TIME

5:00  I.  CONVENE and ACTION
    A. Establish Quorum
    B. Pledge of Allegiance

5:05  II.  AWARDS AND RECOGNITIONS
    A. GP-3

5:05  III.  AND THE GOOD NEWS IS...
    A. GP-3.1

5:05  IV.  PUBLIC PARTICIPATION
    The Board will hear from those persons who have requested to appear at this Board meeting. In the interest of time, speakers are requested to limit remarks to three minutes or less. Comments will be timed.
    A. 

5:05  V.  GOVERNANCE ISSUES
    A. Actions
       1. Consent
          a. Approval of Minutes – Regular Meeting 04/14/2015
          b. Recommended Award of Contract for Ruby Major Elementary School Additions – Orion Building Corporation
          d. Recommended Award of Construction Management Contract for Martin Luther King, Jr. Magnet School Additions – American Constructors, Inc.
          e. Recommended Award of Construction Management Contract for Hume-Fogg Magnet High School Renovations – Messer Construction Company
          f. Recommended Award of Contract for Roof Replacement at Whites Creek High School – Porter Roofing Contractors, Inc.
          g. Recommended Award of Contract for Roof Replacement at Andrew Jackson Elementary School – Porter Roofing Contractors, Inc.
          h. Recommended Approval of Amendment E for Compensation Adjustments for Design and Construction Management Services – Heery International, Inc.
          i. Recommended Approval of Change Order #2 for Henry Maxwell Elementary School Additions - Bomar Construction Company, Inc.
          j. Recommended Approval of Request #3 for District-wide Roof Repairs (The Academy at Old Cockrill) – Collier Roofing Company, Inc.
          k. Recommended Approval of Request #29 for District-wide Maintenance, Repairs, and General Construction (McGavock High School Library Renovations) - Southland Constructors, LLC
          l. Recommended Approval of Request #11 for District-wide Maintenance, Repairs, and General Construction (New Bordeaux Early Learning Center Front Office) – Kerry G. Campbell, Inc.
m. Recommended Approval of Request #14 for Asbestos Abatement Services (Various Schools) – Levy Industrial Contractors
n. Recommended Approval of Request #1 for Environmental Consulting Services (Various Schools) – Resolution, Inc.
o. Recommended Approval of Request #1 for Environmental Consulting Services (Various Schools) – PDR Engineers
p. Recommended Approval of Request #1 for Site Improvements at Smith Springs Elementary School – Roy T. Goodwin Contractors, Inc.
q. Awarding of Purchases and Contracts
   (1) Apple, Inc.
   (2) Applied Maintenance Supplies & Solutions, LLC
   (3) Best One Tire & Service of Nashville
   (4) Bleachers and Seats.com
   (5) Bridgestone Retail Operations, LLC
   (6) Catapult Learning, LLC
   (7) Central States Bus Sales, Inc.
   (8) Conexión Americas
   (9) Earthwalk Communications, Inc.
   (10) Global Education Center
   (11) Imagine Learning
   (12) Kaplan Early Learning Company
   (13) Lawrence Glass Company
   (14) Lipscomb University
   (15) Murphy-Hoffman Company of Nashville
   (16) Nashville Machine Co.
   (17) Parman Energy Corporation
   (18) Purity Dairies Inc.
   (19) SchoolDude
   (20) Southern Regional Education Board (SREB)
   (21) Tire Centers LLC
   (22) Vanderbilt University – Center for Science Outreach (CSO)
   (23) Awardees from MNPS Request for Proposals (RFP) #15-17: General Instructional (Pedagogy) Training for MNPS Teachers
   (24) Awardees from MNPS Invitation to Bid (ITB) #15-31: General Supplies for Nutrition Services
   (25) Awardees from MNPS Invitation to Bid (ITB) #15-33: Fire Sprinkler Testing and Service
   r. Legal Settlement Claim #C-33175 ($18,000)

2. Motion to confirm board selection of Dr. Michael Looney as Director of Schools

3. Motion to approve Contract for new Director of Schools

5:40 V. REPORTS
A. Director’s Report
   1. 

B. Committee Reports
   1. Collaborative for Academic, Social, and Emotional Learning (CASEL) Conference
   2. Council of the Great City Schools (CGCS) Conference
   3. CLASS
C. Board Chairman’s Report
   1. Announcements
   2. 

   6:00 VI. WRITTEN INFORMATION TO THE BOARD (not for discussion)
   A. Sales Tax Collections as of July 20, 2015
   B. Upcoming Committee Meetings:
      •

   6:00 VII. ADJOURNMENT
**TOPIC** | **DISCUSSION/MOTION** | **FOLLOW-UP/OUTCOME**
---|---|---
- Roll Call | Present: Dr. Jo Ann Brannon, Amy Frogge, Dr. Sharon Gentry, Chair, Tyese Hunter, Elissa Kim, Vice-Chair, Mary Pierce, Will Pinkston, Anna Shepherd, Jill Speering, Dr. Jesse Register, Director of Schools | Dr. Gentry called the meeting to order at 5:00 p.m.
- Pledge of Allegiance | Led by Dr. Tony Majors, Assistant Superintendent of Student Services. | 

### AWARDS AND RECOGNITIONS

- Mike Law – MNPS I.T. Director – Recognition of Software Development | The Board and Dr. Register presented Mike Law with a certificate of recognition for his service, hard work and development of MNPS software. |

### AND THE GOOD NEWS IS…

- MLK High School “Lady Royals” Basketball Team – State Champions | The Board and Dr. Register recognized the MLK High School “Lady Royals” Basketball Team as the 2015 State Champions. |

### PUBLIC PARTICIPATION

- Erick Huth – Annenberg Institute’s Standards and Policy Recommendations | Dr. Huth addressed the Board concerning the Annenberg Institute’s standards and recommendations. He asked the Board to adopt the Annenberg standards. |
- Erica Lanier – Pearl-Cohn High School Graduation Time | Ms. Lanier addressed the Board concerning the change of the time for Pearl-Cohn High School’s graduation. She asked the Board to research the concern. |
- Shaska McBride – Pearl-Cohn High School Graduation Time | Ms. McBride addressed the Board concerning the change of the time for Pearl-Cohn High School’s graduation. She stated that due to the time change, she would not be able to attend the graduation. She asked the Board to research her concern. |
- Shirley Bowere – Pearl-Cohn Graduation | Ms. Bowere addressed the Board concerning the change of the time for Pearl-Cohn High School’s graduation. She asked the Board to research the change. |
<table>
<thead>
<tr>
<th>TOPIC</th>
<th>DISCUSSION/MOTION</th>
<th>FOLLOW-UP/OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Mary Holden – Protect Neighborhood Schools</td>
<td>Ms. Holden addressed the Board concerning protecting neighborhood schools. She asked the Board to research the effect charter school expansion is having on the district and to support the Annenberg standards.</td>
<td></td>
</tr>
<tr>
<td>• Dylan Ross – Protect Neighborhood Schools</td>
<td>Mr. Ross addressed the Board concerning protecting neighborhood schools and equity within MNPS. He asked the Board to support the Annenberg standards.</td>
<td></td>
</tr>
<tr>
<td>• TC Weber - Accountability &amp; Transparency</td>
<td>Mr. Weber addressed the Board concerning accountability and transparency. He asked the Board to ensure that all practices within the district are fair and transparent.</td>
<td></td>
</tr>
<tr>
<td>• Stephen Henry – Protecting Students &amp; Taxpayers</td>
<td>Mr. Henry addressed the Board concerning protecting students and taxpayers. He stated the pros of the Annenberg standards, and asked the Board to adopt those standards.</td>
<td></td>
</tr>
<tr>
<td>• Amanda Kail - Accountability &amp; Transparency</td>
<td>Ms. Kail addressed the Board concerning accountability and transparency in charter schools, and why she supported the Annenberg standards. She asked the Board to adopt the Annenberg standards.</td>
<td></td>
</tr>
<tr>
<td>• Mindy Winningham - Accountability &amp; Transparency</td>
<td>Ms. Winningham addressed the Board concerning accountability and transparency. She asked the Board to support the Annenberg standards.</td>
<td></td>
</tr>
</tbody>
</table>

**GOVERNANCE ISSUES**

- Consent Agenda

  Dr. Brannon pulled V-A-1- m - Recommended Partial Approval of Wade Overpayment Appeal - Administrative Retirement Committee.

