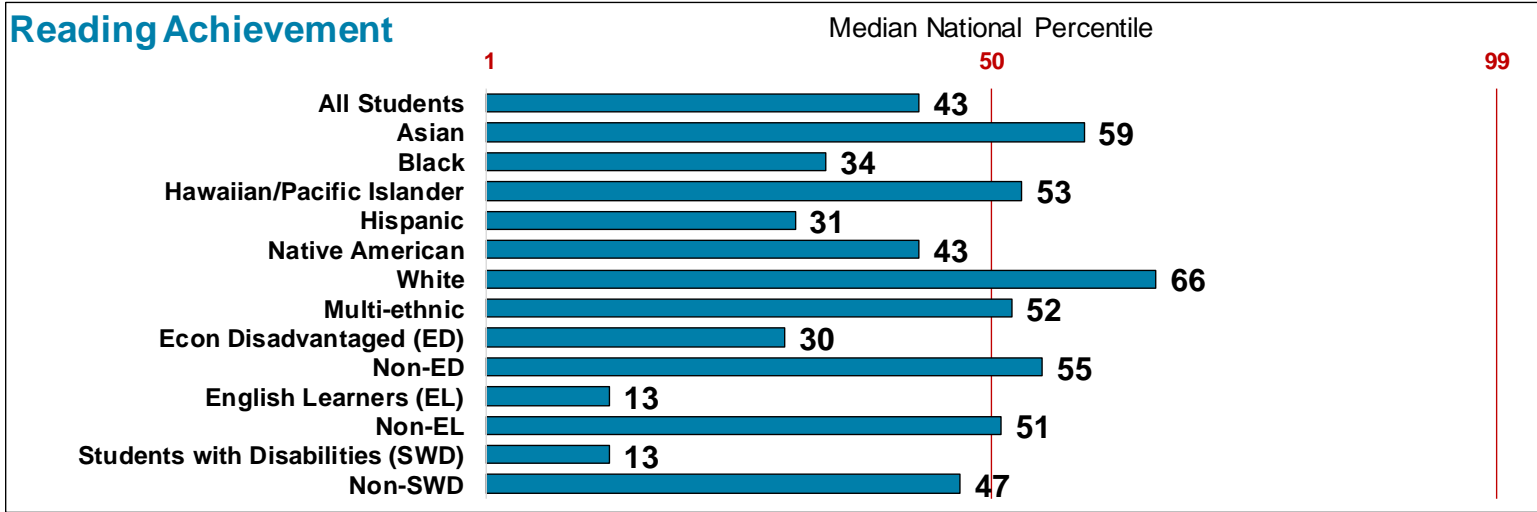
Note: The Median Growth National Percentile shows the percentage of students nationally that made less growth from **Fall 2018 to Winter 2019** than the typical MNPS student at each grade. The national average is 50.

## How Does MNPS Academic Growth in Mathematics Compare to the Nation and to Last Year?

Grade Level	Number Tested		Achievement				August-February Growth			
			Median NP		% in Q4-Q5		Med Growth NP		% Met Projections	
	Feb 2018	Feb 2019	Feb 2018	Feb 2019	Feb 2018	Feb 2019	Feb 2018	Feb 2019	Feb 2018	Feb 2019
2	6,055	5,978	55	41	46.5%	28.9%	71	59	68.9%	60.9%
3	5,992	5,961	38	42	29.4%	29.6%	62	65	62.6%	65.9%
4	6,449	5,916	35	37	23.3%	27.4%	49	53	52.3%	55.6%
5	4,649	4,677	28	27	20.5%	22.9%	43	43	47.2%	46.0%
6	4,460	4,660	30	29	20.7%	19.1%	55	52	57.2%	55.2%
7	4,278	4,469	33	31	24.6%	22.7%	63	55	62.8%	57.3%
8	4,265	4,336	40	36	32.1%	28.1%	62	55	64.3%	57.3%
9	NA	3,850	NA	34	NA	28.6%	NA	51	NA	53.9%
All	36,148	39,847	37	35	28.7%	26.1%	58	55	59.4%	57.1%

