AGENDA

METROPOLITAN BOARD OF PUBLIC EDUCATION
2601 Bransford Avenue, Nashville, TN 37204
Regular Meeting – July 9, 2013 - 5:00 p.m.
Anna Shepherd, Vice Chair

TIME
5:00 I. CONVENE
   A. Establish Quorum
   B. Pledge of Allegiance
   C. In Memoriam – Gene Curtis

5:05 II ANNOUNCEMENTS

5:10 III. AWARDS AND RECOGNITIONS
   A. Megan Lawrence – Maplewood Teacher Performed Life Saving Procedure
   B. Shelly Wilkinson and Holly Zaher – Hillsboro Teachers Awarded IB Examiner Role

5:15 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. Amanda Sheaffer - Attrition Rates of Charter Schools and Negative Impact to Dismissed Students
   B. Jamie Gutter – Teacher Recruitment and Selection
   C. Ashley Croft – Teacher Recruitment and Selection
   D. Meredith Robinson – Sherrie Martin, Teacher at Lockeland Design Center
   E. Thomas Robinson – Sherrie Martin, Teacher at Lockeland Design Center
   F. Teresa Madole - Sherrie Martin, Teacher at Lockeland Design Center
   G. Susan Hawes - Sherrie Martin, Teacher at Lockeland Design Center
   H. Stephanie Jones - Sherrie Martin, Teacher at Lockeland Design Center
   I. Jennifer Gordon - Sherrie Martin, Teacher at Lockeland Design Center
   J. Jeremy Pajer - Sherrie Martin, Teacher at Lockeland Design Center

5:20 V. GOVERNANCE ISSUES
   A. Actions
      1. Consent
         a. Approval of Minutes – 6/11/13 Regular Meeting and 6/25/13 Special Meeting
         c. Recommended Award of Contract - Architect for New Goodlettsville Middle School – Joint Venture: ARTifice and Gresham Smith and Partners – MBOE 800350.13.1A
         d. Recommended Award of Contract - Architect for Madison Middle School Additions – Thomas Miller and Partners – MBOE 800545.13.1A
         e. Recommended Award of Contract - Architect for Maxwell Elementary School Additions – Melvin Gill and Associates – MBOE 800552.13.1A
         f. Recommended Award of Contract - Architect for Shayne Elementary School Additions – Goodwin Mills Cawood Architects – MBOE 800682.13.1A
         g. Recommended Award of Contract - Architect for Granbery Elementary School Additions – Adkisson & Associates Architects – MBOE 800370.13.1A
h. Recommended Award of Contract - Architect for Waverly-Belmont Elementary School Additions and Renovations – Tuck Hinton Architects – MBOE 800018.13.1A
i. Recommended Award of Contract - Paving at Julia Green Elementary School – B.A.C. Paving Company, Inc. – MBOE 800380.13.2J
j. Recommended Award of Contract - Engineer for Fire Safety Features at McGavock High School – MP&E Engineering - MBOE 800532.13.1H
k. Recommended Award of Contract – Piping Replacement at Hillwood High School – Ryan/Reynolds, Inc. – MBOE FGM2013-03
l. Change Order #1 for Apollo Middle School HVAC Renovations – Advanced Mechanical Contractors - FGM2013-01
m. Change Order #1 for Roof Replacement at Glenn Elementary School – RSS – MBOE 13-006
n. Change Order #2 for District-wide Maintenance, Repairs and General Construction (Construction of Joelton Middle School Administrative and Guidance Offices at Haynes Middle School) - Southland Constructors – M-434
o. Change Order #2 for District-wide Maintenance, Repairs and General Construction (Special ADA Accommodations at Cane Ridge High School) – Kerry G. Campbell, Inc. – M-433
p. Change Order #3 for District-wide Maintenance, Repairs and General Construction (The Academy at Hickory Hollow) – Southland Constructors – M-434
q. Recommended Approval of Lease for Spectrum Center, Inc. of Tennessee’s Use of the Old Hickman School Building
r. Recommended Approval to Surplus Property – A Portion of the McMurray Middle School Site
s. Awarding of Bids and Contracts
   1. AVID Center
   2. Well Child Inc.
   3. Otis Educational Systems, Inc.
   4. Intrepid College Prep
   5. Intrepid College Prep
   6. Terrecon, Inc.
   7. Washington Music Center
   8. Sam Ash Quikship Corp.
   9. West Music Company
   10. Taylor Music, Inc.
   11. Music & Arts
   12. Angelo Formosa Foods Inc.
   13. EZ Hoods
   14. Holiday Inn Select Nashville, Opryland/Airport
   15. Vanderbilt University (Susan Gray School)
   16. Belle Meade UMC Children’s Center
   17. The Library Corporation
   18. Clara Sale-Davis
   19. Learning Matters, Inc.
   20. WhyTry LLC
   21. Vanderbilt University
   22. Peripole, Inc.
   23. Microsoft Corporation
   24. DPEI (Distinguished Professionals Education Institute)
   25. Washington Music Sales Center
   26. Institutional Wholesale Company
27. Purpose Preparatory Academy
28. Nashville Classical
29. LEAD Southeast
30. KIPP High School

t. Recommended Approval of Legal Settlement Claim #L-15724 - $10,000
u. Recommended Approval of Special Adoption Textbooks: Agriscience, Recording II, Publishing II, and Small Animal Care
v. Recommended Approval of Local Consolidated Application for Federal Funding

2. Recommendation to Certify Dismissal Charges for Sherrie Martin
3. Motion to Conduct a Comprehensive Review of the 2013-2014 Operating Budget
4. Resolution to Evaluate Number of High Stakes Tests Administered

5:25 VI. REPORTS
   A. Director’s Report
      1. Cambridge Program
   B. Committee Reports
      1. Governance Committee
   C. Board Chairman’s Report

5:45 VII. WRITTEN INFORMATION TO THE BOARD (not for discussion)
   A. Board Calendar Items
   B. Sales Tax Collections as of June 20, 2013
   C. Fiscal Year 2012-2013 Operating Budget Financial Report
   D. Naming of Parts of Buildings and Programs Report

5:45 VIII. ADJOURNMENT
In Memoriam:

Gene Curtis passed on Monday June 10, 2013 after a short illness. Mr. Curtis was employed by Metro Schools Maintenance Electronics Department and was most notable as an Electronic Wizard working on and repairing devices such as televisions, VCR’s, DVD’ Players. Many of Our Schools have benefited from his work with Projector System Installations and In-House Closed Circuit Television Channels Installs.

Before coming to work for MNPS Mr. Curtis owned and operated his own Television Repair Shop in Donelson for many years. Glenn Brown – Electronics Supervisor remembers Mr. Curtis as one of the most dedicated, hardworking employees in the department. Mr. Curtis’s work ethic set a genuine example for other members of the Maintenance Department. His contributions to the MNPS Educational Process were paramount and he will be greatly missed.
Ms. Shepherd announced that she attended the annual Academies of Nashville Retreat held May 31st – June 1st. She thanked the Nashville Area Chamber of Commerce and the Ford Foundation for their support of the event.

Ms. Shepherd announced that the McGavock Coalition will hold a town hall meeting on July 30th at 5:30 p.m. for all community members, students and parents. Ms. Shepherd congratulated McGavock High School for being the only high school with wall-to-wall Academies.

Ms. Mayes announced that there will be a Special Board Meeting on June 25th instead of a work session to discuss charter school applications.

Ms. Mayes announced that the next regular Board meeting will be held July 9th and a Board work session on July 23rd.

Ms. Mayes announced that Ms. Frogge will be the guest speaker for the Davidson County Democratic Women event on June 20th at the Shoney’s on Thompson Lane.

Ms. Mayes announced that Stratford STEM Magnet High School will be showing a documentary at the East Centric Pavilion on June 17th at 5:30 p.m.

Mr. Moth addressed the Board concerning charter schools. He asked the community to support local schools instead of focusing on charter schools.

Ms. Smith addressed the Board concerning high-stakes standardized testing. She asked the Board to please require that each school send a calendar of
testing and purpose and also which government entity requires the testing. She also asked the Board to reduce the number of tests given to students.

- **Thomas Weber**
  Mr. Weber addressed the Board concerning high-stakes standardized testing. He asked the Board to use data to help educate children and cut down on the amount of testing used in schools.

- **Coreen Havron**
  Ms. Havron addressed the Board concerning high-stakes standardized testing. She asked the Board to cut down the amount of standardized testing in schools.

### GOVERNANCE ISSUES

- **Consent Agenda**
### TOPIC

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<th>DISCUSSION/MOTION</th>
<th>FOLLOW-UP/OUTCOME</th>
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<tr>
<td><strong>Consent Agenda –continued</strong></td>
<td><strong>Budget Amendment #2; V-A-1-n- Recommended Approval of Request for Compulsory Attendance Waiver; V-A-1-o- Recommended Approval of Reduction in Force – CTE Arts and Communications Position at McGavock High School and A+ Lab Position at Antioch High School; V-A-1-p- Recommended Approval of 2013-2014 Student Code of Conduct.</strong></td>
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<td><strong>Recommended Approval of Revised 2013-2014 Operating Budget</strong></td>
<td><strong>Mr. Pinkston made the motion to approve the consent agenda. Ms. Kim seconded.</strong></td>
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<tr>
<td><strong>Recommended Approval of 2014-2015 District Calendar</strong></td>
<td><strong>Mr. Pinkston stated that the Budget and Finance Committee met and approved the recommendation for the revised 2013-2014 Operating Budget.</strong></td>
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Mr. Pinkston made the motion to approve the consent agenda. Ms. Kim seconded.