  Ms. Kim read the following consent agenda: V-A-1-a Recommended Approval of Change Order #1 for DuPont-Tyler Middle School ADA Upgrades – Edwards Construction, LLC; V-A-1-b-Recommended Approval of Supplement #1 for Ruby Major Elementary School Additions – Gilbert McLaughlin Casella Architects; V-A-1-c-Recommended Approval of Request #1 for Purchase of Cafeteria Tables for Stratford STEM Magnet High School – AmTab Direct; V-A-1-d-Recommended Approval of Request #4 for District-wide Roof Repairs (Percy Priest Elementary School) – Roofing Services and Solutions, LLC; V-A-1-e-Recommended Approval of Request #5 for District-wide Roof Repairs (Hillwood High School) – Roofing Services and Solutions, LLC; V-A-1-f-Recommended Approval of Request #6 for Prototypical Pre-Kindergarten and Kindergarten Playgrounds at Various Schools (Smith Springs Elementary School) – Custom Recreation; V-A-1-g-Recommended Approval of Request #7 for Prototypical Pre-Kindergarten
<table>
<thead>
<tr>
<th>TOPIC</th>
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<tbody>
<tr>
<td>Consent Agenda – continued</td>
</tr>
<tr>
<td>DISCUSSION/MOTION</td>
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</tbody>
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<table>
<thead>
<tr>
<th>FOLLOW-UP/OUTCOME</th>
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</thead>
<tbody>
<tr>
<td>Ms. Shepherd made the motion to approve the consent agenda as read. Dr. Brannon seconded. Ms. Shepherd seconded.</td>
</tr>
<tr>
<td>VOTE: 9-0 – Unanimous</td>
</tr>
<tr>
<td>Dr. Brannon made a motion to defer item V-A-1-m - Recommended Partial Approval of Wade Overpayment Appeal - Administrative Retirement Committee, based upon Metro Legal advisement. Ms. Shepherd seconded.</td>
</tr>
<tr>
<td>VOTE: 9-0 – Unanimous</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOPIC</th>
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</thead>
<tbody>
<tr>
<td>Recommended Approval of 2015-2016 Fiscal Year Budget Request – Budget, Finance, and Capital Needs Committee</td>
</tr>
<tr>
<td>DISCUSSION/MOTION</td>
</tr>
<tr>
<td>Mr. Pinkston made a motion to approve the Recommended Approval of 2015-2016 Fiscal Year Budget Request – Budget, Finance, and Capital Needs Committee. Ms. Speering seconded.</td>
</tr>
<tr>
<td>FOLLOW-UP/OUTCOME</td>
</tr>
<tr>
<td>VOTE: 9-0 – Unanimous</td>
</tr>
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<table>
<thead>
<tr>
<th>TOPIC</th>
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<tbody>
<tr>
<td>Funding Meeting with Governor Haslam and the Urban School Directors</td>
</tr>
<tr>
<td>DISCUSSION/MOTION</td>
</tr>
<tr>
<td>Dr. Register gave a brief report on the meeting he attended with Governor Haslam, and other stakeholders, concerning increasing funding for Tennessee schools.</td>
</tr>
<tr>
<td>FOLLOW-UP/OUTCOME</td>
</tr>
<tr>
<td>VOTE: 9-0 – Unanimous</td>
</tr>
</tbody>
</table>
### TOPIC
- **BEP Funding – A Motion to Hire Counsel for Legal Advice**

<table>
<thead>
<tr>
<th>DISCUSSION/MOTION</th>
<th>FOLLOW-UP/OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Frogge made a motion that the Board engage independent counsel to advise the Board on BEP litigation. Ms. Speering seconded.</td>
<td>VOTE: 4-5 –Yes - (Speering, Pinkston, Gentry, Frogge) No – (Hunter, Shepherd, Brannon, Kim, Pierce)</td>
</tr>
</tbody>
</table>

Ms. Frogge stated that MNPS may have legal interests that differ from other districts involved in the lawsuit, and may need to intervene in the lawsuit to ensure that students and teachers are protected. The Board should acquire legal advice from an attorney who specializes in this area of the law, and it would be helpful to gain a national perspective on the BEP adequacy lawsuit. She suggested John Borkowski work with the Board and Metro Legal as well. Ms. Pierce asked, what additional information would Mr. Borkowski provide outside the legal opinion he already supplied to the Board? Ms. Frogge said, more specific conversations concerning the lawsuit that has been filed. Mr. Pinkston said, he supported the idea of engaging in legal consultation. Ms. Shepherd said, she believes Dr. Register meeting with Gov. Haslam is a step in the right direction but not enough. She stated that fully funding the school district is right, but could not currently support the motion due to the Board’s obligation of hiring a Director. Ms. Speering said she supported the motion. Dr. Gentry said, the BEP formula has never been fully funded. This decision is about taking a stand; not necessarily recouping all of the funding but making the right decision for students and teachers. It is important for the Board to be fully aware and obtain legal advice concerning the BEP.

Ms. Frogge announced that she will bring a motion concerning the Board engaging independent counsel to advise the Board on the BEP litigation at the next Board meeting.

### REPORTS

<table>
<thead>
<tr>
<th>REPORT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Director’s Report</td>
<td>See “Funding Meeting with Governor Haslam and the Urban School Directors”.</td>
</tr>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>B. Committee Reports</td>
<td>Ms. Shepherd gave a brief CLASS update on the Guns in Parks and Voucher bills.</td>
</tr>
<tr>
<td>1. CLASS</td>
<td></td>
</tr>
<tr>
<td>2. Budget, Finance and Capital Needs/Notice of Resolution</td>
<td>Ms. Shepherd announced that the Mayor’s Budget Hearing will be held on April 16th. The Metro Council Budget Hearing will be held June 8th. Ms. Shepherd gave notice that she would bring a motion to the next Board meeting concerning the adoption of the Annenberg Standards.</td>
</tr>
</tbody>
</table>

April 14, 2015
<table>
<thead>
<tr>
<th>TOPIC</th>
<th>DISCUSSION/MOTION</th>
<th>FOLLOW-UP/OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Community Engagement</td>
<td>Mr. Pinkston announced that the Board held a Community Engagement Committee meeting on April 6th. The following topics were discussed: Director Search Public Engagement and the Strategic Communications Plan. The next meeting will be held May 4th at 4:00 p.m. at the Martin Center.</td>
<td></td>
</tr>
<tr>
<td>4. Naming of Schools</td>
<td>Dr. Brannon informed the Board of the proposed change to the name of I.T. Creswell. See attached document. The Naming of Schools Committee will meet April 30th.</td>
<td></td>
</tr>
<tr>
<td>5. Teaching and Learning</td>
<td>Ms. Speering stated that the Teaching and Learning Committee met and discussed Student Success on March 31st.</td>
<td></td>
</tr>
<tr>
<td>C. Board Chairman’s Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Announcements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• National School Boards</td>
<td>Ms. Shepherd announced that on March 30th she attended an event hosted by the NAZA program.</td>
<td></td>
</tr>
<tr>
<td>Association (NSBA)</td>
<td>Ms. Shepherd and Ms. Speering announced that they attended a VIP Tour at Dupont-Hadley Middle Prep sponsored by the Nashville Chamber of Commerce on April 1st.</td>
<td></td>
</tr>
<tr>
<td>Conference</td>
<td>Ms. Shepherd announced that she attended the Mayoral Forum at Hillsboro and Overton High Schools.</td>
<td></td>
</tr>
<tr>
<td>• Nashville After School</td>
<td>Ms. Speering announced that students at Whites Creek High School are studying alternative fuel energy. One example of this is soybean fuel. Students are also using solar panels to generate energy to power their go-carts.</td>
<td></td>
</tr>
<tr>
<td>Alliance (NAZA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• VIP Tour at Dupont-Hadley</td>
<td>Ma. Speering announced that she attended Maplewood Monday at Maplewood High School.</td>
<td></td>
</tr>
<tr>
<td>Middle Prep</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Mayoral Forum</td>
<td>Ms. Speering announced that students at Neely’s Bend Middle Prep. The conference was very impressive with 200 attendees.</td>
<td></td>
</tr>
<tr>
<td>• High School Court Rooms</td>
<td>Ms. Speering announced that she attended Maplewood Monday at Maplewood High School.</td>
<td></td>
</tr>
<tr>
<td>• Whites Creek High School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Neely’s Bend Middle Prep</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Maplewood High School</td>
<td>Ms. Speering announced NASA is preparing to send humans to Mars in 2024. In preparation for that event, the Maplewood Martians have formed hypotheses, conducted tests and even skyped with a NASA scientist.</td>
<td></td>
</tr>
</tbody>
</table>
### Metropolitan Nashville Public Schools
#### Board of Education
#### Regular Meeting
#### Minutes
#### April 14, 2015

<table>
<thead>
<tr>
<th>TOPIC</th>
<th>DISCUSSION/MOTION</th>
<th>FOLLOW-UP/OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Project Based Learning (PBL) Event</td>
<td>Ms. Speering announced that Todd Wiggington is requesting for community volunteers to help judge two days of Project Based Learning (PBL) 3-minute presentations on May 12th and May 13th. Volunteers should contact Todd Wiggington.</td>
<td></td>
</tr>
<tr>
<td>• Mayoral Forum</td>
<td>Dr. Brannon announced that she attended the Mayoral Forum at Overton High School.</td>
<td></td>
</tr>
<tr>
<td>• State of Schools Address</td>
<td>Dr. Brannon announced that the State of Schools Address would be held at Overton High School on April 15th at 10:00 a.m.</td>
<td></td>
</tr>
<tr>
<td>• Director of Schools Search Committee</td>
<td>Dr. Gentry announced that a Director of Schools Search Committee meeting will be held on April 16th.</td>
<td></td>
</tr>
</tbody>
</table>