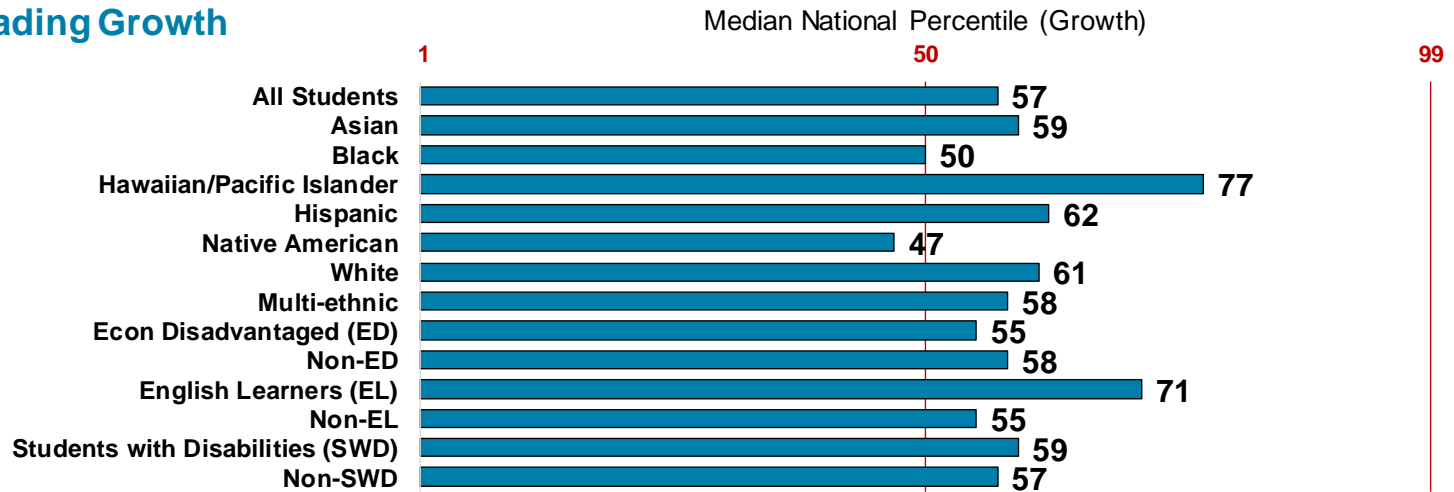
Note: The Median Growth National Percentile shows the percentage of students nationally that made less growth from **Fall 2018 to Winter 2019** than the typical MNPS student at each grade. The national average is 50.