Mr. Pinkston stated that the Budget and Finance Committee met and approved the recommendation for the revised 2013-2014 Operating Budget.

Dr. Register recommended that the Board not approve a calendar for the 2014-2015 school year at this time. A final adoption of a calendar can be considered by August 2013. Dr. Register presented the Board with three calendars for consideration.

Mr. Hayes asked if MNPS had the option to increase work days without increasing teacher salary? Dr. Register said, yes, but he would not recommend that option but can provide a specific answer in the future. Ms. Shepherd asked if MNPS had flexibility in the scheduling of testing dates? Mr. Collier said the state has not provided testing dates for 2015. Therefore, MNPS cannot schedule future testing dates at this time. Mr. Hayes asked what are the benefits of implementing a 180-day calendar? Dr. Register said more days will have a positive impact and should help the district meet goals. Mr. Hayes asked if we do not increase school days, would teachers be in danger of losing jobs? Dr. Register said increased time for teachers and students will be a positive, which is the idea behind intersession. Additionally, increasing beginning teacher salary and also increasing teacher compensation will also help. The best salaries for the best teachers are the goal; adding time without money is not an attractive model. Mr. Hayes said it is important that students make gains and if more time is needed to achieve gains, more time should be added within budget restraints. Ms. Speering said parents should be given options on when they can take vacation with students. Intersession must be meaningful; I am in agreement with the adding of nine days. Ms. Speering asked was transportation provided during intersession? Mr. Carr said, yes,
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<td>• Recommended Approval of 2014-2015 District Calendar - continued</td>
<td>there was some transportation provided to some schools. Mr. Majors stated that the daily attendance of students at the Spring Intersession was larger, as more schools provided transportation to students. Ms. Speering said if the purpose of intersession is to raise the achievement of all students but we are not able to fully fund, maybe we should consider using interventions on a weekly basis instead of once a year. Ms. Frogge asked if MNPS can lengthen schools days? Dr. Register said the budget is limited because the federal budget was cut tremendously, and we are not sure what the federal budget will be for next year. Concerning changing schools’ hours, that can be difficult due to transportation issues. Ms. Kim asked “what do you think about the relative importance of more time on task versus increasing the quality of teaching and learning in the classroom versus anything else?” Dr. Register said each variable should not be considered in isolation. Teacher recruitment, better professional development can all be related to increasing teacher pay. Ms. Speering asked if there is a possibility to switch high and middle school start times? Dr. Register said the district has made a decision that the safest option is to allow older children to leave before younger students. We are, however, considering nontraditional transportation options for high schools students.</td>
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<td>• Recommended Approval of Resolution Regarding Board Policy on Academic Excellence</td>
<td>Mr. Pinkston stated that this resolution is a natural extension of Board discussion around setting sustainable and ambitious student achievement goals, long and short term. Mr. Pinkston read the following resolution: WHEREAS, the Metropolitan Nashville Board of Public Education (the Board) and the management and staff of Metropolitan Nashville Public Schools (MNPS) desire to provide the highest quality education to every child in MNPS; and WHEREAS, the Board and the management and staff of MNPS, the nation’s 42nd largest school system with 81,000 students, recognize the challenges and opportunities of serving one of the most socially, economically and culturally diverse student populations in America; and WHEREAS, after previously struggling, MNPS now is demonstrating steady gains in academic achievement, across multiple grades and subjects, thanks to management’s leadership and the dedication of MNPS principals, teachers, and especially, students; and WHEREAS, after previously struggling, MNPS now is demonstrating steady gains in academic achievement, across multiple grades and subjects, thanks to management’s leadership and the dedication of MNPS principals, teachers, and especially, students; and WHEREAS, in agreement with the Board’s determination, management and staff have articulated clear and ambitious five-year goals designed to advance academic achievement and accelerate improvement for all MNPS students. NOW, BE IT THEREFORE RESOLVED, MNPS management and staff shall develop strategies for ensuring that MNPS students exceed annual state-recommended goals for student academic growth;</td>
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• Recommended Approval of Resolution Regarding Board Policy on Academic Excellence - continued

and BE IT FURTHER RESOLVED, MNPS management and staff shall develop strategies for ensuring that, upon or before the conclusion of the 2017-18 academic year, more than 70 percent of MNPS students are rated proficient or advanced on the State of Tennessee’s standardized assessments; and BE IT FURTHER RESOLVED, MNPS management and staff shall develop strategies for ensuring that, upon or before the conclusion of the 2017-18 academic year, 50 percent of MNPS high-school students score 21 or higher on the ACT assessment of college readiness or the equivalent on the SAT assessment; and BE IT FURTHER RESOLVED, the ultimate goal for academic achievement must be to ensure that 100 percent of MNPS students are prepared for a career or college, and life; and BE IT FURTHER RESOLVED, the Board’s policy on academic achievement (E-2) shall be revised to reflect the afore-mentioned goals.

Mr. Hayes thanked Mr. Pinkston for the motion. He asked if Mr. Pinkston considered adding Common Core to the resolution? Mr. Pinkston said he believed it would be a premature conversation until the tests are aligned. Mr. Hayes said he feels that increasing ACT to greater than 50% is extremely important. Mr. Pinkston said he agreed that 50% is not good enough, and the goal should ultimately be increased. Mr. Hayes said his ultimate vision for ACT is 100% which can be achieved if the Board sets it for the Administration to achieve with Board support. Ms. Speering said education is the only field that expects 100%. I believe that every child can learn, and as educators, every child should be taken to the farthest possibility. Success is the whole child, not a focus that is solely a number on a test. Ms. Kim asked what will it take to achieve these types of goals? Dr. Register said some of these issues will be included in the Strategic Plan, which is in the development stages.

Mr. Pinkston made the motion to approve the resolution regarding Board Policy on Academic Excellence. Ms. Kim seconded.

VOTE: 8-0 - Unanimous

REPORTS

1. Director’s Report
   1. Learning Technology Plan

Dr. Ray and Ms. McRoy presented a Power Point to the Board on the Learning Technology Plan.

Ms. Frogge asked if the district can afford the plan? Ms. McRoy said the first part of the plan is already included in the budget. MNPS has done a fabulous job working on hardware, now it’s time to use it. Mr. Carr said Metro Council
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<td>1. Learning Technology Plan - continued</td>
<td>has been presented with a $10 million capital budget request for IT, and it is pending a vote. The Governor also has supported the IT, and $20 million will be given for IT in the statewide budget. Dr. Register said it is important that all students have internet access, as less than half of the district has internet at home available for students. Ms. Speering asked are students learning Keyboarding in class? Dr. Ray said Keyboarding software was in this year’s budget and will be available to students. Ms. Shepherd said she is excited that the district is making gains in the area of technology. Mr. Carr announced that Dr. Ray will be President of the International Society for Technology and Education for the next two years.</td>
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**WRITTEN INFORMATION TO THE BOARD**

- Board Calendar Items
- Sales Tax Collections as of May 20, 2013
- Fiscal Year 2012-2013 Operating Budget Financial Report
- Property Disposition Annual Report – FM 2.128
- Adjournment

Ms. Frogge adjourned the meeting at 6:58 p.m.

**Signatures**

Chris M. Henson         Cheryl D. Mayes           Date  
Board Secretary         Board Chair
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| • Roll Call                               | Present: Cheryl D. Mayes, Chair  
Dr. Jo Ann Brannon  
Amy Frogge  
Michael W. Hayes  
Dr. Sharon Gentry  
Elissa Kim  
Will Pinkston  
Anna Shepherd, Vice-Chair  
Jill Speering  
Dr. Jesse Register, Director of Schools  
Ms. Mayes called the meeting to order at 5:00 p.m. |                   |
| • Pledge of Allegiance                     | Led by Meredith Libbey, Assistant to the Director for Communications.                                                                                                                                               |                   |
| • Approval of Recommendation for Thurgood Marshall School of Career Development | Mr. Coverstone reviewed the charter application for Thurgood Marshall School of Career Development. Mr. Coverstone stated that the Charter School Application Committee recommends that the Board deny the charter school application for Thurgood Marshall School of Career Development.  
**Ms. Shepherd made the motion to deny the charter school application for Thurgood Marshall School of Career Development. Mr. Hayes seconded.** | **VOTE: 9-0-Unanimous** |
| • Approval of Recommendation for Explore Community School | Mr. Coverstone reviewed the charter application for Explore Community School. Mr. Coverstone stated the Charter School Application Committee recommends that the Board deny the charter school application for Explore Community School.  
Ms. Kim asked what is the appeal process? Mr. Coverstone said, the applicant has received the report and will have 30 days to reapply. The resubmission goes back to the Charter Review Committee. The committee has 30 days to review the application. The Charter Review Committee will then make recommendations to the Board at the end of August. Ms. Kim said East End Prep (also operated by the Martha O’Bryan Center) is a successful school in her district that is highly functioning.  
**Ms. Shepherd made the motion to deny the charter school application for Explore Community School. Ms. Kim seconded.** | **VOTE: 9-0-Unanimous** |
### Metropolitan Nashville Public Schools
#### Board of Education
#### Minutes
#### June 25, 2013