### WRITTEN INFORMATION TO THE BOARD

- **Upcoming Committee Meetings**
- **Adjournment**
  - Ms. Frogge adjourned the meeting at 6:33 p.m.
- **Signatures**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Chris M. Henson</td>
<td>Sharon Dixon Gentry</td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>Board Secretary</td>
<td>Board Chair</td>
<td></td>
</tr>
</tbody>
</table>
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

a. RECOMMENDED AWARD OF CONTRACT FOR RUBY MAJOR ELEMENTARY SCHOOL ADDITIONS – ORION BUILDING CORPORATION

Bid Date: May 28, 2015      Bid Time: 2:00 PM
Architect: Gilbert McLaughlin Cassella Architects

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orion Building Corporation</td>
<td>$3,590,000</td>
</tr>
<tr>
<td>Bomar Construction Company, Inc.</td>
<td>$3,644,000</td>
</tr>
<tr>
<td>Carden Company, Inc.</td>
<td>$4,649,000</td>
</tr>
<tr>
<td>R.G. Anderson Company, Inc.</td>
<td>No Response</td>
</tr>
</tbody>
</table>

It is recommended that this contract be awarded to Orion Building Corporation on the basis of their adjusted bid for the total sum of $3,337,800.

Projects recently successfully completed:
- Norman Binkley Renovations & Additions
- Vanderbilt University – Central Library
- MTSU – Student Health, Wellness, & Recreation Center

Legality approved by Metro Department of Law.

FUNDING: 45015.80404315

DATE: July 23, 2015
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. RECOMMENDED AWARD OF CONTRACT FOR GLENCLIFF ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS – R.G. ANDERSON COMPANY, INC.

Bid Date: June 18, 2015  Bid Time: 2:00 PM
Architect: Bootstrap Architecture

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Alt: Duct Work</th>
<th>Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>R.G. Anderson Company, Inc.</td>
<td>$3,014,000</td>
<td>$21,000</td>
<td>$3,035,000</td>
</tr>
<tr>
<td>Bomar Construction Company, Inc.</td>
<td>$3,053,000</td>
<td>$24,000</td>
<td>$3,077,000</td>
</tr>
<tr>
<td>Orion Building Corporation</td>
<td>$3,305,000</td>
<td>$35,750</td>
<td>$3,340,750</td>
</tr>
<tr>
<td>Carden Company, Inc.</td>
<td>$3,357,000</td>
<td>$19,495</td>
<td>$3,376,495</td>
</tr>
</tbody>
</table>

It is recommended that this contract be awarded to R.G. Anderson Company, Inc. on the basis of their low bid, including Alternate 1, for the total sum of $3,035,000.

Projects recently successfully completed:
- Antioch Middle School Additions and Renovations
- W.H. Oliver Middle School Additions
- KIPP Nashville

Legality approved by Metro Department of Law.

FUNDING: 45015.80404015

DATE: July 23, 2015
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. RECOMMENDED AWARD OF CONSTRUCTION MANAGEMENT CONTRACT FOR MARTIN LUTHER KING, JR. MAGNET SCHOOL ADDITIONS – AMERICAN CONSTRUCTORS, INC.

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Ranking</th>
<th>Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Constructors, Inc.</td>
<td>72</td>
<td>$423,436.90</td>
</tr>
<tr>
<td>Bell &amp; Associates Construction</td>
<td>75</td>
<td>$485,293.00</td>
</tr>
<tr>
<td>Hoar Construction, LLC</td>
<td>74</td>
<td>$688,529.15</td>
</tr>
<tr>
<td>Messer Building Corporation</td>
<td>71</td>
<td></td>
</tr>
<tr>
<td>R.G. Anderson Company, Inc.</td>
<td>63</td>
<td></td>
</tr>
</tbody>
</table>

A request for qualifications and costs for Construction Management Services for Martin Luther King, Jr. Magnet School Additions was properly advertised. The respondents’ proposals were evaluated for qualifications and costs by the evaluation committee. Costs submitted included overhead, general conditions, and markup based on an estimated Guaranteed Maximum Proposal for Phase 1 of $5,090,000. The qualifications were evaluated, and points established, to rank all proposers. The submitted costs for the top three scorers were reviewed with a recommendation to award the contract to the lowest cost bid.

It is recommended that American Constructors, Inc. be awarded this contract for Construction Management Services for an estimated construction cost of $5,122,000.

Legality approved by Metro Department of Law.

FUNDING: 45015.80404415

DATE: JULY 23, 2015
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

d. RECOMMENDED AWARD OF CONSTRUCTION MANAGEMENT CONTRACT FOR HUME-FOGG MAGNET HIGH SCHOOL RENOVATIONS – MESSER CONSTRUCTION COMPANY

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Ranking</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Messer Construction Company</td>
<td>75</td>
<td>$215,075.00</td>
</tr>
<tr>
<td>Skanska USA Building</td>
<td>71</td>
<td>$269,700.00</td>
</tr>
<tr>
<td>Orion Building Corporation</td>
<td>74</td>
<td>$333,057.75</td>
</tr>
<tr>
<td>R.G. Anderson Company, Inc.</td>
<td>67</td>
<td></td>
</tr>
<tr>
<td>The Parent Company</td>
<td>64</td>
<td></td>
</tr>
</tbody>
</table>

A request for qualifications and costs for Construction Management Services for Hume-Fogg Magnet High School Renovations was properly advertised. The respondents’ proposals were evaluated for qualifications and costs by the evaluation committee. Costs submitted included overhead, general conditions, and markup based on an estimated Guaranteed Maximum Proposal for Phase 1 of $2,400,000. The qualifications were evaluated, and points established, to rank all proposers. The submitted costs for the top three scorers were reviewed with a recommendation to award the contract to the lowest cost bid.

It is recommended that this contract be awarded to Messer Construction Company for Construction Management Services based on an estimated total construction cost of $13,500,000.

Legality approved by Metro Department of Law.

FUNDING: 45015.80404915

DATE: JULY 23, 2015
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

e. RECOMMENDED AWARD OF CONTRACT FOR ROOF REPLACEMENT AT WHITES CREEK HIGH SCHOOL – PORTER ROOFING CONTRACTORS, INC.

Bid Date: July 7, 2015  Bid Time: 2:00 PM
Architect: ARTifice, LLC

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid:</th>
</tr>
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<tbody>
<tr>
<td>Porter Roofing Contractors, Inc.</td>
<td>$1,699,900</td>
</tr>
<tr>
<td>Jolly Roofing and Contracting Company, Inc.</td>
<td>$1,885,000</td>
</tr>
<tr>
<td>Eskola, LLC</td>
<td>$1,990,000</td>
</tr>
<tr>
<td>Maxwell Roofing and Sheet Metal, Inc.</td>
<td>$2,084,484</td>
</tr>
</tbody>
</table>

It is recommended that this contract be awarded to Porter Roofing Contractors, Inc. on the basis of their low bid in the amount of $1,699,900.

Projects recently successfully completed:
- Roof Replacement at Cole Elementary School
- Roof Replacement at Harpeth Valley Elementary School
- Roof Replacement at Hume-Fogg Magnet High School

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45015.80406715

DATE: July 23, 2015
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

f. RECOMMENDED AWARD OF CONTRACT FOR ROOF REPLACEMENT AT ANDREW JACKSON ELEMENTARY SCHOOL – PORTER ROOFING CONTRACTORS, INC.

Bid Date: July 7, 2015  Bid Time: 2:00 PM
Architect: ARTifice, LLC

<table>
<thead>
<tr>
<th>Bidder:</th>
<th>Base Bid:</th>
<th>Alt 1:</th>
<th>Alt 2:</th>
<th>Total:</th>
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<tbody>
<tr>
<td>Porter Roofing Contractors, Inc.</td>
<td>$460,952</td>
<td>$96,960</td>
<td>$51,240</td>
<td>$609,152</td>
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<td>Eskola, LLC</td>
<td>$579,000</td>
<td>$84,000</td>
<td>$43,000</td>
<td>$706,000</td>
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</tbody>
</table>

It is recommended that this contract be awarded to Porter Roofing Contractors, Inc. on the basis of their low bid in the amount of $609,152.

Projects recently successfully completed:
- Roof Replacement at Cole Elementary School
- Roof Replacement at Harpeth Valley Elementary School
- Roof Replacement at Hume-Fogg Magnet High School

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45015.80406715
DATE: July 23, 2015

g. RECOMMENDED APPROVAL OF AMENDMENT E FOR COMPENSATION ADJUSTMENTS FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES – HEERY INTERNATIONAL, INC.