# How Does MAP Achievement Across Grades 2-9 Compare by Student Subgroup?

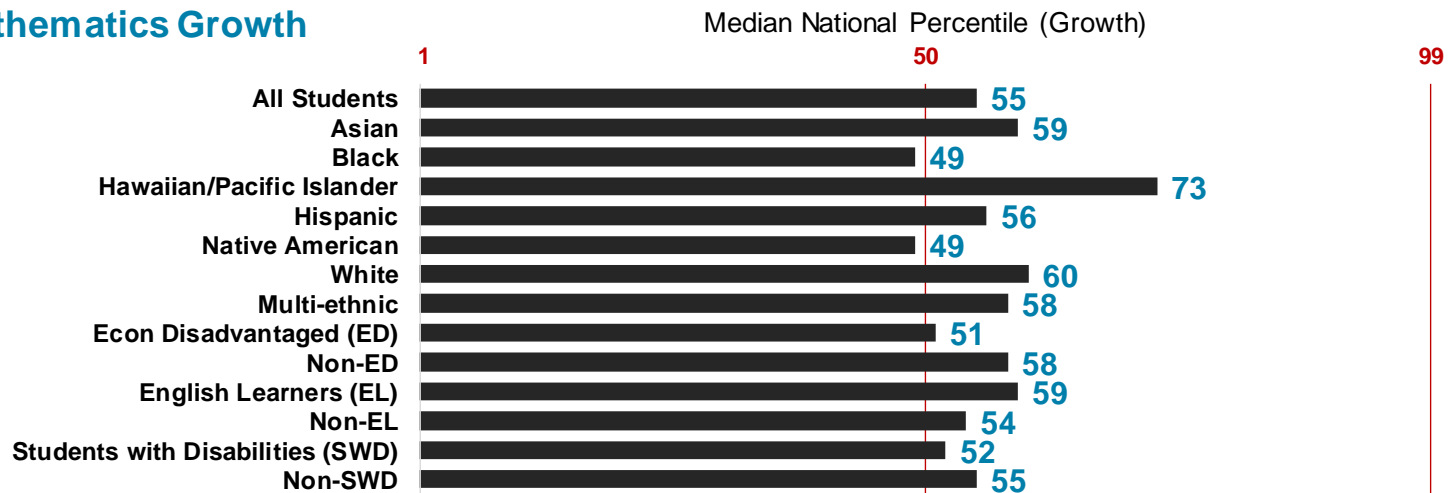


# How Does MAP Academic Growth Since August Compare by Student Subgroup?

## Reading Growth



## Mathematics Growth





**Questions?**



**Metropolitan Nashville Public Schools**  
**Sales Tax Collections**  
**As of April 20, 2019**

**General Purpose Fund**

<b>MONTH</b>	<b>2018-2019 Projection</b>	<b>TOTAL 2018-2019 COLLECTIONS</b>	<b>\$ Change For Month - FY19 Projection</b>	<b>% Change For Month - FY19 Projection</b>	<b>% Increase / Decrease Year To-Date</b>
September	\$13,760,037.61	\$12,598,733.84	(\$1,161,303.77)	-9.22%	-9.22%
October	19,301,727.76	20,077,281.32	\$775,553.56	3.86%	-1.18%
November	19,843,659.90	20,379,144.40	\$535,484.50	2.63%	0.28%
December	19,603,910.65	21,198,882.40	\$1,594,971.75	7.52%	2.35%
January	19,235,869.11	19,692,389.20	\$456,520.09	2.32%	2.34%
February	23,675,483.78	25,320,153.83	\$1,644,670.05	6.50%	3.22%
March	17,287,222.96	18,051,592.70	\$764,369.74	4.23%	3.36%
April	17,366,604.50	18,947,634.20	\$1,581,029.70	8.34%	3.96%
May	20,978,208.62				
June	20,140,998.62				
July	20,712,076.34				
August	21,152,400.16				
<b>TOTAL</b>	<b>\$233,058,200.00</b>	<b>\$156,265,811.89</b>	<b>\$6,191,295.64</b>		<b>3.96%</b>