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<td>• Approval of Recommendation for Rocketship</td>
<td>Mr. Coverstone reviewed the charter application for Rocketship. Mr. Coverstone stated the Charter School Application Committee recommends that the Board approve the charter school application for Rocketship.</td>
<td>Mr. Hayes made the motion to approve the charter school application for Rocketship. Ms. Frogge seconded. VOTE: 9-0-Unanimous</td>
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<td>• Approval of Recommendation for Nashville Academy of Computer Science</td>
<td>Mr. Coverstone reviewed the charter application for Nashville Academy of Computer Science. Mr. Coverstone stated the Charter School Application Committee recommends that the Board approve the charter school application for Nashville Academy of Computer Science.</td>
<td>Ms. Speering made the motion to approve the charter school application for Nashville Academy of Computer Science. Mr. Hayes seconded. VOTE: 9-0-Unanimous</td>
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<tr>
<td>• Approval of Recommendation for KIPP College Prep Elementary</td>
<td>Mr. Coverstone reviewed the charter application for KIPP College Prep Elementary. Mr. Coverstone stated the Charter School Application Committee recommends that the Board approve the charter school application for KIPP College Prep Elementary.</td>
<td>Mr. Pinkston made the motion to approve the charter school application for KIPP College Prep Elementary. Dr. Brannon seconded. VOTE: 9-0-Unanimous</td>
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<tr>
<td>• Approval of Recommendation for Valor Collegiate</td>
<td>Mr. Coverstone reviewed the charter application for Valor Collegiate. Mr. Coverstone stated the Charter School Application Committee recommends that the Board approve the charter school application for Valor Collegiate.</td>
<td>Mr. Pinkston commended Mr. Dixon, the proposed leader of Valor Collegiate. “He has been very responsive to the community, and I appreciate the level of time and commitment spent to relate to the community. As a reminder to those who claim that MNPS is hostile to choice schools, this year, MNPS received $14 million in new revenue for the 2013-2014 Operating Budget and every dime of that funding is going towards new and existing charter schools. This Board tonight approved three new charter schools which will bring the district’s overall portfolio to twenty-two schools if this fourth school is approved tonight. What support will the Charter School Incubator provide to this school? It is important for the Board to know upfront if the school will have the needed start-up support. Also, who will help this school find a suitable building to house their school?”</td>
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<td>• Approval of Recommendation for Valor Collegiate - continued</td>
<td>Mr. Coverstone said the Charter School Incubator has submitted a commitment letter for a formal contribution to the school. “I would not bring a school for approval that I had doubts about their facilities plan. I am not aware of the Incubator’s purpose or the support that will be provided to Valor Collegiate.” The district should be able to enter into arrangements that include capital improvements for MNPS buildings; solutions must be developed. Mr. Pinkston said he would like to see stronger support from the private sector to help charter schools find facilities.</td>
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<td>Ms. Shepherd made the motion to approve the charter school application for Valor Collegiate. Mr. Pinkston seconded.</td>
<td>VOTE: 9-0-Unanimous</td>
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<td>• Closing Comments</td>
<td>Dr. Register congratulated Mr. Coverstone for recently receiving his Doctorate from Vanderbilt. He also commended Mr. Coverstone and staff for their continued hard work during the charter process. He also congratulated the newly approved charter applicants. Ms. Shepherd thanked Mr. Coverstone and staff for their hard work. Ms. Frogge also thanked Mr. Coverstone and staff and also made the following comments: I voted for the schools I did because I believe they are good schools that will be assets to our district. But there is still a lot of work to do be done in the district, and my concerns also extend beyond individual charter schools in Nashville. If we are to continue to approve charter applications, we need to make some radical changes and develop a clear plan as to how we plan to pay for these new schools. Also, we need to develop a clear understanding of where our needs lie and a plan concerning what types of charter schools we would like to see and where we would like to open them. I would like to be more proactive in expressing needs as a district. I voted for these schools tonight because it seems arbitrary to penalize these particular applicants at this particular time, but I can’t in good conscience continue to approve more charter schools unless we come up with clear plans next year. And this raises a larger point, which is that our Board has been subjected to tremendous political pressure and political distractions since we came together last August. This has impacted our effectiveness as a Board and prevented us from delving into issues that would drive the most change in the district. We have spent most of my first year on the Board responding to charter school-related issues, which, thus far, have impacted only about 2,000 of our 81,000 students.</td>
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### Closing Comments – continued

I believe good charters can complement our district efforts; it is important that we focus on all students. I am committed to changing our focus to broader, district-wide reforms over the upcoming months and to conducting a full review of our Board policies to find ways to improve our effectiveness as a Board and a district. Finally, if we have practices that are working in charter schools, by all means, let’s find ways to share them. Implement good practices in all of our schools instead of opening more and more new schools; existing schools also need help. Let’s build on what we have and support the efforts of teachers and administrators at those schools. Let’s get those schools the resources they need, let’s not forget community schools. Let’s work collaboratively to repair what we have, to share best practices, and to drive continued and faster improvement in all MNPS schools.

Ms. Speering made the following comments: It is important that we all work collaboratively, not competitively. Considering the whirlwind of activity over the last 12 months and to demonstrate our cooperative spirit with Metro Council and other Metro agencies, I am giving notice of a motion that I will bring to the July 9th Board meeting: As a proactive measure in creating the 2014-2015 MNPS budget, I move that the Board request a comprehensive review of the current 2013-2014 budget as a joint venture between the Budget and Governance Board Committees. This review will allow for any modifications to ensure that our fiscal responsibilities and Policy Governance practices are aligned so that they compliment the mission, goals and objectives of MNPS.

Ms. Mayes congratulated Dr. Gentry and Mr. Carr for their induction into the 2014 Leadership Nashville class. She also announced the Board Meeting on July 9th and Work Session on July 23rd.

### Adjournment

Ms. Frogge adjourned the meeting at 6:25 p.m.

### Signatures

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<th>Chris M. Henson</th>
<th>Cheryl D. Mayes</th>
<th>Date</th>
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<td>Board Secretary</td>
<td>Board Chair</td>
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V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

b. RECOMMENDED AWARD OF CONTRACT - ARCHITECT FOR NEW ANTIOCH CLUSTER ELEMENTARY SCHOOL – GOULD TURNER GROUP – MBOE 13-013

In accordance with the Board of Education’s policy for selecting architects on the basis of past performance, the following architectural firm is being recommended for the New Antioch Cluster Elementary School.

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<tbody>
<tr>
<td>New Antioch Cluster</td>
<td>Gould Turner Group</td>
<td>$663,425.00</td>
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<td>Elementary School</td>
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It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: Approved by Resolution No. RS2013-710. Account numbers not yet assigned.

DATE: July 9, 2013

c. RECOMMENDED AWARD OF CONTRACT - ARCHITECT FOR NEW GOODLETTSVILLE MIDDLE SCHOOL – JOINT VENTURE: ARTIFICE AND GRESHAM SMITH AND PARTNERS – MBOE 800350.13.1A

In accordance with the Board of Education’s policy for selecting architects on the basis of past performance, the following architectural firm is being recommended for the New Goodlettsville Middle School.

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<td>New Goodlettsville Middle School</td>
<td>ARTifice and Gresham Smith and Partners</td>
<td>$784,775.00</td>
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It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: Approved by Resolution No. RS2013-710. Account numbers not yet assigned.

DATE: July 9, 2013
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

d. RECOMMENDED AWARD OF CONTRACT - ARCHITECT FOR MADISON MIDDLE SCHOOL ADDITIONS – THOMAS MILLER AND PARTNERS – MBOE 800545.13.1A

In accordance with the Board of Education’s policy for selecting architects on the basis of past performance, the following architectural firm is being recommended for the Madison Middle School Additions.

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<td>Madison Middle School Additions</td>
<td>Thomas Miller and Partners</td>
<td>$132,750.00</td>
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It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: Approved by Resolution No. RS2013-710. Account numbers not yet assigned.

DATE: July 9, 2013

e. RECOMMENDED AWARD OF CONTRACT - ARCHITECT FOR MAXWELL ELEMENTARY SCHOOL ADDITIONS – MELVIN GILL AND ASSOCIATES – MBOE 800552.13.1A

In accordance with the Board of Education’s policy for selecting architects on the basis of past performance, the following architectural firm is being recommended for the Maxwell Elementary School Additions.

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<th>AMOUNT:</th>
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</thead>
<tbody>
<tr>
<td>Maxwell Elementary School Additions</td>
<td>Melvin Gill and Associates</td>
<td>$125,300.00</td>
</tr>
</tbody>
</table>

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: Approved by Resolution No. RS2013-710. Account numbers not yet assigned.

DATE: July 9, 2013
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

f. RECOMMENDED AWARD OF CONTRACT - ARCHITECT FOR SHAYNE ELEMENTARY SCHOOL ADDITIONS – GOODWIN MILLS CAWOOD ARCHITECTS – MBOE 800682.13.1A

In accordance with the Board of Education’s policy for selecting architects on the basis of past performance, the following architectural firm is being recommended for the Shayne Elementary School Additions.

<table>
<thead>
<tr>
<th>PROJECT:</th>
<th>FIRM:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shayne Elementary School Additions</td>
<td>Goodwin Mills Cawood Architects</td>
<td>$124,150.00</td>
</tr>
</tbody>
</table>

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: Approved by Resolution No. RS2013-710. Account numbers not yet assigned.