We are requesting a one-year extension of our contract with Heery International, Inc. The original contract states that this contract will be extended for a one (1) year term not to exceed five years total. This would be the fifth and final year of a five-year plan.

Hourly rates to be adjusted per the Employment Cost Index.

The total compensation for this contract, including contract extension, shall not exceed $5,000,000.

It is recommended that this extension, rate adjustment, and total compensation be approved.

Legality approved by Metro Department of Law.

FUNDING: Funding will vary based on project
DATE: July 23, 2015
GOVERNANCE ISSUES

A. ACTIONS
   
   1. CONSENT

   h. RECOMMENDED APPROVAL OF CHANGE ORDER #2 FOR HENRY MAXWELL ELEMENTARY SCHOOL ADDITIONS - BOMAR CONSTRUCTION COMPANY, INC.

   You are requested to make the following changes to this contract:

   1. Remove rock and backfill at site. $1,990.10
      Total $1,990.10

   It is recommended that this change order be approved.

   Legality approved by Metro Department of Law

   FUNDING: 45014.80404714

   DATE: July 23, 2015

   i. RECOMMENDED APPROVAL OF REQUEST #3 FOR DISTRICT-WIDE ROOF REPAIRS (THE ACADEMY AT OLD COCKRILL) – COLLIER ROOFING COMPANY, INC.

   We are requesting approval to issue a purchase order for roof replacement at The Academy at Old Cockrill in the amount of $156,488.

   It is recommended that this request be approved.

   Legality approved by Metro Department of Law

   FUNDING: 45014.80406214

   DATE: July 23, 2015

   j. RECOMMENDED APPROVAL OF REQUEST #29 FOR DISTRICT-WIDE MAINTENANCE, REPAIRS, AND GENERAL CONSTRUCTION (MCGAVOCK HIGH SCHOOL LIBRARY RENOVATIONS) - SOUTHLAND CONSTRUCTORS, LLC.

   We are requesting approval to issue a purchase order for the McGavock High School Library Renovations in the amount of $535,000.

   It is recommended that this request be approved.

   Legality approved by Metro Department of Law

   FUNDING: Metro Library Services

   DATE: July 23, 2015
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

k. RECOMMENDED APPROVAL OF REQUEST #11 FOR DISTRICT-WIDE MAINTENANCE, REPAIRS, AND GENERAL CONSTRUCTION (NEW BORDEAUX EARLY LEARNING CENTER FRONT OFFICE) – KERRY G. CAMPBELL, INC.

We are requesting approval to issue a purchase order for the construction of the New Bordeaux Elementary School Front Office in the amount of $507,700.

It is recommended that this request be approved.

Legality approved by Metro Department of Law

FUNDING: 45015.80404515

DATE: July 23, 2015

l. RECOMMENDED APPROVAL OF REQUEST #14 FOR ASBESTOS ABATEMENT SERVICES (VARIOUS SCHOOLS) – LEVY INDUSTRIAL CONTRACTORS

We are requesting approval to issue a purchase order for Asbestos Abatement Services at Various Schools in the amount of $65,000.

It is recommended that this request be approved.

Legality approved by Metro Department of Law

FUNDING: 45015.80405615

DATE: July 23, 2015

m. RECOMMENDED APPROVAL OF REQUEST #1 FOR ENVIRONMENTAL CONSULTING SERVICES (VARIOUS SCHOOLS) – RESOLUTION, INC.

We are requesting approval to issue a purchase order for Environmental Consulting Services at Various Schools in the amount of $40,000.

It is recommended that this request be approved.

Legality approved by Metro Department of Law

FUNDING: 45015.80405615

DATE: July 23, 2015
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

n. RECOMMENDED APPROVAL OF REQUEST #1 FOR ENVIRONMENTAL CONSULTING SERVICES (VARIOUS SCHOOLS) – PDR ENGINEERS

We are requesting approval to issue a purchase order for Environmental Consulting Services at Various Schools in the amount of $25,000.

It is recommended that this request be approved.

Legality approved by Metro Department of Law

FUNDING: 45015.80405615

DATE: July 23, 2015

o. RECOMMENDED APPROVAL OF REQUEST #1 FOR SITE IMPROVEMENTS AT SMITH SPRINGS ELEMENTARY SCHOOL – ROY T. GOODWIN CONTRACTORS, INC.

We are requesting approval to issue a purchase order for Site Improvements at Smith Springs Elementary School in the amount of $121,859.23.

It is recommended that this request be approved.

Legality approved by Metro Department of Law.

FUNDING: 45014.80404314

DATE: July 23, 2015
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(1) VENDOR: Apple, Inc.

SERVICE/GOODS: Requisition to purchase one hundred seventy-two (172) iPads with AppleCare, for use by Pre-K teachers and academic coaches in administering and recording GOLD on-line assessments (contracted through Teaching Strategies, LLC). This purchase piggybacks the State of Tennessee contract with Apple, Inc.

TERM: July 24, 2015 through December 31, 2015

FOR WHOM: MNPS Pre-K teachers and academic coaches

COMPENSATION: Total purchase is not to exceed $62,000.

OVERSIGHT: Leadership and Learning – Pre-K

EVALUATION: Quality of product and service support; timeliness of delivery.

MBPE Contract Number: State of Tennessee contract #34905
Source of Funds: Federal Funds – Pre-K Grant

p. Awarding of Purchases and Contracts

(2) VENDOR: Applied Maintenance Supplies & Solutions, LLC

SERVICE/GOODS: Requisition #110846 for the purchase of shop supplies such as fuses, fittings, spray paint, etc. This purchase piggybacks the U.S. Government General Services Administration (GSA) contract with Applied Maintenance Supplies & Solutions, LLC.

TERM: July 24, 2015 through July 23, 2016

FOR WHOM: Facility and Grounds Maintenance

COMPENSATION: This purchase is not to exceed $50,000.

OVERSIGHT: Facility and Grounds Maintenance

EVALUATION: Quality of products and timeliness of delivery.

MBPE Contract Number: GSA contract #GSA-GS-21F-50X
Source of Funds: Operating Budget
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(3) VENDOR: Best One Tire & Service of Nashville

SERVICE/GOODS: Requisition #110847 for the purchase of bus and white fleet tires. This purchase piggybacks the Metropolitan Government of Nashville (Metro) contract with Best One Tire & Service of Nashville.

TERM: July 24, 2015 through July 23, 2016

FOR WHOM: Transportation

COMPENSATION: This purchase is not to exceed $150,000.

OVERSIGHT: Transportation

EVALUATION: Quality of products and timeliness of delivery.

MBPE Contract Number: Metro contract #326537
Source of Funds: Operating Budget

p. Awarding of Purchases and Contracts

(4) VENDOR: Bleachers and Seats.com

SERVICE/GOODS: Requisition #110216 for the purchase and installation of bleachers at Bellevue Middle School. This purchase piggybacks the Williamson County contract with Bleachers and Seats.com.

TERM: July 24, 2015 through June 30, 2016

FOR WHOM: Students and staff at Bellevue Middle School

COMPENSATION: This purchase is not to exceed $54,430.50.

OVERSIGHT: Facility and Grounds Maintenance

EVALUATION: Quality of product and service support; timeliness of delivery.

MBPE Contract Number: Williamson County contract RFP #969-A1
Source of Funds: Capital Funds – Middle School Athletic Fields
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(5) VENDOR: Bridgestone Retail Operations, LLC

SERVICE/GOODS: Contractor will sponsor the Automotive Training Program (ATP) at Maplewood High School by providing MNPS use of the Bridgestone/Firestone logos and services such as equipment, furniture, training, field trips, etc.

TERM: July 24, 2015 through July 23, 2020

FOR WHOM: Maplewood High School students enrolled in the ATP

COMPENSATION: Contractor will provide in-kind sponsorship benefits (non-cash) of $100,000 in the first year of the contract and $50,000 each year thereafter.

OVERSIGHT: Leadership and Learning

EVALUATION: Annual meeting of both parties to audit the performance of the contract.

MBPE Contract Number: 2-00638-00
Source of Funds: Revenue

p. Awarding of Purchases and Contracts

(6) VENDOR: Catapult Learning, LLC

SERVICE/GOODS: Eighth Amendment to the contract, adding supplementary instruction, professional development, and family services.

TERM: August 1, 2012 through July 31, 2016

FOR WHOM: Selected students at Non-Public Schools in Davidson County

COMPENSATION: This Amendment increases total compensation under the contract by $740,000.

Total compensation under this contract is not to exceed $4,014,206.

OVERSIGHT: Federal Programs

EVALUATION: On-Site visits, parent surveys, staff surveys, and state monitoring.