**Debt Service Fund**

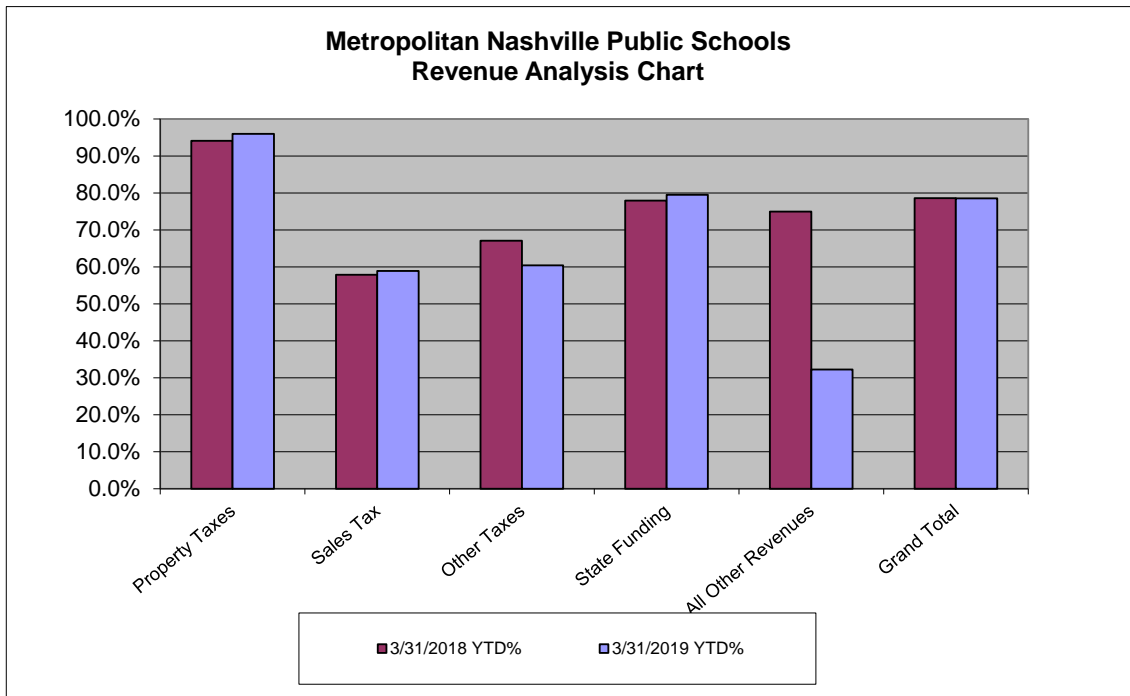
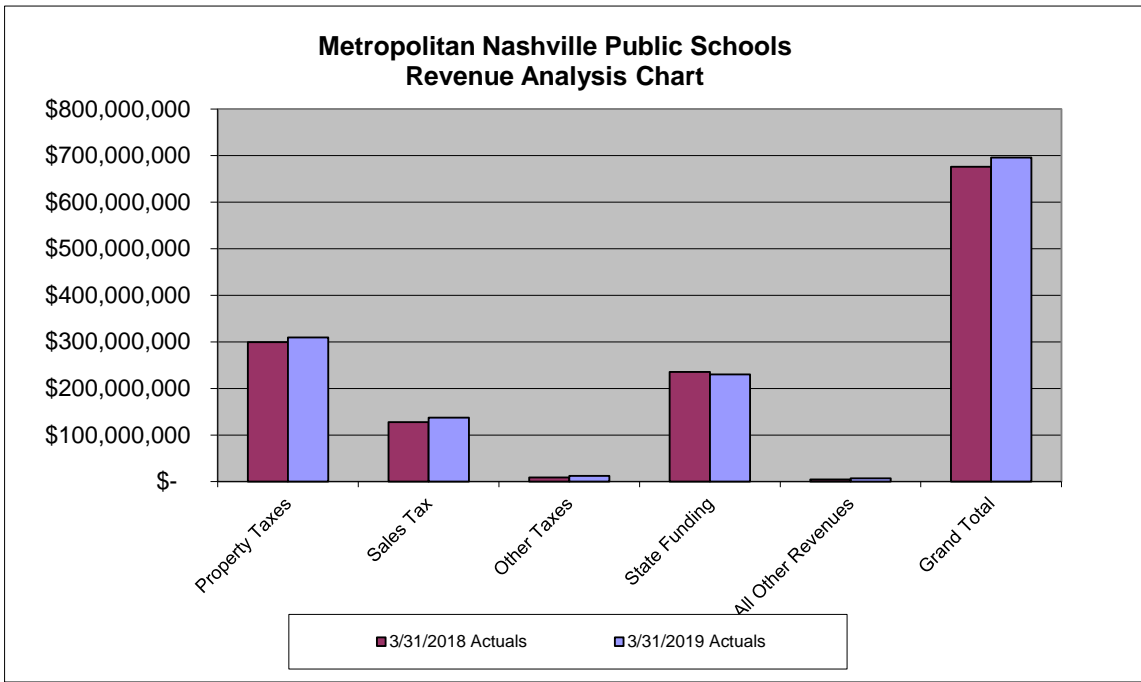
<b>MONTH</b>	<b>2018-2019 Projection</b>	<b>TOTAL 2018-2019 COLLECTIONS</b>	<b>\$ Change For Month - FY19 Projection</b>	<b>% Change For Month - FY19 Projection</b>	<b>% Increase / Decrease Year To-Date</b>
September	\$3,607,612.63	\$3,303,141.50	(\$304,471.13)	-9.22%	-9.22%
October	5,060,535.36	5,263,870.33	\$203,334.97	3.86%	-1.18%
November	5,202,619.36	5,343,120.92	\$140,501.56	2.63%	0.28%
December	5,139,761.80	5,557,932.18	\$418,170.38	7.52%	2.35%
January	5,043,268.51	5,162,959.15	\$119,690.64	2.32%	2.34%
February	6,207,248.61	6,638,448.92	\$431,200.31	6.50%	3.22%
March	4,532,371.62	4,732,774.41	\$200,402.79	4.23%	3.36%
April	4,553,183.90	4,967,698.95	\$414,515.05	8.34%	3.96%
May	5,500,075.84				
June	5,280,575.76				
July	5,430,301.16				
August	5,545,745.45				
<b>TOTAL</b>	<b>\$61,103,300.00</b>	<b>\$40,969,946.36</b>	<b>\$1,623,344.57</b>		<b>3.96%</b>

**Metropolitan Nashville Public Schools  
General Purpose Fund # 35131  
Monthly Budget Accountability Report  
March 31, 2019**