DATE: July 9, 2013

g. RECOMMENDED AWARD OF CONTRACT - ARCHITECT FOR GRANBERY ELEMENTARY SCHOOL ADDITIONS – ADKISSON & ASSOCIATES ARCHITECTS – MBOE 800370.13.1A

In accordance with the Board of Education’s policy for selecting architects on the basis of past performance, the following architectural firm is being recommended for the Granbery Elementary School Additions.

<table>
<thead>
<tr>
<th>PROJECT:</th>
<th>FIRM:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Granbery Elementary School Additions</td>
<td>ADKISSON &amp; ASSOCIATES ARCHITECTS</td>
<td>$128,500.00</td>
</tr>
</tbody>
</table>

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: Approved by Resolution No. RS2013-710. Account numbers not yet assigned.

DATE: July 9, 2013
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

h. RECOMMENDED AWARD OF CONTRACT - ARCHITECT FOR WAVERLY-BELMONT ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS – TUCK HINTON ARCHITECTS – MBOE 800018.13.1A

In accordance with the Board of Education’s policy for selecting architects on the basis of past performance, the following architectural firm is being recommended for the Waverly-Belmont Elementary School Additions and Renovations.

<table>
<thead>
<tr>
<th>PROJECT:</th>
<th>FIRM:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waverly-Belmont Elementary School Additions and Renovations</td>
<td>Tuck Hinton Architects</td>
<td>$419,225.00</td>
</tr>
</tbody>
</table>

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: Approved by Resolution No. RS2013-710. Account numbers not yet assigned.

DATE: July 9, 2013

i. RECOMMENDED AWARD OF CONTRACT - PAVING AT JULIA GREEN ELEMENTARY SCHOOL – B.A.C. PAVING CO., INC. – MBOE 800380.13.2J

<table>
<thead>
<tr>
<th>PROJECT:</th>
<th>FIRM:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Julia Green Elementary School Paving</td>
<td>B.A.C. Paving Co., Inc.</td>
<td>$144,350.00</td>
</tr>
</tbody>
</table>

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: Funding approved by Resolution No. RS2013-170. Account numbers not assigned.

DATE: July 9, 2013
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

j. RECOMMENDED AWARD OF CONTRACT - ENGINEER FOR FIRE SAFETY FEATURES AT MCGAVOCK HIGH SCHOOL – MP&E ENGINEERING - MBOE 800532.13.1H

In accordance with the Board of Education’s policy for selecting engineers on the basis of past performance, the following firm is being recommended for Engineer for Fire Safety Features at McGavock High School.

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>FIRM</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Safety Features at McGavock High School</td>
<td>MP&amp;E Engineering</td>
<td>$52,400.00</td>
</tr>
</tbody>
</table>

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: Approved by Resolution No. RS2013-710. Account numbers not yet assigned.

DATE: July 9, 2013

k. RECOMMENDED AWARD OF CONTRACT - PIPING REPLACEMENT AT HILLWOOD HIGH SCHOOL – RYAN/REYNOLDS, INC. - MBOE FGM2013-03

Bid Date: June 18, 2013          Bid Time: 10:00 AM
Architect: SSOE

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BASE BID:</th>
<th>ALT 1:</th>
<th>TOTAL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan/Reynolds, Inc.</td>
<td>$386,000.00</td>
<td>$13,000.00</td>
<td>$399,000.00</td>
</tr>
</tbody>
</table>

Price was negotiated with single bidder to get within the estimated budget price of $300,000.00.

- Deduct $30,000.00 Negotiated a revised work schedule, including full time and weekend/evenings only activity.
- Deduct $5,000.00 Liquidated damages removed from project.
- Deduct $70,000.00 Eliminate insulation from the loop line.

Changes from negotiations resulted in a revised price of $294,000.00.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45013.80405613

DATE: July 9, 2013
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

   1. CHANGE ORDER #1 FOR APOLLO MIDDLE SCHOOL HVAC RENOVATIONS – ADVANCED MECHANICAL CONTRACTORS - FGM2013-01

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

1) Move new panel from boiler room to the stage of the auditorium $2,882.88
2) Install conduit from boiler room to stage in auditorium $20,791.44
3) Run wire thru the conduit to the panel $18,739.30

TOTAL $42,413.62

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45013.80405613

DATE: July 9, 2013

m. CHANGE ORDER #1 FOR ROOF REPLACEMENT AT GLENN ELEMENTARY SCHOOL – RSS – MBOE 13-006

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

1. Installation of required base sheet & fasteners to obtain proper adhesion of roofing membrane to concrete deck. $64,300.00

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45107.80400340

DATE: July 9, 2013
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

n. CHANGE ORDER #2 FOR DISTRICT-WIDE MAINTENANCE, REPAIRS AND GENERAL CONSTRUCTION (CONSTRUCTION OF JOELTON MIDDLE SCHOOL ADMINISTRATIVE AND GUIDANCE OFFICES AT HAYNES MIDDLE SCHOOL) - SOUTHLAND CONSTRUCTORS – M-434

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

1. Build Administration suite for Joelton MS at Haynes MS $74,595.00

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45013.80404813

DATE: July 9, 2013

o. CHANGE ORDER #2 DISTRICT-WIDE MAINTENANCE, REPAIRS AND GENERAL CONSTRUCTION (SPECIAL ADA ACCOMMODATIONS FOR CANE RIDGE HIGH SCHOOL) – KERRY G. CAMPBELL, INC. – M-433

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

1. Renovate the Life Skills Classroom restroom, add kitchen cabinets, sink, and appliances.

   TOTAL $49,444.00

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45009.80408009

DATE: July 9, 2013
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

   p. CHANGE ORDER #3 DISTRICT-WIDE MAINTENANCE, REPAIRS AND
      GENERAL CONSTRUCTION (THE ACADEMY AT HICKORY HOLLOW) -
      SOUTHLAND CONSTRUCTORS – M-434

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

   1. Storefront entry door from Vestibule added by NSCC $  2,781.45
   2. Double doors added for Mechanical Room, access
door added to Vestibule $  1,943.56
   3. Radius drop clouds changed to drywall $13,046.00
   4. 1 hour rated acoustical ceiling assembly per Fire
      Marshal $15,100.00
   5. Casework scope grew from reception desk purchase to
design and build by general contractor $10,520.00
   6. HVAC system changed to VAV system that ties
      into new NSCC chiller being installed in phase II of
      NSCC construction $28,000.00
   7. Additional light fixtures added to increase overall
      lighting $  6,068.00
   8. Install floor drain for condensate in Mechanical Room $  1,498.00
   9. Added cost for additional blueprints $   109.25
   10. Extend sewer vent line from parking garage
      through roof $  1,575.00
   11. Install steel supports at Vestibule entry door $  2,315.00
   12. Additional fire dampers installed per Fire Marshal $  4,974.18
   13. Additional conduit added by IT Department $  3,696.84
   14. Door added to create additional storage $  3,939.55
   15. Credit for drop clouds not being acoustical ($27,168.00)
   16. Carpet changed to more cost-effective selection ($ 3,300.00)
   17. Delete painting of deck ($ 8,210.00)

   TOTAL                           $56,888.83

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45013.80405713

DATE: July 9, 2013
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

q. RECOMMENDED APPROVAL OF LEASE FOR SPECTRUM CENTER, INC. OF TENNESSEE’S USE OF THE OLD HICKMAN SCHOOL BUILDING

Spectrum Center, Inc. of Tennessee has requested to increase the amount of space utilized at the Old Hickman School building by 14,414 square feet, and to renew its lease for a five-year period. The lease allows the lessee to make facility improvements, after approval by lessor, and receive rent credit for the cost of those improvements. Approval of the attached lease is recommended.

r. RECOMMENDED APPROVAL TO SURPLUS PROPERTY – A PORTION OF THE MCMURRAY MIDDLE SCHOOL SITE

A request has been received from District 27 Council Representative Davette Blalock asking that MNPS surplus approximately 1.885 acres of the 30.44 acre McMurray Middle School site. The Property would be surplused for sale to the adjacent St. Mina Coptic Orthodox Church.

The portion of the property requested is shown on the attached drawings. The requested area is an unmaintained drainage area of trees and undergrowth. Except for a small portion, it is outside the existing McMurray Middle School fence line. It is recommended that the request be approved under the following conditions:

1. St. Mina Coptic Orthodox Church will pay market value for the property, as determined by the Metro Public Property Office.
2. St. Mina Coptic Orthodox Church will be responsible for all appraisal, survey, platting, closing, legal, and other costs associated with the property transfer.
3. St. Mina Coptic Orthodox Church will be responsible for moving the existing MNPS fence as necessary to correspond with new property lines.
V. GOVERNANCE ISSUES
   A. ACTION
      1. CONSENT

           s. Awarding of Bids and Contracts

                (1) VENDOR: AVID CENTER

                SERVICE/GOODS: Fourth Amendment to the contract, adding compensation for the 2013-2014 school year membership, licensing, and materials for implementation of the AVID college preparatory courses for students.