MBPE Contract Number: 2-450537-04A8
Source of Funds: Federal Funds - Title I
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

   p. Awarding of Purchases and Contracts

   (7) VENDOR: Central States Bus Sales, Inc.

   SERVICE/GOODS: Requisition #110849 for the purchase of bus parts. This vendor is the exclusive retailer for Blue Bird bus parts.

   TERM: July 24, 2015 through July 23, 2016

   FOR WHOM: Transportation

   COMPENSATION: This purchase is not to exceed $60,000.

   OVERSIGHT: Transportation

   EVALUATION: Quality of products and timeliness of delivery.

   MBPE Contract Number: N/A
   Source of Funds: Operating Budget

   p. Awarding of Purchases and Contracts

   (8) VENDOR: Conexion Americas

   SERVICE/GOODS: Contractor will provide its Parents as Partners Program to Early Learning Centers throughout the district. Services include a Family Engagement Coordinator at each site and a curriculum of instruction/events for parents of Pre-K students.

   TERM: July 24, 2015 through June 30, 2016

   FOR WHOM: MNPS Pre-K parents

   COMPENSATION: Total compensation under this contract is not to exceed $350,000.

   OVERSIGHT: Leadership and Learning - Early Learning

   EVALUATION: Timeliness and quality of products and services provided.

   MBPE Contract Number: 2-473035-04
   Source of Funds: Federal Funds – Pre-K Grant
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(9) VENDOR: Earthwalk Communications, Inc.

SERVICE/GOODS: Requisition #110630 to purchase 65 MiniMax carts for Dell laptop computers. This purchase piggybacks the Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) contract with Earthwalk Communications, Inc.

TERM: July 24, 2015 through December 31, 2015

FOR WHOM: MNPS classrooms utilizing Dell laptop computers

COMPENSATION: This purchase is not to exceed $110,305.

OVERSIGHT: Technology and Information Services

EVALUATION: Quality of products and timeliness of delivery.

MBPE Contract Number: PEPPM contract 2015
Source of Funds: Capital Funds - Technology

p. Awarding of Purchases and Contracts

(10) VENDOR: Global Education Center

SERVICE/GOODS: Contractor will provide the following events/services for the Ross, Bordeaux, and Casa Azafran Early Learning Centers:

- Interactive cultural museum presentations
- Concert series
- Cultural performances
- International festivals
- Drum and dance residencies
- Professional development opportunities for teachers
- Cultural resources for teachers

TERM: July 24, 2015 through June 30, 2016

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

COMPENSATION: Total compensation for this contract is not to exceed $95,000.

OVERSIGHT: Leadership and Learning - Early Learning

EVALUATION: Timeliness and quality of products and services provided.

MBPE Contract Number: 2-332595-02
Source of Funds: Operating Budget
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(11) VENDOR: Imagine Learning

SERVICE/GOODS: Requisition #110532 to purchase 226 annual licenses for the Imagine Learning language and literacy products specifically designed for English Learners. This purchase piggybacks the Philadelphia School District’s contract with Imagine Learning.

TERM: July 24, 2015 through July 23, 2016

FOR WHOM: MNPS EL students

COMPENSATION: Total purchase is not to exceed $34,000.

OVERSIGHT: Leadership and Learning – English Learners

EVALUATION: Quality and effectiveness of the product.

MBPE Contract Number: Philadelphia School District contract #RFQ-022212
Source of Funds: Operating Budget

p. Awarding of Purchases and Contracts

(12) VENDOR: Kaplan Early Learning Company

SERVICE/GOODS: Requisition to purchase one hundred seventy-two (172) of vendor’s PreSchool Curriculum Kits. This purchase piggybacks the BuyBoard contract with Kaplan Early Learning Company.

TERM: July 24, 2015 through December 31, 2015

FOR WHOM: MNPS Pre-K teachers and staff

COMPENSATION: This purchase is not to exceed $159,917.

OVERSIGHT: Leadership and Learning – Pre-K

EVALUATION: Quality of products and timeliness of delivery.

MBPE Contract Number: BuyBoard contract #407-12
Source of Funds: Federal Funds – Pre-K Grant
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(13) VENDOR: Lawrence Glass Company

SERVICE/GOODS: Requisition #111056 for the purchase of vehicle glass repair parts and labor. This purchase piggybacks the Metropolitan Government of Nashville (Metro) contract with Lawrence Glass Company.

TERM: July 24, 2015 through July 23, 2016

FOR WHOM: Transportation

COMPENSATION: This purchase is not to exceed $50,000.

OVERSIGHT: Transportation

EVALUATION: Quality of products and workmanship.

MBPE Contract Number: Metro contract #333479
Source of Funds: Operating Budget

p. Awarding of Purchases and Contracts

(14) VENDOR: Lipscomb University

SERVICE/GOODS: The on-line course “College Access Project”, provided in five 8-week segments with a two week gap between each segment. Three graduate credit hours are earned upon completion. The course covers the following topics:
1. The college admissions process
2. How to help students find funding streams to pay for college
3. How to develop a college-going culture
4. Ethics of college counseling

TERM: July 24, 2015 through August 30, 2016.

FOR WHOM: Approximately thirty-five (35) selected MNPS school counselors

COMPENSATION: Course fee is $912.50 per student.

Total compensation under this contract is not to exceed $31,938.

OVERSIGHT: Leadership and Learning

EVALUATION: Pre- and post-test.

MBPE Contract Number: 2-544435-12
Source of Funds: Federal Funds - School Climate Grant
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(15) VENDOR: Murphy-Hoffman Company of Nashville

SERVICE/GOODS: Requisition #110861 for the purchase of bus parts. This vendor is the exclusive retailer for Cummins parts used on the MNPS fleet.

TERM: July 24, 2015 through July 23, 2016

FOR WHOM: Transportation

COMPENSATION: This purchase is not to exceed $80,000.

OVERSIGHT: Transportation

EVALUATION: Quality of products and timeliness of delivery.

MBPE Contract Number: N/A
Source of Funds: Operating Budget

p. Awarding of Purchases and Contracts

(16) VENDOR: Nashville Machine Co.

SERVICE/GOODS: Requisition #111080 for the purchase of elevator monitoring and preventive maintenance. This vendor is the exclusive retailer in Middle Tennessee for Thyssen Krupp Elevators. This purchase piggybacks the Sumner County contract with Nashville Machine Co.

TERM: July 24, 2015 through July 23, 2016

FOR WHOM: Facility and Grounds Maintenance

COMPENSATION: This purchase is not to exceed $104,570.04.

OVERSIGHT: Facility and Grounds Maintenance

EVALUATION: Quality of services provided.

MBPE Contract Number: Sumner County Bid dated January 8, 2013
Source of Funds: Operating Budget
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(17) VENDOR: Parman Energy Corporation

SERVICE/GOODS: Requisition #111052 for the purchase of vehicle oil, grease, defrost fluid, etc. This purchase piggybacks the Metropolitan Government of Nashville (Metro) contract with Parman Energy Corporation.

TERM: July 24, 2015 through July 23, 2016

FOR WHOM: Transportation

COMPENSATION: This purchase is not to exceed $100,000.

OVERSIGHT: Transportation

EVALUATION: Quality of products and timeliness of delivery.

MBPE Contract Number: Metro contract #19382
Source of Funds: Operating Budget

p. Awarding of Purchases and Contracts

(18) VENDOR: Purity Dairies Inc.

SERVICE/GOODS: Milk and dairy products for Nutrition Services. This contract is awarded from MNPS Invitation to Bid #B15-32.

TERM: July 24, 2015 through June 30, 2016

FOR WHOM: Nutrition Services

COMPENSATION: Total compensation under this contract is not to exceed $110,000.

OVERSIGHT: Nutrition Services

EVALUATION: Contractor performance will be evaluated based upon feedback from Nutrition Services.

MBPE Contract Number: 2-172501-00
Source of Funds: Nutrition Services Fund
A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(19) VENDOR: SchoolDude

SERVICE/GOODS: Three requisitions to purchase Success Tune-up Service, Maintenance Direct, PM Direct, and Inventory Direct subscription licenses. These purchases piggyback the National Joint Powers Alliance (NJPA) contract with SchoolDude.

TERM: July 24, 2015 through July 23, 2016

FOR WHOM: Facility and Grounds Maintenance

COMPENSATION: Total purchase is not to exceed $59,533.91.

OVERSIGHT: Facility and Grounds Maintenance

EVALUATION: Quality and reliability of the products.

MBPE Contract Number: NJPA contract #113011-SDI

Source of Funds: Operating Budget

p. Awarding of Purchases and Contracts

(20) VENDOR: Southern Regional Education Board (SREB)

SERVICE/GOODS: Eighth Amendment to the contract, increasing compensation and adding a 2-day Literacy Workshop for the teachers and staff at Jere Baxter Middle School. The workshop will be conducted July 28-29, 2015.