	FY18 Annual Budget	FY18 YTD Actuals Through Mar	FY18 YTD % Through Mar	FY19 Annual Budget	FY19 YTD Actuals Through Mar	FY19 YTD % Through Mar	FY19 YTD Budget Available Mar
<b>REVENUES:</b>							
Charges, Commissions, & Fees	\$ 1,230,000	\$ 1,489,371	121.09%	\$ 1,380,000	\$ 1,637,186	118.64%	\$ (257,186)
Other Governments & Agencies	301,988,700	235,391,275	77.95%	289,264,000	230,026,485	79.52%	59,237,515
Taxes, Licenses, & Permits	551,958,600	435,821,086	78.96%	575,676,500	458,890,053	79.71%	116,786,447
Fines, Forfeits, & Penalties	1,200	0	0.00%	1,200	1,050	87.50%	150
Transfers From Other Funds and Units	2,500,000	1,704,628	68.19%	4,500,000	4,237,298	94.16%	262,702
All Other Revenues	2,561,300	1,523,017	59.46%	15,478,000	1,039,222	6.71%	14,438,778
<b>TOTAL REVENUES</b>	<b>\$ 860,239,800</b>	<b>\$ 675,929,377</b>	<b>78.57%</b>	<b>\$ 886,299,700</b>	<b>\$ 695,831,294</b>	<b>78.51%</b>	<b>\$ 190,468,406</b>
<b>EXPENSES:</b>							
Salaries:							
Regular Pay	\$ 438,822,199	\$ 360,352,096	82.12%	\$ 428,543,300	\$ 349,010,524	81.44%	\$ 79,532,776
Overtime	2,602,700	1,577,044	60.59%	2,598,700	1,385,804	53.33%	1,212,896
All Other Salary Codes	13,352,766	8,789,031	65.82%	9,208,200	7,666,101	83.25%	1,542,099
<b>Total Salaries</b>	<b>454,777,665</b>	<b>370,718,171</b>	<b>81.52%</b>	<b>440,350,200</b>	<b>358,062,429</b>	<b>81.31%</b>	<b>82,287,771</b>
Fringes	153,750,407	125,983,701	81.94%	158,796,500	124,683,642	78.52%	34,112,858
Other Expenses:							
Utilities	24,462,100	18,499,464	75.63%	23,413,100	18,651,124	79.66%	4,761,976
Professional and Purchased Services	50,683,341	32,168,590	63.47%	48,965,000	31,551,792	64.44%	17,413,208
Travel, Tuition, and Dues	2,525,081	1,190,160	47.13%	1,752,800	1,154,067	65.84%	598,733
Communications	2,758,104	2,056,964	74.58%	2,840,100	1,636,872	57.63%	1,203,228
Repairs and Maintenance Services	6,118,298	3,634,868	59.41%	3,352,900	2,782,500	82.99%	570,400
Internal Service Fees	2,392,200	1,820,994	76.12%	2,441,000	1,668,825	68.37%	772,175
Transfers To Other Funds and Units	122,485,200	96,882,730	79.10%	140,879,500	112,453,425	79.82%	28,426,075
All Other Expenses	62,847,304	46,318,221	73.70%	63,508,600	40,703,020	64.09%	22,805,580
<b>Total Other Expenses:</b>	<b>274,271,628</b>	<b>202,571,991</b>	<b>73.86%</b>	<b>287,153,000</b>	<b>210,601,625</b>	<b>73.34%</b>	<b>76,551,375</b>
<b>TOTAL EXPENSES</b>	<b>\$ 882,799,700</b>	<b>\$ 699,273,863</b>	<b>79.21%</b>	<b>\$ 886,299,700</b>	<b>\$ 693,347,696</b>	<b>78.23%</b>	<b>\$ 192,952,004</b>

**METROPOLITAN NASHVILLE PUBLIC SCHOOLS**  
Revenue Analysis

Description	FY18 YTD Actuals through Mar 2018	FY18 Annual Revenue Budget	YTD %	FY19 YTD Actuals through Mar 2019	FY19 Annual Revenue Budget	YTD %
Property Taxes	\$ 299,229,901	\$ 317,963,900	94.1%	\$ 309,381,114	\$ 322,381,100	96.0%
Local Option Sales Tax	127,672,864	220,693,700	57.9%	137,318,178	233,058,200	58.9%
Other Taxes, License, Permits	8,918,321	13,301,000	67.1%	12,190,761	20,172,200	60.4%
State Funding	235,391,275	301,988,700	77.9%	230,026,485	289,264,000	79.5%
All Other Revenues	4,717,016	6,292,500	75.0%	6,914,757	21,424,200	32.3%
<b>Grand Total</b>	<b>\$ 675,929,377</b>	<b>\$ 860,239,800</b>	<b>78.6%</b>	<b>\$ 695,831,294</b>	<b>\$ 886,299,700</b>	<b>78.5%</b>