                TERM: July 1, 2012 through June 30, 2017

                FOR WHOM: Students in the AVID Program at the following schools:
                           Antioch High School
                           DuPont-Hadley Middle School
                           Glencliff High School
                           Gra-Mar Middle School
                           Hillsboro High School
                           Hillwood High School
                           Hunters Lane High School
                           John F. Kennedy Middle School
                           Madison Middle School
                           McGavock High School
                           Neely’s Bend Middle School
                           Overton High School
                           Whites Creek High School

                COMPENSATION: The annual fee is $3,385 per school. This Amendment increases total compensation by $40,235.

                Total compensation for this contract is not to exceed $115,956.

                Oversight: Leadership and Learning

                Evaluation: The system will provide a cumulative review process to measure subject mastery, progress monitoring, and curriculum-embedded assessments.

                MBPE Contract Number: 2-432686-03A4
                Legal Control Number: Pending
                Source of Funds: Operating Budget
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(2) VENDOR: Well Child Inc.

SERVICE/GOODS: Annual vision and hearing screenings for all students in grades K, 2, 4, 6, and 8. Contractor will provide all staff, equipment, and expertise necessary to complete the screenings. Screenings will take place at the school and will be completed in a single visit. This contract is competitively awarded from RFP 13-16.

TERM: July 10, 2013 through July 9, 2018

FOR WHOM: All MNPS students in grades K, 2, 4, 6, and 8

COMPENSATION: Rates for 2013-2014 and 2014-2015 school years:
Vision Screening: $1.63 per child
Hearing Screening: $1.63 per child

Prices will increase 3% per year, beginning with the 2015-2016 school year. All prices are fully inclusive of services required to conduct screenings.

Total compensation for this contract is not to exceed $600,000.

Oversight: Student Services

Evaluation:
1. Deliverables as outlined in the RFP and Contractor’s proposal.
2. Contractor’s ability to work with the schools.
3. Responsiveness to MNPS requests and overall customer service.

MBPE Contract Number: 2-00114-01
Legal Control Number: Pending
Source of Funds: Operating Budget
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(3) VENDOR: Otis Educational Systems, Inc.

SERVICE/GOODS: Maintenance, support, and consulting services for the data warehouse software outlined below:

- iMART Data Management Framework
- iMART Assessment Load Manager
- iMART Vertical Data Submission Application (Data Pump)

TERM: July 10, 2013 through July 9, 2018

FOR WHOM: All MNPS users of the iMART Data Systems

COMPENSATION: Contractor shall be paid hourly consulting rates as outlined below, plus travel expenses if required. All travel expenses must be pre-approved and follow the MNPS Travel Policy:

- Senior Technical Lead $250
- Senior Data Architect $200
- Data Modeler $200
- Senior ETL Developer $180
- Junior ETL Developer $120
- Senior Report Writer $150
- Junior Report Writer $110
- Project Manager $180
- VDS/Data Pump $100

For maintenance and support, Contractor shall be paid an annual lump sum as outlined below:

- iMART Data Management Framework: $6,000
- iMART Assessment Load Manager: $2,250
- iMART Vertical Data Submission Application (Data Pump): $300

Total compensation for this contract is not to exceed $67,750.

Oversight: Technology and Information Services

Evaluation: Based on performance standards and deliverables in Contractor’s proposal, timely response to requests, and overall customer service.

MBPE Contract Number: 2-00158-01
Legal Control Number: Pending
Source of Funds: Operating Budget
V. Governance Issues

A. Action

1. Consent

s. Awarding of Bids and Contracts

(4) VENDOR: Intrepid College Prep

SERVICE/GOODS: Charter School Agreement

TERM: July 10, 2013 through June 30th of the tenth year after school opening

FOR WHOM: Students attending the Charter School:
Year 1: Grade 5
Year 2: Grades 5-6
Year 3: Grades 5-7
Year 4: Grades 5-8
Year 5: Grades 5-9
Year 6: Grades 5-10
Year 7: Grades 5-11
Year 8 and beyond: Grades 5-12

COMPENSATION: Compensation to the school shall be based on state/local revenue per pupil allocation set by the State Dept of Education. 10 payments will be made from approximately August through June of each year.

OVERSIGHT: Office of Innovation

EVALUATION: Twice annual monitoring according to State guidelines

MBPE Contract Number: 2-00566-00
Legal Control Number: Pending
Source of Funds: Operating Budget
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

   (5) LESSEE: Intrepid College Prep

   SERVICE/GOODS: Lease of School Buses to Intrepid College Prep (one bus initially) as outlined below:

   Duties and Responsibilities of MNPS:
   • Lease school buses for regular school bus operations and field trips.
   • Provide bus maintenance, parts, and service as well as wrecker services.
   • Fuel for buses.
   • Logistics and mapping service to optimize routes and travel times.
   • Driver training and certification for CDL holders (up to 3 drivers per bus).
   • Buses will be available at least one day prior to the first day of school.

   Duties and Responsibilities of Intrepid College Prep:
   • Provide school bus driver, bus monitor (Special Education), and substitute drivers for the school year.
   • Vehicle and driver insurance.
   • Ensure all drivers pass background checks, drug tests, and meet physical requirements.
   • Complete daily pre-trip checklists and maintain appropriate records.
   • Bring buses in for regularly scheduled maintenance.
   • Enter accurate student information into MNPS Student Information System.
   • Return buses to MNPS within three business days following the end of the lease period.

   TERM: July 15, 2013 through May 30, 2014

   FOR WHOM: Students of Intrepid College Prep

   COMPENSATION:
   1. $150 per bus per instructional day (expected to be 191 days per year), up to 10,000 miles per calendar year per bus.
   2. Each mile beyond 10,000 miles per year per bus will be charged at $.77 per mile.

   Oversight: Office of Innovation; Transportation

   Evaluation: Based on adherence to lease guidelines

   MBPE Contract Number: 2-00566-01
   Legal Control Number: Pending
   Source of Funds: Revenue
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(6) VENDOR: Terrecon, Inc.

SERVICE/GOODS: Provide Unit Pavers for walkways, to be installed by MNPS. This contract is competitively awarded from MNPS Invitation to Bid #B13-23.

TERM: July 10, 2013 through September 2, 2013

FOR WHOM: MNPS schools

COMPENSATION: Unit price of the Pavers is $5.85. Total compensation for this contract is not to exceed $25,000.

OVERSIGHT: Facilities and Grounds Maintenance

EVALUATION: Contractor performance evaluation will be based upon timeliness of delivery and quality of product.

MBPE Contract Number: 2-136530-00
Legal Control Number: Pending
Source of Funds: Operating Budget

s. Awarding of Bids and Contracts

(7) VENDOR: Washington Music Center

SERVICE/GOODS: Musical instruments for the MNPS Visual and Performing Arts Department. This contract is competitively awarded from MNPS Invitation to Bid # B13-24.

TERM: July 10, 2013 through September 2, 2013

FOR WHOM: Students in MNPS music programs

COMPENSATION: Total compensation for this contract is not to exceed $217,933.

OVERSIGHT: Visual and Performing Arts

EVALUATION: Contractor performance evaluation will be based upon timeliness of delivery and quality of product.

MBPE Contract Number: 2-407425-00
Legal Control Number: Pending
Source of Funds: Country Music Association Grant
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(8) VENDOR: Sam Ash Quikship Corp.

SERVICE/GOODS: Musical instruments for the MNPS Visual and Performing Arts Department. This contract is competitively awarded from MNPS Invitation to Bid # B13-24.

TERM: July 10, 2013 through September 2, 2013

FOR WHOM: Students in MNPS music programs

COMPENSATION: Total compensation for this contract is not to exceed $46,079.

OVERSIGHT: Visual and Performing Arts

EVALUATION: Contractor performance evaluation will be based upon timeliness of delivery and quality of product.

MBPE Contract Number: 2-00568-00
Legal Control Number: Pending
Source of Funds: Country Music Association Grant

s. Awarding of Bids and Contracts

(9) VENDOR: West Music Company

SERVICE/GOODS: Musical instruments for the MNPS Visual and Performing Arts Department. This contract is competitively awarded from MNPS Invitation to Bid # B13-24.

TERM: July 10, 2013 through September 2, 2013

FOR WHOM: Students in MNPS music programs

COMPENSATION: Total compensation for this contract is not to exceed $183,348.06.

OVERSIGHT: Visual and Performing Arts

EVALUATION: Contractor performance evaluation will be based upon timeliness of delivery and quality of product.

MBPE Contract Number: 2-00569-00
Legal Control Number: Pending
Source of Funds: Country Music Association Grant
V. GOVERNANCE ISSUES
   A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(10) VENDOR: Taylor Music, Inc.

SERVICE/GOODS: Musical instruments for the MNPS Visual and Performing Arts Department. This contract is competitively awarded from MNPS Invitation to Bid # B13-24.

TERM: July 10, 2013 through September 2, 2013

FOR WHOM: Students in MNPS music programs

COMPENSATION: Total compensation for this contract is not to exceed $258,452.

OVERSIGHT: Visual and Performing Arts

EVALUATION: Contractor performance evaluation will be based upon timeliness of delivery and quality of product.

MBPE Contract Number: 2-576806-01
Legal Control Number: Pending
Source of Funds: Country Music Association Grant

s. Awarding of Bids and Contracts

(11) VENDOR: Music & Arts

SERVICE/GOODS: Musical instruments for the MNPS Visual and Performing Arts Department. This contract is competitively awarded from MNPS Invitation to Bid # B13-24.