TERM: August 5, 2012 through June 30, 2016

FOR WHOM: Teachers and staff at Jere Baxter Middle School

COMPENSATION: This Amendment increases total compensation under the contract by $3,520.

Total compensation under this contract is not to exceed $916,930.

OVERSIGHT: Leadership and Learning

EVALUATION: Quality and effectiveness of the workshop.

MBPE Contract Number: 2-00375-00A8

Source of Funds: Federal Funds – School Improvement Grant (SIG)
A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(21) VENDOR: Tire Centers LLC

SERVICE/GOODS: Requisition #111054 for the purchase of bus tires and wheels. This purchase piggybacks the Metropolitan Government of Nashville (Metro) contract with Tire Centers LLC.

TERM: July 24, 2015 through July 23, 2016

FOR WHOM: Transportation

COMPENSATION: This purchase is not to exceed $150,000.

OVERSIGHT: Transportation

EVALUATION: Quality of products and timeliness of delivery.

MBPE Contract Number: Metro contract #326538
Source of Funds: Operating Budget
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

   p. Awarding of Purchases and Contracts

   (22) VENDOR: Vanderbilt University – Center for Science Outreach (CSO)

   SERVICE/GOODS: Second Amendment to the Contract, increasing compensation for the 2015-2016 school year. Contractor supports and enriches science classroom instruction through the design and implementation of its Resident Scientist Program. The goal of the program is to incorporate scientists and scientists-in-training into science classrooms throughout MNPS. Contractor recruits and trains graduate students and postdoctoral fellows in the sciences to become instructional partners with MNPS teachers. Contractor will also develop a “Teacher Professional Licensure Track”.

   MNPS agrees to annually hire up to five STEM PhDs who have completed the Licensure Track.

   TERM: June 1, 2014 through May 31, 2019

   FOR WHOM: Select MNPS schools

   COMPENSATION: This amendment increases the annual fee paid to Contractor from $167,000 to $205,000, effective for the 2015-2016 school year.

   OVERSIGHT: Leadership and Learning

   EVALUATION: To be monitored and evaluated based on feedback from teachers and students in the program. The Program Coordinator for the Scientist in the Classroom Project will oversee the project, monitor the Science Teaching Fellows and participating teachers, and make changes as needed based on input from Vanderbilt’s Center for Science Outreach and the Science Coordinator for MNPS.

   MBPE Contract Number: 2-218740-19 Annex 55A2

   Source of Funds: Operating Budget
July 14, 2015

MEMORANDUM

To: Metropolitan Nashville Board of Public Education
From: Gary Appenfelder, Director of Purchasing
Subject: Supplemental information regarding the contract summary titled “Awardees from MNPS Request for Proposals (RFP) #15-17 (General Instructional Training for Teachers)”

The subject RFP was issued with the objective of selecting a well-qualified, robust list of contract awardees from which a principal could choose the awardee best matched to that individual school’s professional development needs in Pedagogy.

Thirty-eight (38) proposals were submitted in response to the RFP. Two of the proposals were for services clearly outside the scope of the RFP and were therefore disqualified. A twelve-member Evaluation Team, consisting of representatives from Leadership & Learning, Instructional Products, School Improvement, Planning, Instructional Support, Lead Principals, Social & Emotional Learning, Classroom Management, Guidance & Counseling, Behavior, and Federal Programs, evaluated and scored the proposals on a rubric of the following factors:

- Qualitative content of proposed training
- Experience & qualifications
- Price
- References
- Contract terms

The proposals were placed in a matrix to indicate which of the focus areas from the Scope of Work (shown below) each proposal addressed, and order ranked by aggregate scoring result.

Classroom Management
Instructional Planning/Delivery
Relationship Building
Communication Skills
Parent/Student/Community Engagement
Dealing with Student Cultural Diversity

Proposals were selected for award recommendation in ranked sequence such that at least ten vendors would be available for principals to choose from in each of the six focus areas. In addition to the overall scoring rank, each recommended proposal was required to have scored in the top two-thirds of proposals for the qualitative evaluation categories alone (Content
quality, Experience & qualifications, references). The result is a list of twenty-three (23)
proposals recommended for contract award.

Once approved by the Board, the contracts with all of the awardees will be virtually identical
for the following terms:

1. The contract term length will initially be three years, with the option to extend the
term up to a maximum of five years.
2. Services and pricing will be exactly as stated in each vendor's proposal.
3. There will be no minimum or guaranteed number of schools serviced, or dollar
commitment, for any vendor. Each contract will contain a “not to exceed” limitation
of $300,000. Actual expenditures against each contract will be monitored and, for any
case where expenditures to a Contractor approach the “not to exceed” limit, a contract
amendment can be issued (if approved by the Board) to increase the limit.

[Signature]
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(23) VENDOR: Awardees from MNPS Request for Proposals (RFP) #15-17

SERVICE/GOODS: General Instructional (Pedagogy) training for MNPS teachers. The recommended awards will provide principals a minimum of twelve vendor choices for each of the six training subcategories in the scope of work. The recommended awardees are:

- American Alliance for Innovative Systems (AAIS)
- Amplify
- Association for Supervision and Curriculum Development (ASCD)
- Battelle for Kids
- Benchmark Education Company
- Buck Institute for Education
- Catapult Learning
- Center for Transformational Teacher Training
- DataWORKS Education Research
- Engaging Schools
- Father Flanagan’s Boys Home
- Insight Education Group
- International Institute for Restorative Practices
- Marzano Research
- MasteryPrep
- Professional Development Plus!
- Redbird Advanced Learning
- Safe and Civil Schools
- Scholastic, Inc.
- School Improvement Network
- Staff Development for Educators
- Teacher Created Materials
- The New Teacher Project (TNTP)

TERM: All contracts will have an initial term of July 24, 2015 through July 31, 2018.

FOR WHOM: All MNPS teachers

COMPENSATION: All contracts issued under the RFP are “option to purchase”, with no specific financial obligation. Actual expenditures under each contract will depend on the choice of service provider made by individual principals. Each contract will have an arbitrary “not to exceed” limit of $300,000.

OVERSIGHT: Leadership and Learning; Federal Programs

EVALUATION Quality and effectiveness of professional development provided.

MBPE Contract Number: Various
Source of Funds: Various
July 14, 2015

MEMORANDUM

To: Metropolitan Nashville Board of Public Education

From: Gary Appenfelder, Director of Purchasing

Subject: Supplemental information regarding the contract summary titled “Awardees from MNPS Invitation to Bid (ITB) #15-31 (Nutrition Services Department General Supplies)”

The subject ITB was issued to establish contracts for the bi-weekly deliveries of Nutrition Services general supplies throughout the 2015-2016 school year. The ITB required price bids on eighty-seven (87) discreet items with an aggregate annual purchase value of approximately $1,400,000.

Four bids were received. Award recommendations are based on awarding the low bidder of each line item. Three of the bidders are awarded one or more line items. Two of those awards are presented to the Board for approval. The value of the third award is below the threshold that requires Board approval.

[Signature]
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(24) VENDOR: Awardees from MNPS Invitation to Bid (ITB) #15-31

SERVICE/GOODS: General supplies for Nutrition Services. There are two awards recommended from this ITB:
- American Paper and Twine Company
- Institutional Wholesale Company Inc.

TERM: July 24, 2015 through June 30, 2016

FOR WHOM: Nutrition Services

COMPENSATION: Total compensation under the contract with American Paper and Twine Company is not to exceed $1,300,000.

Total compensation under the contract with Institutional Wholesale Company Inc. is not to exceed $110,000

OVERSIGHT: Nutrition Services

EVALUATION: Quality of products and timeliness of deliveries.

MBPE Contract Number: 2-171088-03; 2-172501-00
Source of Funds: Nutrition Services Fund
July 14, 2015

MEMORANDUM

To: Metropolitan Nashville Board of Public Education
From: Gary Appenfielder, Director of Purchasing
Subject: Supplemental information regarding the contract summary titled “Awardees from MNPS Invitation to Bid (ITB) #15-33 (Fire Sprinkler Testing and Service)”

The subject ITB was issued to establish contracts for the annual testing of MNPS fire sprinklers and fire pumps. The ITB also required pricing for labor and specific repair parts. Seven bids were received. A primary, and one alternate, awardee were selected on the basis of low bid. Both are presented to the Board for approval.
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

p. Awarding of Purchases and Contracts

(25) VENDOR: Awardees from MNPS Invitation to Bid (ITB) #15-33

SERVICE/GOODS: Fire sprinkler testing and service. There are two awards recommended from this ITB:

- Simplex Grinnell
- TKO Fire Protection

TERM: July 24, 2015 through June 31, 2020

FOR WHOM: Facility and Grounds Maintenance

COMPENSATION: Total compensation under each contract is not to exceed $200,000.