**Metropolitan Nashville Public Schools  
General Purpose Fund #35131  
Expenditures by Function  
For the Fiscal Year Ending June 30, 2018**

Function #	Function Name	FY2019 Budget	FY2019 YTD Actuals @ Mar 31, 2019	% Spent
<b>ADMINISTRATION</b>				
1100	OFFICE OF DIRECTOR OF SCHOOLS	\$ 614,200	\$ 442,801	72.1%
1110	BOARD OF EDUCATION	508,200	398,955	78.5%
1150	CHIEF FINANCIAL OFFICER	297,300	227,333	76.5%
1190	ALIGNMENT NASHVILLE	200,000	150,000	75.0%
1200	HUMAN CAPITAL	6,730,400	4,434,847	65.9%
1205	EMPLOYEE RELATIONS	549,200	430,063	78.3%
1250	CHIEF OF STAFF	569,100	414,641	72.9%
1300	EMPLOYEE BENEFITS	922,500	718,578	77.9%
1400	CHIEF OPERATING OFFICER	243,900	178,994	73.4%
1500	PURCHASING	848,900	635,695	74.9%
1600	FISCAL SERVICES	1,818,700	1,478,133	81.3%
1625	SCHOOL AUDIT	726,300	529,152	72.9%
1700	STUDENT ASSIGNMENT SERVICES	1,309,000	802,764	61.3%
1750	FAMILY INFORMATION CENTER	573,100	463,514	80.9%
1800	COMMUNICATIONS	1,569,200	981,307	62.5%
	<b>TOTAL ADMINISTRATION</b>	<b>\$ 17,480,000</b>	<b>\$ 12,286,778</b>	<b>70.3%</b>
<b>LEADERSHIP AND LEARNING</b>				
2050	CHIEF OF SCHOOLS	3,748,300	2,709,749	72.3%
2055	OFFICE OF PRIORITY SCHOOLS	10,400	2,363	22.7%
2060	STUDENT SUPPORT SERVICES	1,598,700	1,154,607	72.2%
2080	CHIEF ACADEMIC OFFICER	1,623,400	906,222	55.8%
2109	FEDERAL PROGRAMS AND GRANTS	274,300	207,278	75.6%
2112	CENTRAL SCHOOL COUNSELING SERVICES	435,900	323,895	74.3%
2125	IN-SCHOOL SUSPENSION	651,300	454,633	69.8%
2126	HOMEBOUND PROGRAM - REGULAR EDUCATION	179,100	118,114	65.9%
2130	CURRICULUM AND INSTRUCTION	1,177,600	648,893	55.1%
2136	GIFTED/TALENTED PROGRAM	560,600	233,928	41.7%
2137	ADVANCED ACADEMICS	2,089,500	702,395	33.6%
2160	PSYCHOLOGICAL SERVICES	4,934,400	3,845,422	77.9%
2170	RESEARCH, ASSESSMENT, AND EVALUATION	3,274,800	2,241,131	68.4%
2171	CENTRAL LIBRARY INFORMATION SERVICES	546,100	485,696	88.9%
2174	INFORMATION MANAGEMENT AND DECISION SUPPORT	4,625,200	3,507,220	75.8%
2178	INFORMATION TECHNOLOGY	14,844,000	11,389,590	76.7%
2180	TEXTBOOKS	2,247,000	1,818,745	80.9%
2200	DISTRICT STAFF DEVELOPMENT	1,991,300	893,736	44.9%
2203	LEARNING TECHNOLOGY	2,860,200	1,985,621	69.4%
2232	LITERACY PROGRAM	2,074,000	1,107,522	53.4%
2240	SUPPLEMENTARY TEACHER PAY	350,500	575,529	164.2%
2282	STEAM (SCIENCE TECHNOLOGY ENGINEERING ARTS & MATHEMATICS)	1,437,000	1,107,670	77.1%
2310	PRINCIPALS	55,958,100	42,157,559	75.3%
2311	COUNSELING SERVICES	14,863,100	11,859,087	79.8%
2312	LIBRARY SERVICES	11,176,400	8,705,341	77.9%
2313	SUBSTITUTES - REGULAR/CTE	7,478,000	6,938,156	92.8%
2314	HEALTH SERVICES	5,214,100	3,183,183	61.0%
2315	SUBSTITUTES - SPECIAL EDUCATION	840,200	727,586	86.6%
2316	SCHOOL FUNDING ALLOCATION	8,155,500	5,162,595	63.3%
2320	REGULAR TEACHING	239,057,600	199,135,437	83.3%
2321	PRE-K INSTRUCTION	8,132,400	5,286,792	65.0%
2322	CLASSROOM PREPARATION DAY	635,900	639,839	100.6%
2323	ENGLISH LEARNERS - SUPERVISION	1,335,700	1,035,658	77.5%
2324	ENGLISH LEARNERS	17,227,100	15,641,383	90.8%
2325	ENGLISH LEARNERS OTHER	6,805,500	2,673,240	39.3%
2328	PRE-K MODEL CENTERS	3,969,300	2,722,599	68.6%
2332	ACADEMIES OF NASHVILLE (AON)	904,000	565,634	62.6%
2334	INSTRUCTIONAL SUPPORT - OTHER	25,463,300	23,099,894	90.7%
2335	PUPIL SUPPORT - OTHER	3,052,100	1,957,819	64.1%
2336	VANDERBILT MATH & SCIENCE PROGRAM	1,149,500	839,667	73.0%
2350	MUSIC MAKES US	1,901,300	1,229,981	64.7%
2371	CAMPUS SUPERVISORS	2,770,600	1,781,361	64.3%
2395	HOMEWORK HOTLINE	90,000	81,447	90.5%
2505	CAREER & TECHNICAL EDUCATION SUPERVISION	314,600	234,825	74.6%
2520	CAREER & TECHNICAL EDUCATION	7,805,000	6,255,028	80.1%