TERM: July 10, 2013 through September 2, 2013

FOR WHOM: Students in MNPS music programs

COMPENSATION: Total compensation for this contract is not to exceed $155,386.

OVERSIGHT: Visual and Performing Arts

EVALUATION: Contractor performance evaluation will be based upon timeliness of delivery and quality of product.

MBPE Contract Number: 2453673-00
Legal Control Number: Pending
Source of Funds: Country Music Association Grant
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(12) VENDOR: Angelo Formosa Foods Inc.

SERVICE/GOODS: Fresh produce for MNPS schools for school year 2013-2014. This contract is competitively awarded from MNPS Invitation to Bid #B13-30.

TERM: July 10, 2013 through May 31, 2014

FOR WHOM: MNPS schools

COMPENSATION: Total compensation for this contract is not to exceed $1,867,073.31.

OVERSIGHT: Nutrition Services

EVALUATION: Contractor will be evaluated on the basis of timeliness and quality of the products and services delivered.

MBPE Contract Number: 2-171194-00
Legal Control Number: Pending
Source of Funds: Nutrition Services Fund

s. Awarding of Bids and Contracts

(13) VENDOR: EZ Hoods

SERVICE/GOODS: Cleaning of kitchen hoods and exhaust ducts. This contract is competitively awarded from Invitation to Bid #B13-33.

TERM: July 10, 2013 through May 31, 2014

FOR WHOM: MNPS schools

COMPENSATION: Service charge is $295 per school. Total compensation for this contract is not to exceed $45,000.

OVERSIGHT: Nutrition Services

EVALUATION: Contractor will be evaluated on timely and successful completion of duties as outlined in contractor’s scope of work.

MBPE Contract Number: 2-00571-00
Legal Control Number: Pending
Source of Funds: Nutrition Services Fund
s. Awarding of Bids and Contracts

(14) VENDOR: Holiday Inn Select Nashville, Opryland/Airport

SERVICE/GOODS: First Amendment to the contract, increasing compensation and adding Maplewood High School to utilize the facility for annual Military Balls.

TERM: January 1, 2013 through December 31, 2017

FOR WHOM: JROTC students at McGavock High School and Maplewood High School

COMPENSATION: Event fee is approximately $21 per attendee. Total compensation for this contract is not to exceed $30,000.

OVERSIGHT: Purchasing

EVALUATION: Contractor will be evaluated on the basis of timeliness and quality of the products and services initially delivered.

MBPE Contract Number: 2-00304-03A1
Legal Control Number: Pending
Source of Funds: Student Activity Funds

s. Awarding of Bids and Contracts

(15) VENDOR: Vanderbilt University

SERVICE/GOODS: First Amendment to the contract, adding compensation and extending the term through the 2013-2014 school year. Contractor provides preschool educational services at the Susan Gray School to special needs children in classrooms serving typically developing children in age appropriate settings.

TERM: November 1, 2012 through June 30, 2014

FOR WHOM: MNPS preschool children with special needs

COMPENSATION: Contractor’s fee is $500 per month per child. This Amendment increases total compensation by $105,000. Total compensation for this contract is not to exceed $159,000.

OVERSIGHT: Exceptional Education

EVALUATION: Review of student attendance data, progress on goals and objectives in each student's Individualized Education Program (IEP), and comments from MNPS itinerant services providers.

MBPE Contract Number: 2-218740-19 Annex QQA1
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

   Legal Control Number: Pending
   Source of Funds: Operating Budget

   Awarding of Bids and Contracts

   (16) VENDOR: Belle Meade UMC Children’s Center

   SERVICE/GOODS: Second Amendment to the contract, adding compensation for services provided during the 2013-2014 school year. Contractor provides preschool educational services to special needs children in classrooms serving typically developing children in age appropriate settings.

   TERM: January 1, 2013 through June 30, 2014

   FOR WHOM: MNPS preschool students with special needs

   COMPENSATION: Contractor’s fee is $68 per child per week. Total compensation for this contract is not to exceed $26,000.

   OVERSIGHT: Exceptional Education

   EVALUATION: Review of student attendance data, progress on goals and objectives in each student's Individualized Education Program (IEP), and comments from MNPS itinerant services providers.

   MBPE Contract Number: 2-608101-01A2
   Legal Control Number: Pending
   Source of Funds: Operating Budget

   Awarding of Bids and Contracts

   (17) VENDOR: The Library Corporation

   SERVICE/GOODS: Library•Solution® integrated library system software license for the contract term. Hardware, cataloging subscriptions, third-party products, and add-on modules are not included in this contract.

   TERM: February 1, 2013 through June 30, 2014

   FOR WHOM: MNPS Librarians

   COMPENSATION: Annual license fee for the product is $91,725. This contract includes one full year’s license (February 2013 through January 2014) plus a prorated license for the balance of the 2013-2014 school year. Total compensation for this contract is not to exceed $132,225.

   OVERSIGHT: Library Media Services

   EVALUATION: Quality of the product licensed.

   MBPE Contract Number: 2-431263-02
   Legal Control Number: Pending
   Source of Funds: Operating Budget
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(18) VENDOR: Clara Sale-Davis

SERVICE/GOODS: Consulting services in the following areas:
- Continuous improvement training for staff at low-performing schools, utilizing the Eight-Step Instructional Process.
- Supporting continued development of school-based Professional Learning Communities (PLC).
- Coaching MNPS Principals to become Transformational Leaders.

TERM: July 10, 2013 through June 30, 2014

FOR WHOM: MNPS Principals, Instructional Coaches, and Teachers at selected schools

COMPENSATION: Contractor’s fee is $600 per day. Total compensation for this contract is not to exceed $57,000.

OVERSIGHT: Leadership and Learning; Office of Innovation

EVALUATION: Timeliness and effectiveness of the deliverables defined in Contractor’s proposed Statement of Work.

MBPE Contract Number: 2-00087-00
Legal Control Number: Pending
Source of Funds: Operating Budget; Federal Funds – School Improvement Grant
V. GOVERNANCE ISSUES
A. ACTION
1. CONSENT

s. Awarding of Bids and Contracts

(19) VENDOR: Learning Matters, Inc.
SERVICE/GOODS: Reading instruction, math instruction, and general tutoring services for MNPS exceptional education students who are referred and approved by the MNPS Department of Exceptional Education.
TERM: July 10, 2013 through June 30, 2018
FOR WHOM: MNPS Exceptional Education students
COMPENSATION: Contractor’s hourly rate for tutoring services is $55. Total compensation for this contract is not to exceed $125,000.
OVERSIGHT: Exceptional Education
EVALUATION: Academic improvement for students receiving Contractor’s services.
MBPE Contract Number: 2-588868-01
Legal Control Number: Pending
Source of Funds: Operating Budget

s. Awarding of Bids and Contracts

(20) VENDOR: WhyTry LLC
SERVICE/GOODS: Materials and training in the application and incorporation of Contractor’s Building Resilience program in student instruction and intervention.
TERM: July 10, 2013 through June 30, 2014
FOR WHOM: MNPS school social workers
COMPENSATION: Total compensation for this contract is not to exceed $68,915.
OVERSIGHT: Student Services
EVALUATION:
1. Timeliness of product deliveries.
2. Effectiveness of training provided.
MBPE Contract Number: 2-614037-00
Legal Control Number: Pending
Source of Funds: Federal Funds – Safe & Supportive Schools
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(21) VENDOR: Vanderbilt University

SERVICE/GOODS: Second Amendment to the contract, adding compensation for the 2013-2014 school year. Contractor provides oral education services for children with hearing deficiencies.

TERM: July 1, 2010 through June 30, 2014

FOR WHOM: MNPS students with hearing deficiencies

COMPENSATION: This Amendment increases total compensation by $470,000. Total compensation for this contract is not to exceed $970,000.

Oversight: Exceptional Education

Evaluation: Based on the extent to which each child achieves the goals specified in his or her Individualized Educational Program (IEP).

MBPE Contract Number: 173600-04A2
Legal Control Number: Pending
Source of Funds: Operating Budget

s. Awarding of Bids and Contracts

(22) VENDOR: Peripole Inc.

SERVICE/GOODS: Musical instruments for MNPS Visual and Performing Arts Department. The vendor is the sole source provider of the instruments purchased.

TERM: July 10, 2013 through August 15, 2013

FOR WHOM: Students in MNPS music programs

COMPENSATION: Total compensation for this contract is not to exceed $63,751.59.

OVERSIGHT: Visual and Performing Arts

EVALUATION: Contractor performance will be evaluated based upon timeliness of deliveries and quality of products.

Purchase Order Number: 291491OH
Legal Control Number: Pending
Source of Funds: Country Music Association Grant
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(23) VENDOR: Microsoft Corporation

SERVICE/GOODS: Premier Support Services as outlined below:
- Support Account Management (estimated at 120 hours)
- Up to 40 hours for workshops and support assistance
- One (1) OPSCON SCOM Tuning
- One (1) OPSCON Service Catalog
- Unlimited User Access to Premier Online Website

TERM: June 28, 2013 to June 27, 2014

FOR WHOM: All Metro users of OPSCON product and services

COMPENSATION: Total compensation for this contract is not to exceed $94,080.