OVERSIGHT: Facility and Grounds Maintenance

EVALUATION: Contractor performance will be evaluated based upon the quality of repair services and parts installation.

MBPE Contract Number: 2-415542-03; 2-802246-00
Source of Funds: Operating Budget
EMPLOYMENT CONTRACT  
BETWEEN  
THE METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION  
AND  
DR. MICHAEL LOONEY  

This employment Contract is entered into on ______________, by and between the Metropolitan Nashville Board of Public Education, hereinafter referred to as “Board,” and Dr. Michael Looney.  

WITNESSETH:  

Whereas, the Board desires to appoint Dr. Michael Looney (“Dr. Looney”) as the Director of Schools and Dr. Looney desires to accept that appointment;  

NOW, THEREFORE, the parties agree as follows:  

1 Term. The Board agrees to employ Dr. Looney as the Director of Schools for a term commencing on September 1, 2015, through and including June 30, 2019. At the Board’s option, this Contract may be modified by mutual consent of both parties.  

2 Extension or Renewal. This Employment Contract may be extended or renewed, as permitted by applicable law. In the event that this Employment Contract is extended or renewed, all terms and conditions hereof shall apply to any extension or renewal term, unless specifically provided to the contrary in the extension or renewal agreement.  

3 Credentials. Dr. Looney represents that he holds and maintains all certificates, credentials and qualifications required by law or policy for "Director of Schools" to accept and fulfill the administrative position of Director of Schools. Dr. Looney will verify within the first six weeks of his employment that the required certificates, credentials and qualifications are in place.  

4 Duties. As Director, Dr. Looney shall perform all duties and responsibilities and shall have the authority of the Director of Schools as established by State law, regulations of the Tennessee Board of Education, and the Board.  

5 Performance of Duties.  

a. Dr. Looney agrees to perform the duties of Director of Schools in a competent and professional manner, subject to the established policies and regulations of the Board and the Tennessee Board of Education and the laws of the State of Tennessee, whether now in force or hereafter adopted, and to carry out, or cause to be carried out, the education program and policies of the Board during the term of this Employment Contract. Dr. Looney pledges to use his best efforts to maintain and improve the quality of education and the operations of the Metropolitan Nashville Public School System. Dr. Looney agrees to devote his full working time to the School System and to engage in no other gainful employment during the term of this Employment Contract. [See Section 7 for exceptions for compensated professional activities.]
b. Dr. Looney shall have charge of the administration of the schools under the direction of
the Board. Dr. Looney:

   i. Shall be responsible for carrying out Board policies and procedures;

   ii. Shall direct and assign teachers and other employees of the schools under his
       supervision;

   iii. Shall organize, reorganize and arrange the administrative and supervisory staff,
       including instruction and business affairs, as best serves the School System and is
       consistent with Board policy;

   iv. Shall select all personnel, in conformity with applicable law;

   v. Shall from time to time suggest regulations, rules and procedures deemed necessary
       for the well-being of the School System, and;

   vi. Shall perform all duties incident to the office of Director and such other duties as
       may be prescribed by law and/or by the Board.

6. Ethics, Conflicts of Interest and Acceptance of Gifts.

   Dr. Looney warrants that he has no conflict in any manner or degree with the performance
   of services required under this Agreement. Although the Director of Schools is not included as a
   “person covered” by Executive Order No. 007, Mayor Karl Dean, March 17, 2008, Dr. Looney
   shall comply with that order, titled “Ethics, conflicts of interest; and acceptance of gifts on the
   part of employees of the Metropolitan Government,” and Ordinance No. BL2007-1382,
   “Standards of Conduct, Disclosure of Interests, and Enforcement,” any interpretations or
   clarifications by the Board of Ethical Conduct of the Metropolitan Government created pursuant
   to Ordinance No. BL2007-1382, and all subsequent Executive Orders and Ordinances related
   thereto.

7. Outside Employment.

   a. Pursuant to T.C.A. §49-2-301(b)(1)(X), Dr. Looney shall devote his “full time and attention
      to the duties of the director’s position.”

   b. The Board shall not consider any outside professional activities for compensation performed
      for up to ten (10) days during his vacation leave to be in conflict with this provision.

   c. The Board is aware of Dr. Looney’s partial ownership of Music City Sky Dive.


   a. Base Salary. The Board agrees to pay Dr. Looney on the basis of an annual base salary of
      $285,000, beginning September 1, 2015. The salary shall be paid in accordance with the
      Board’s payroll policy. The parties acknowledge that during the term of this Contract the
Director’s base salary may increase, but may not decrease, by voluntary action of the Board. The base salary also shall be increased in the same percentage granted through any across-the-board salary increases to administrative personnel that might occur at any time during the course of this Contract or extension thereof.

b. Withholding Deductions. Salary payments shall be subject to such withholding and other payroll deductions as shall be required by law. Additionally, Dr. Looney may request additional withholding and deductions as determined to be available and proper.

9. Fringe Benefits. Dr. Looney shall be entitled to fringe benefits as provided below, in Subsections (a) through (i):

a. Insurance. Dr. Looney shall be entitled to the following insurance benefits: life, medical, vision and dental, in the same manner as other certificated MNPS employees. Dr. Looney shall be entitled to any and all other benefits as may be offered by the Metropolitan Nashville Public Schools to certificated employees for which he is eligible, including long-term disability insurance.

b. Retirement Benefits. Dr. Looney shall be entitled to any retirement benefits for which he qualifies under state law. Currently under the Tennessee Consolidated Retirement System (TCRS), an employee vests at five (5) years.

c. Personal Leave.

i. Vacation: Dr. Looney shall be entitled to twenty-five (25) days of paid vacation each school year, exclusive of legal holidays of the School System, which he shall schedule in consultation with the Board. Dr. Looney is encouraged to use his vacation annually, but in the event that he is unable to use all his vacation leave for any given year, unused days may accrue and be carried over to the next year. The total number of accumulated vacation days, however, shall not exceed 90 working days as of July 1 of each year. Dr. Looney may choose to “cash out” up to 15 days of accrued vacation each school year. The term “school year” means the period commencing on July 1 and ending on June 30 of the following year. The Board agrees that written agreement by the Chair with written notice to the Board shall constitute Board agreement for the selected vacation time without the necessity of Board action.

ii. Professional Growth and Development Leave: To the extent that the parties to this Contract shall from time to time agree, Dr. Looney shall also be entitled to paid leave days for the purpose of professional growth and development activities, which shall include attendance at professional conferences and conventions. The Board agrees that written approval by the Chair with written notice to the Board shall constitute Board approval for the leave without necessity of Board action. Upon presentation of the appropriate receipts, the Board shall reimburse Dr. Looney for actual and necessary expenses incurred by him while participating in such activities pursuant to the current MNPS travel policies. It is agreed that Dr. Looney will not receive
compensation other than from the Board for professional growth and development activities.

d. **Sick Leave.** Dr. Looney shall be entitled to one-and-a-half (1 ½) sick days, with pay, per month of employment, to accrue during the term of this Contract.

e. **Membership Dues.** The Board shall pay for Dr. Looney’s professional membership dues and costs of professional publications.

f. **Civic/Social Club Membership.** Dr. Looney shall be allowed to join any civic or social club of his own choosing provided that no money is paid by the Board to such club(s) and provided that membership in such club(s) is consistent with professional standing and responsibilities of the Director of Schools and do not create a conflict of interest as defined in Section 6.

g. **Automobile.** The Board shall provide to Dr. Looney a full-sized automobile for his use during the term of his Employment Contract. The Board is responsible for the purchase or lease of his vehicle and all expenses associated with it, including gas, maintenance and insurance. The Board further agrees to reimburse Dr. Looney for any additional tax incurred by him in connection with his personal use of such automobile in accordance with the principles contained in Revenue Procedure 8148 and/or any other applicable revenue laws. At all times during the term of this Employment Contract and upon its expiration or termination, the automobile shall remain the property of the Board.

h. **Mobile Communications Device.** The board agrees to provide Dr. Looney a cell phone for his use for business purposes during the term of his Employment Contract. The Board is responsible for the purchase or lease of the phone and all expenses associated with it.

i. **Accrued Leave Compensation.** Upon termination of Dr. Looney’s employment with the Board, he shall be entitled to compensation for all accrued vacation (up to 90 days). Dr. Looney shall also be entitled to compensation for accumulated sick leave at the rate paid to administrative employees. No compensation will be paid for any other accrued leave.

10. **Moving/Relocation Expenses.** In accordance with established policy, the Board shall reimburse Dr. Looney for expenses incurred in moving his household furniture into the boundaries of the Metropolitan Nashville School District as stipulated in Para. 17 of this agreement. He shall be reimbursed at the rate for the lowest of three (3) bids. Should Dr. Looney resign within 12 months of his move into the District, Dr. Looney agrees to repay the Board for amounts received under this Section.