Metropolitan Nashville Public Schools  
 General Purpose Fund #35131  
 Expenditures by Function  
 For the Fiscal Year Ending June 30, 2018

Function #	Function Name	FY2019 Budget	FY2019 YTD Actuals @ Mar 31, 2019	% Spent
2555	METROPOLITAN GOVERNMENT IT CHARGES	2,148,400	1,449,375	67.5%
2600	ALTERNATIVE LEARNING PROGRAMS	3,607,700	2,410,204	66.8%
2650	NON-TRADITIONAL SCHOOLS	8,853,800	6,991,377	79.0%
2700	OPENING NEW SCHOOLS	155,000	152,499	98.4%
2805	SPECIAL EDUCATION SUPERVISION	1,024,300	750,307	73.3%
2810	SPECIAL EDUCATION CENTERS	6,678,700	5,673,337	84.9%
2820	SPECIAL EDUCATION TEACHING	41,069,600	39,425,739	96.0%
2825	SPECIAL EDUCATION OTHER	26,637,000	19,013,692	71.4%
2999	CAREER LADDER	1,200,000	682,387	56.9%
	<b>TOTAL LEADERSHIP AND LEARNING</b>	<b>\$ 567,207,400</b>	<b>\$ 454,882,991</b>	<b>80.2%</b>
<b>ATTENDANCE AND SOCIAL SERVICES</b>				
3100	ATTENDANCE SERVICES	729,200	599,775	82.3%
3200	SOCIAL AND EMOTIONAL LEARNING	944,400	631,436	66.9%
3210	CLUSTER BASED STUDENT SUPPORT	5,322,900	4,030,743	75.7%
3250	FAMILY & COMMUNITY SERVICES	2,998,600	2,201,754	73.4%
3260	COMMUNITY ACHIEVES	2,108,800	1,316,078	62.4%
	<b>TOTAL ATTENDANCE AND SOCIAL SERVICES</b>	<b>\$ 12,103,900</b>	<b>\$ 8,779,786</b>	<b>72.5%</b>
<b>TRANSPORTATION</b>				
4110	TRANSPORTATION SUPERVISION	3,784,600	2,791,813	73.8%
4130	OPERATION OF SCHOOL BUSES	14,247,500	10,677,333	74.9%
4131	OPERATION OF SPECIAL EDUCATION BUSES	7,750,500	6,275,432	81.0%
4137	BUS MONITORS	5,404,200	4,448,791	82.3%
4160	MAINTENANCE OF VEHICLES	5,627,900	3,882,746	69.0%
4319	MTA BUS PASSES	977,200	629,368	64.4%
	<b>TOTAL TRANSPORTATION</b>	<b>\$ 37,791,900</b>	<b>\$ 28,705,482</b>	<b>76.0%</b>
<b>OPERATION OF PLANT</b>				
5120	PORTABLE MOVING	400,000	418,091	104.5%
5212	CUSTODIAL AND CARE OF GROUNDS	21,878,500	16,336,123	74.7%
5220	UTILITY SERVICES, NATURAL GAS	1,919,800	2,004,469	104.4%
5230	UTILITY SERVICES, WATER & SEWER	3,055,600	2,450,718	80.2%
5240	UTILITY SERVICES, ELECTRICITY	18,437,000	14,188,048	77.0%
5250	UTILITY SERVICES, TELEPHONES	1,017,000	636,771	62.6%
5260	UTILITY SERVICES, WASTE DISPOSAL	1,098,900	798,804	72.7%
5280	RADIO TRANSMISSION	292,600	219,450	75.0%
5315	FIXED ASSET AND INVENTORY CONTROL	2,363,500	1,529,966	64.7%
5320	DELIVERY & MAIL SERVICES	1,013,900	842,028	83.0%
5325	SAFETY AND SECURITY	3,100,000	2,211,361	71.3%
5326	ATHLETIC OFFICE	605,000	568,024	93.9%
	<b>TOTAL OPERATION OF PLANT</b>	<b>\$ 55,181,800</b>	<b>\$ 42,203,853</b>	<b>76.5%</b>
<b>MAINTENANCE OF BUILDINGS</b>				
6110	MAINTENANCE SUPERVISION	567,000	367,870	64.9%
6120	CONSTRUCTION SUPERVISION	548,500	396,691	72.3%
6300	MAINTENANCE OF FACILITIES	18,954,200	13,428,034	70.8%
	<b>TOTAL MAINTENANCE OF BUILDINGS</b>	<b>\$ 20,069,700</b>	<b>\$ 14,192,594</b>	<b>70.7%</b>