OVERSIGHT: Technology and Information Services

EVALUATION: Services and Training Delivered

MBPE Contract Number: 2-569703-00A2
Legal Control Number: Pending
Source of Funds: Operating Budget
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

   s. Awarding of Bids and Contracts

   (24) VENDOR: Distinguished Professionals Education Institute (DPEI)

   SERVICE/GOODS: Provides teachers (distinguished professionals) in music, math, science, world languages, and other shortage areas. Such distinguished professionals shall have work experience in the field to be taught. The program is designed for individuals who desire to teach on a course-by-course basis in areas where there are critical teacher shortages.

   TERM: July 10, 2013 through July 30, 2014

   FOR WHOM: MNPS Schools

   COMPENSATION: $5,000 per course credit for math, science, and world language courses. Courses outside of math, science, and world languages shall be paid at $7,500 per course credit.

   Partial semesters will be at a rate of $85 per course day.

   Total compensation for this contract is not to exceed $230,000.

   OVERSIGHT: Human Capital

   EVALUATION: Based on test scores and data compared when students enter and exit the program: in areas of school attendance, classroom performance, and disciplinary actions or other adverse behaviors.

   MBPE Contract Number: 2-00364-01
   Legal Control Number: Pending
   Source of Funds: Operating Budget
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(25) VENDOR: Washington Music Sales Center

SERVICE/GOODS: Provide musical instruments for MNPS Visual and Performing Arts Department. This contract is awarded from MNPS Invitation to Bid # B13-37.

TERM: July 10, 2013 through May 31, 2014

FOR WHOM: Students in MNPS music programs

COMPENSATION: Total compensation for this contract is not to exceed $60,000.

OVERSIGHT: Visual and Performing Arts

EVALUATION: Contractor performance evaluation will be based upon timeliness of delivery and quality of product.

MBPE Contract Number: Pending
Legal Control Number: Pending
Source of Funds: Country Music Association Grant

s. Awarding of Bids and Contracts

(26) VENDOR: Institutional Wholesale Company

SERVICE/GOODS: Provide meats, frozen foods, and staple foods for MNPS schools for the 2013-2014 school year. This contract is competitively awarded from MNPS Invitation to Bid #B13-34.

TERM: July 10, 2013 through May 31, 2014

FOR WHOM: MNPS schools

COMPENSATION: Total compensation for this contract is not to exceed $6,000,000.

OVERSIGHT: Nutrition Services

EVALUATION: Contractor will be evaluated on the basis of timeliness and quality of the products and services delivered.

MBPE Contract Number: 2-171194-00
Legal Control Number: Pending
Source of Funds: Nutrition Services Fund
V. GOVERNANCE ISSUES
   A. ACTION
      1. CONSENT

s. Awarding of Bids and Contracts

(27) VENDOR: Purpose Preparatory Academy

SERVICE/GOODS: Charter School Agreement

TERM: July 10, 2013 through June 30th of the tenth year after school opening

FOR WHOM: Students attending the Charter School:
   Year 1: Grade K
   Year 2: Grades K-1
   Year 3: Grades K-2
   Year 4: Grades K-3
   Years 5-10: Grades K-4

COMPENSATION: Compensation to the school shall be based on state/local revenue per pupil allocation set by the State Department of Education. 10 payments will be made from approximately August through June of each year.

OVERSIGHT: Office of Innovation

EVALUATION: Twice annual monitoring according to State guidelines

MBPE Contract Number: 2-941530-00
Legal Control Number: Pending
Source of Funds: Operating Budget
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(28) VENDOR: Nashville Classical

SERVICE/GOODS: Charter School Agreement

TERM: July 10, 2013 through June 30th of the tenth year after school opening

FOR WHOM: Students attending the Charter School:
Year 1: Grades K
Year 2: Grades K-1
Year 3: Grades K-2
Year 4: Grades K-3
Year 5: Grades K-4
Year 6: Grades K-5
Year 7: Grades K-6
Year 8: Grades K-7
Year 9 and beyond: Grades K-8

COMPENSATION: Compensation to the school shall be based on state/local revenue per pupil allocation set by the State Department of Education. 10 payments will be made from approximately August through June of each year.

OVERSIGHT: Office of Innovation

EVALUATION: Twice annual monitoring according to State guidelines

MBPE Contract Number: Pending
Legal Control Number: Pending
Source of Funds: Operating Budget
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(29) VENDOR: LEAD Southeast

SERVICE/GOODS: Charter School Agreement

TERM: July 10, 2013 through June 30th of the tenth year after school opening

FOR WHOM: Students attending the Charter School:
Year 1: Grade 5
Year 2: Grades 5-6
Year 3: Grades 5-7
Year 4: Grades 5-8
Year 5: Grades 5-9
Year 6: Grades 5-10
Year 7: Grades 5-11
Year 8 and beyond: Grades 5-12

COMPENSATION: Compensation to the school shall be based on state/local revenue per pupil allocation set by the State Department of Education. 10 payments will be made from approximately August through June of each year.

OVERSIGHT: Office of Innovation

EVALUATION: Twice annual monitoring according to State guidelines

MBPE Contract Number: Pending
Legal Control Number: Pending
Source of Funds: Operating Budget
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

s. Awarding of Bids and Contracts

(30) VENDOR: KIPP High School

SERVICE/GOODS: Charter School Agreement

TERM: July 10, 2013 through June 30th of the tenth year after school opening

FOR WHOM: Students attending the Charter School:

Year 1: Grade 5
Year 2: Grades 5-6
Year 3: Grades 5-7
Year 4 and beyond: Grades 5-8

COMPENSATION: Compensation to the school shall be based on state/local revenue per pupil allocation set by the State Department of Education. 10 payments will be made from approximately August through June of each year.

OVERSIGHT: Office of Innovation

EVALUATION: Twice annual monitoring according to State guidelines

MBPE Contract Number: Pending
Legal Control Number: Pending
Source of Funds: Operating Budget
LEASE AGREEMENT
BY AND BETWEEN
THE METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION
OF THE
GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
SPECTRUM CENTER, INC. OF TENNESSEE

This LEASE AGREEMENT (hereinafter “Lease”), made and entered into by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY by and through the METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION (hereinafter “Lessor”), and SPECTRUM CENTER, INC. OF TENNESSEE (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 the real property commonly known as Old Hickman School as depicted on the attached site plan and floor plan, together with all improvements, fixtures, parking lots, grassy areas and appurtenant rights thereto (hereinafter “Premises”) located at 321 Ironwood Drive, Nashville, TN 37219-3308, for use as a contracted services school (hereinafter “the Permitted Use”);

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;

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.

The initial term of this agreement (the “Term”) shall be for five (5) years commencing on
the date that is the later of July 1, 2013 or the date a Certificate of Occupancy is issued if
required for the Premises (“Commencement Date”) and shall expire on June 30, 2018, 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. This Lease shall not
become effective until and after Lessee and all appropriate signatories for MNPS and Metro have
signed and the Lease has been approved by the Metropolitan Council.

Notwithstanding any other terms or provisions of this Agreement, Lessee shall have the
right to terminate this agreement after (60) days prior written notice to Metro; provided,
however, that in the event of a termination of the Agreement pursuant section 17, Metro shall
have no obligation to reimburse Lessee for any amount expended by Lessee with respect to the
Premises, including, without limitation, any tenant improvement Expenditures (as defined
herein).

SECTION 4. RIGHTS AND RESPONSIBILITIES.

(a) Lessor’s Rights and Responsibilities. Lessor agrees to allow Lessee to use and
occupy the Premises to use 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 July 1, 2013, and continuing throughout the first 12-
month period of the Term, Lessee agrees to pay Lessor an annual “rent” for use of
the Premises the amount of $5.00 (five dollars) per square foot. The square
footage to be utilized is indicated on the attached plan and totals approximately
23,797 square feet. Therefore the initial monthly rent will be $9,915.42. Rent
shall include the cost of the provision of security, grounds maintenance, water, sewer, gas, electricity, and Chancery service to the Premises.

Lessee shall pay rent to Lessor in monthly installments. Annually, beginning with the first month of each successive 12-month period, this rental rate shall increase by two percent (2%) each year throughout the Term of the Lease.

Notwithstanding any other term of this section, Lessee shall be entitled to a credit of fifty percent (50%) per square foot or $2.50 per square foot, whichever is the higher amount, against the payment of rent hereunder in an amount equal to tenant improvement expenditures made by Lessee, which expenditures are subject to Lessor’s approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall provide Lessor with a scope of work for approval prior to any such work, and if Lessor has not approved such scope of work within 20 days, it shall be deemed approved. By way of illustration and not of limitation, such approved tenant improvement expenditures include repair and replacement of the HVAC system, lighting, doors and windows; any work related to ADA or fire safety compliance; and any other improvements to the structural elements, mechanical systems or environmental or safety condition of the Premises. Such credit shall be applied monthly after expenditure of Lessee and shall carry over from month-to-month for the remainder of the Term and any extension thereof. The rent credit shall cease when the cumulative total credits applied equals the amount of tenant improvement expenditures, but shall be reinstated to the extent Lessee makes future tenant improvement expenditures.

Tenant improvement expenditures shall not include any interest or carry costs, but shall include design fees subject to approval by Lessor pursuant to the procedures in Section 8.

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 prior to rent credits equaling the cost of tenant improvement expenditures.

(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 the Metropolitan Government related to the Lease.