11. **Objectives and Evaluation.** In consultation and cooperation with Dr. Looney, the Board shall determine the goals and objectives of the Metropolitan Nashville Public School System. At the end of the school year, the Board and Dr. Looney shall evaluate the Metropolitan Nashville Public School System’s activities and accomplishments in light of those goals and objectives. Dr. Looney shall prepare annually a State of the Metropolitan Nashville School System Report. The Report and the evaluation of the activities and accomplishments in light of the goals and objectives shall be the basis of the evaluation of Dr. Looney by the Board.

12. **Annual Medical Examination.** Dr. Looney agrees to have, at the expense of the School System,
an annual comprehensive medical examination by a licensed physician acceptable to the Board
and to have the examining physician submit a statement of fitness to the Board each year during
the term and any extension or renewal term of this Employment Contract. The medical
information resulting from the examination shall be given to Dr. Looney and shall be confidential.

13. **Non-Tenure.** It is mutually understood and agreed that this Employment Contract does not confer
tenure upon Dr. Looney in the position of Director of Schools, or in any other administrative
positions in the School System.

14. **Termination For Cause.** The Board may terminate this Employment Contract at any time for
cause, which means in the event that Dr. Looney is unable to perform substantially all of his
duties as Director due to disability, or for any act of moral turpitude, willful misconduct,
dishonesty, fraud, willful insubordination, material breach of this Employment Contract, or for
any reason established by State law. Dr. Looney shall be entitled to a hearing before the Board, if
he so desires. A hearing shall be requested by giving thirty (30) days written notice of said
request. If Dr. Looney is terminated for cause, no compensation shall be paid beyond the date of
termination, and he shall forfeit any accumulated vacation and/or sick leave.

15. **Termination Without Cause.** If any other governmental entity with legal authority to do so
causes the termination of Dr. Looney due to imposed changes in the governance structure of
Metro Nashville Public Schools, the Board agrees to pay Dr. Looney an amount equivalent to 12
months of his current salary, or for the term of the Contract, whichever is less.

16. **Resignation.** Dr. Looney shall give the Board ninety (90) days written notice of his intent to
resign, unless the Board by resolution agrees to accept a shorter period. Failure to give the
required notice may result in the forfeiture of accumulated vacation days.

17. **Residence.** Pursuant to Section 3.04.010 of the Metropolitan Code of Laws, Dr. Looney shall
reside within Davidson County, Tennessee. Dr. Looney shall have until June 30, 2016 to relocate
to Davidson County.

18. **No Assignment.** This Employment Contract is personal to the parties hereto, being a contract for
personal services, and shall not be subject to assignment or transfer in any manner.

19. **Governing Law.** The Employment Contract is governed by the laws of the State of Tennessee.

20. **Severability.** Should any provisions herein be determined to be contrary to the laws of the State of
Tennessee and unenforceable, such provisions shall be deemed severed and the remainder of this
Employment Contract shall constitute the agreement of the parties.

21. **Headings.** Headings, as used throughout this Employment Contract, are for the convenience of the
parties, and are not intended to be used to interpret any term or condition hereof.

22. **Entirety.** This Employment Contract represents the entire agreement and understanding of the
parties with respect to the subject matter hereof, and supersedes any and all other statements or
agreements, either oral or written, between the parties with respect to the subject matter hereof.
This Employment Contract may be amended only by an instrument in writing signed by both of
the parties hereto.
23. This Employment Contract shall not be binding upon parties until it is dated, signed by the authorized representatives of the parties, and filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of _______________. 
In witness whereof, Dr. Looney and the duly authorized officers of the Board have executed this agreement.

**METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION**

**BY:**

Sharon Gentry, Chair,
Metropolitan Nashville Board of Public Education

**APPROVED AS TO THE AVAILABILITY OF FUNDS:**

Rich Riebeling, Director, Department of Metropolitan Finance

**APPROVED AS TO FORM AND LEGALITY**

Metropolitan Attorney

**DR. MICHAEL LOONEY**

**BY:**

Dr. Michael Looney

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

Date filed: ________________
### General Purpose Fund

<table>
<thead>
<tr>
<th>MONTH</th>
<th>2014-2015 Projection</th>
<th>TOTAL 2014-2015 COLLECTIONS</th>
<th>$ Change For Month - FY15 Projection</th>
<th>% Change For Month - FY15 Projection</th>
<th>% Increase / Decrease Year-To-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>$14,205,643.23</td>
<td>$14,066,516.12</td>
<td>($139,127.11)</td>
<td>-0.99%</td>
<td>-0.99%</td>
</tr>
<tr>
<td>October</td>
<td>14,590,118.32</td>
<td>15,580,127.10</td>
<td>$990,008.78</td>
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<td>2.87%</td>
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<tr>
<td>November</td>
<td>14,978,963.81</td>
<td>16,200,311.53</td>
<td>$1,221,347.72</td>
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<td>4.52%</td>
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<tr>
<td>December</td>
<td>14,760,305.14</td>
<td>16,294,064.50</td>
<td>$533,759.36</td>
<td>9.41%</td>
<td>5.80%</td>
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<tr>
<td>January</td>
<td>14,454,497.18</td>
<td>15,536,160.07</td>
<td>$1,081,662.89</td>
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<td>6.03%</td>
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<tr>
<td>February</td>
<td>18,664,831.90</td>
<td>20,316,836.54</td>
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<tr>
<td>March</td>
<td>13,272,686.03</td>
<td>13,942,057.23</td>
<td>$669,371.20</td>
<td>4.80%</td>
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<tr>
<td>April</td>
<td>13,491,507.44</td>
<td>13,447,996.60</td>
<td>($43,510.84)</td>
<td>-0.32%</td>
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<tr>
<td>May</td>
<td>16,159,388.11</td>
<td>16,622,685.75</td>
<td>$463,297.64</td>
<td>2.79%</td>
<td>5.23%</td>
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<tr>
<td>June</td>
<td>15,187,143.40</td>
<td>16,597,715.89</td>
<td>$1,410,572.49</td>
<td>8.50%</td>
<td>5.57%</td>
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<tr>
<td>July</td>
<td>15,536,632.96</td>
<td>16,599,622.05</td>
<td>$1,062,989.09</td>
<td>6.40%</td>
<td>5.65%</td>
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<tr>
<td>August</td>
<td>16,781,582.46</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>TOTAL</td>
<td>$182,083,300.00</td>
<td>$175,204,093.38</td>
<td>$9,902,375.85</td>
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### Debt Service Fund

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<thead>
<tr>
<th>MONTH</th>
<th>2014-2015 Projection</th>
<th>TOTAL 2014-2015 COLLECTIONS</th>
<th>$ Change For Month - FY15 Projection</th>
<th>% Change For Month - FY15 Projection</th>
<th>% Increase / Decrease Year-To-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>$1,512,981.26</td>
<td>$1,498,163.43</td>
<td>($14,817.83)</td>
<td>-0.99%</td>
<td>-0.99%</td>
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<tr>
<td>October</td>
<td>1,553,930.03</td>
<td>1,659,371.55</td>
<td>$105,441.52</td>
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<td>2.87%</td>
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<tr>
<td>November</td>
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<td>1,725,424.69</td>
<td>$130,080.42</td>
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<td>4.52%</td>
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<tr>
<td>December</td>
<td>1,572,055.88</td>
<td>1,735,409.91</td>
<td>$163,354.03</td>
<td>9.41%</td>
<td>5.80%</td>
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<tr>
<td>January</td>
<td>1,539,485.61</td>
<td>1,654,688.81</td>
<td>$115,203.20</td>
<td>6.96%</td>
<td>6.03%</td>
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<tr>
<td>February</td>
<td>1,987,910.05</td>
<td>2,163,857.86</td>
<td>$175,947.81</td>
<td>8.13%</td>
<td>6.47%</td>
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<tr>
<td>March</td>
<td>1,413,616.04</td>
<td>1,484,907.85</td>
<td>$71,291.81</td>
<td>4.80%</td>
<td>6.26%</td>
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<tr>
<td>April</td>
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<td>1,432,287.60</td>
<td>($4,634.16)</td>
<td>-0.32%</td>
<td>5.56%</td>
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<tr>
<td>May</td>
<td>1,721,066.13</td>
<td>1,770,409.93</td>
<td>$49,343.80</td>
<td>2.79%</td>
<td>5.23%</td>
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<tr>
<td>June</td>
<td>1,617,516.53</td>
<td>1,767,750.50</td>
<td>$150,233.97</td>
<td>8.50%</td>
<td>5.57%</td>
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<tr>
<td>July</td>
<td>1,654,739.14</td>
<td>1,767,953.52</td>
<td>$113,214.38</td>
<td>6.40%</td>
<td>5.65%</td>
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<tr>
<td>August</td>
<td>1,787,333.32</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$19,392,900.01</td>
<td>$18,660,225.65</td>
<td>$7,05,658.96</td>
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</table>