Metropolitan Nashville Public Schools  
 General Purpose Fund #35131  
 Expenditures by Function  
 For the Fiscal Year Ending June 30, 2018

Function #	Function Name	FY2019 Budget	FY2019 YTD Actuals @ Mar 31, 2019	% Spent
<b>FIXED CHARGES</b>				
7210	RENTAL LAND AND BUILDING	56,100	47,322	84.4%
7311	RETIREEES GROUP INSURANCE-CERTIFICATED	23,945,000	18,021,744	75.3%
7315	EMPLOYEE DEATH BENEFITS	74,000	64,792	87.6%
7316	EMPLOYEE INJURIES ON THE JOB REIMBURSEMENT	2,621,100	1,848,075	70.5%
7318	RETIREMENT SICK LEAVE PAY-CERTIFICATED	1,500,000	129,653	8.6%
7319	RETIREMENT SICK LEAVE PAY-SUPPORT	208,100	180,006	86.5%
7320	BUILDINGS AND CONTENTS INSURANCE	1,032,900	774,675	75.0%
7325	INSURANCE RESERVE	14,700	14,659	99.7%
7340	LIABILITY INSURANCE	1,290,600	1,002,708	77.7%
7499	GUARANTEED PENSION PAYMENT	4,285,000	3,213,750	75.0%
7777	PROPERTY TAX REFUND	8,532,000	-	0.0%
7900	LEGAL SERVICES	192,000	144,000	75.0%
	<b>TOTAL FIXED CHARGES</b>	<b>\$ 43,751,500</b>	<b>\$ 25,441,383</b>	<b>58.1%</b>
<b>ADULT AND COMMUNITY SERVICES</b>				
8119	DISTRICT DUES	76,100	81,210	106.7%
8320	ADULT EDUCATION PROGRAM	485,100	360,513	74.3%
	<b>TOTAL ADULT AND COMMUNITY SERVICES</b>	<b>\$ 561,200</b>	<b>\$ 441,723</b>	<b>78.7%</b>
	<b>OPERATING TRANSFER TO CHARTER SCHOOLS FUND</b>	<b>\$ 130,552,500</b>	<b>\$ 105,164,338</b>	<b>80.6%</b>
	<b>REIMBURSABLE PROJECTS</b>	<b>\$ 1,599,800</b>	<b>\$ 1,248,768</b>	<b>78.1%</b>
	<b>GRAND TOTAL:</b>	<b>\$ 886,299,700</b>	<b>\$ 693,347,696</b>	<b>78.2%</b>



**WORK SESSION**

METROPOLITAN BOARD OF PUBLIC EDUCATION

2601 Bransford Avenue, Nashville, TN 37204

Work Session – April 23, 2019 – 5:30 p.m.

**Sharon Dixon Gentry, EdD, Chair**

I. CONVENE

II. DISCUSSION

- a. Board Policy 2.601 Fundraising – Donors Choose Presentation

III. ADJOURNMENT