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 purposes stated hereunder 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 and major capital repairs to the Building’s roof, foundation, structural members and exterior walls, HVAC system, plumbing system, boiler, and exterior glazing system (the “Building’s Systems and Structure”). Lessor shall not be responsible for (1) any such replacement or major repairs until Lessee notifies Lessor of the need therefore in writing 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 fixtures, 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) Utilities. Utility costs are the responsibility of Lessor and are covered in the basic rent per square foot.

(c) Maintenance Obligations. Lessee’s obligations include routine maintenance of the facilities, HVAC, Plumbing, Electrical Systems and the Building’s Structure. Lessee agrees to keep the Premises in a clean and sanitary condition free of trash, refuse and debris at all times during the Term and 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. Lessee shall provide 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, equipment, and service beyond the Chancery Service to the building. Lessor hereby agrees to leave all existing low voltage wiring located in the Premises for Lessee’s use. 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. Lessee shall obtain and pay for its’ own refuse collection.

(d) 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 demised 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 of the term of this Lease, without representation or warranty by Lessor.

(e) Improvements. Lessee represents that it has inspected and examined the Premises and accepts it in its present condition and agrees that Metro 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 Metro that (a) Lessee has examined and inspected the Premises, including any existing improvements thereon, (b) finds the Premises to be as represented by Metro and satisfactory for Lessee’s intended use, and (c) constitutes Lessee’s acceptance of the Premises and any existing improvements “as is”. Metro 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 Metro upon termination or expiration of this Agreement, 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. If Lessee requests any additions to the approved plans, Lessee shall obtain Lessor’s prior approval and pay the costs thereof. Lessee shall provide MNPS with a detailed cost breakdown for proposed tenant improvements. 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 Metro 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, contractor, 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 Metro. 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, Metro 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 Metro. Lessee shall be responsible for all costs of removal and storage.

Lessee shall have the right, with no cost to Metro, 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 Agreement, and at the written request of Metro, Lessee shall remove, at its sole cost and expense, all such temporary units and repair any damage to 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. Lessee shall be responsible for any necessary cleaning or repair to Lessor’s property so that the same shall be put in as good a condition as Lessee received it, normal wear and tear excepted. Any and all of Lessor’s operating equipment that may be used by Lessee or its employees or agents shall be returned in as good and 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 caused 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.
SECTION 10. RIGHT-OF-ENTRY

(a) Lessor and including without limitation, its respective authorized representatives, shall have the right to enter the Premises during normal business hours (or any time in the event of an emergency) with a representative of Lessee present: (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 respective 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 duration of the Lease and any extension hereof at least the following types and amounts of insurance:

(a) Occurrence version 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 insureds. 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 leased Premises.

(c) Lessee shall maintain property insurance against all risks of loss to any tenant improvements or betterments. Insurance shall be for full replacement cost with no coinsurance penalty provision.
Lessee shall:

(a) Prior to commencement of Lease, furnish Metro 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 expiration of Lease.

(d) Maintain such insurance from the time Lease commences until Lease is terminated.

(e) Place such insurance with insurer 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 (or the closest commercially available equivalent approved by Lessor) 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 in its reasonable discretion, 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, arising out of Lessee’s negligence, willful misconduct or 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)(2), 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.

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 is directly or indirectly interested in this Lease and, furthermore, Lessee pledges that it will notify the administrator of Lessor in writing should any of the above-referenced persons become either directly or indirectly interested in this Lease. In addition, Lessee declares that as of the effective date of this Lease, neither it nor any of the principals therein have given or donated, or promised to give or donate, either directly or indirectly, 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 or aid or assist in obtaining this Lease. Furthermore, Lessee pledges that neither it nor any officer or employee of the Metropolitan Government, or to anyone else for his benefit, has given any sum of money or other thing of value for aid or assistance in obtaining any amendment or modification to this Lease.

SECTION 16. PERSONNEL POLICY.

Lessee makes oath 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 in a timely and proper manner and is unable to cure such failure within the time provided in Section 17(a);

   (ii) Subject to the cure period above, 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 operation on the Premises, casualty excepted.

(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, 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 or creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(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 for Contract Revocation or Termination. Notwithstanding anything set forth herein to the contrary, this Lease shall terminate automatically if the Lessee’s Contract Agreement with Metropolitan Nashville Public Schools is terminated or revoked as of the effective date of such termination or revocation.

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 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 compensation hereunder shall not cease or be abated during any repair period. Should the damages to the area be so extensive as to render it untenantable, the compensation for such area shall cease, on a pro-rata basis, until such time it shall again be put in repair, 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 rents shall also be paid to the same address. Until any such change is made, notices to Lessor shall be delivered as follows:
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.

(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.

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.**

Lessee agrees 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. NO PARTNERSHIP.**

This Lease is not intended to create a partnership or joint venture between Lessor and Lessee, or to create a principal-and-agent relationship between them.

**SECTION 32. 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 33. 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, approval of this agreement by the Metropolitan Nashville Board of Public Education and upon its filing with the Metropolitan Clerk.
SECTION 34. 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.

[Signature on Following Page]
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION:

Director of Purchasing, MBPE:
____________________________________

RECOMMENDED:

Executive Staff Member, MBPE
Department: __________________________
____________________________________

Director of Federal Programs

APPROVED AS TO AVAILABILITY OF FUNDS:

ACCOUNT NUMBER:
____________________________________

Chief Financial Officer, MBPE

Chairman of the Board , MBPE
____________________________________

Director of Finance

APPROVED AS TO INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

____________________________________

Date Filed: _________________

LESSEE

BY: _____________________________
Title: _____________________________

Sworn to and subscribed to before me, a Notary Public, this _____________
day of ________________________ , 200 __ ,
by _____________________________,
the ____________________________ of
Lessee and duly authorized to execute
this instrument on Lessee’s behalf.

__________________________________
Notary Public
My Commission Expires ___________

11739819.3
For Consent Agenda for next Board meeting:

Request to Approve a Textbook(s) Not on MNPS Contract

Approval is requested for the following textbook not on MNPS contract:

- **Course:** Agriscience

The guidelines in T.C.A. 49-6-2207 (a) (1) for Guidelines for Use of Textbook Programs Not on Contract are being followed.

A three-person committee composed of Donna Gilley, Chaney Mosley and Gaye Martin reviewed the following textbooks:


Approval is requested for the following textbook not on MNPS contract:

- **Course:** Recording II and Publishing II

The guidelines in T.C.A. 49-6-2207 (a) (1) for Guidelines for Use of Textbook Programs Not on Contract are being followed.

A three-person committee composed of Donna Gilley, Chaney Mosley and Gaye Martin reviewed the following textbooks:

Request to Approve a Textbook(s) Not on MNPS Contract

Approval is requested for the following textbook not on MNPS contract:

- **Course:** Small Animal Care

The guidelines in T.C.A. 49-6-2207 (a) (1) for Guidelines for Use of Textbook Programs Not on Contract are being followed.

A three-person committee composed of reviewed the following textbooks:

Program Assurances

Davidson County (190) - FY 2014 - Consolidated - Rev 0 - Title I-A

<table>
<thead>
<tr>
<th>The Local Education Agency (LEA) hereby assures the State Education Agency (SEA) that the LEA will:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Participate, if selected, in the State National Assessment of Educational Progress in 4th and 8th grade reading and mathematics carried out under section 411(b)(2) of the National Education Statistics Act of 1994.</td>
</tr>
<tr>
<td>2. Inform eligible schools and parents of school-wide program authority and the ability of such schools to consolidate funds from Federal, State, and local sources.</td>
</tr>
<tr>
<td>3. Provide technical assistance and support to school-wide programs.</td>
</tr>
<tr>
<td>4. Work in consultation with schools as they develop the schools' plan pursuant to section 1114 and assist schools as the schools implement such plans or undertake activities pursuant to section 1115 so that each school can make progress toward ambitious but achievable annual measurable objectives (AMOs).</td>
</tr>
<tr>
<td>5. Provide services to eligible children attending private elementary schools and secondary schools in accordance with section 1120, and timely and meaningful consultation with private school officials regarding such services.</td>
</tr>
<tr>
<td>6. Take into account the experience of model programs for the educationally disadvantaged, and the findings of relevant scientifically based research indicating that services may be most effective if focused on students in the earliest grades at schools that receive funds under this part.</td>
</tr>
<tr>
<td>7. In the case of an LEA that chooses to use funds under this part to provide early childhood development services to low-income children below the age of compulsory school attendance, ensure that such services comply with the performance standards established under section 641A(a) of the Head Start Act.</td>
</tr>
<tr>
<td>8. Work in consultation with schools as the schools develop and implement their plans or activities under sections 1118 and 1119 to ensure requirements in the statute are being carried out.</td>
</tr>
<tr>
<td>9. Comply with the requirements of section 1119 regarding the qualifications of teachers and paraprofessionals and professional development for such individuals.</td>
</tr>
<tr>
<td>10. Inform eligible schools of the LEA's authority to obtain waivers on the school's behalf under Title IX and, if the State is an Ed-Flex Partnership State, to obtain waivers under the Education Flexibility Partnership Act of 1999.</td>
</tr>
<tr>
<td>11. Coordinate and collaborate, to the extent feasible and necessary as determined by the LEA, with the SEA and other agencies providing services to children, youth, and families with respect to an LEA in need of improvement or subgroup improvement or focus school or priority school.</td>
</tr>
<tr>
<td>12. Ensure, through incentives for voluntary transfers, the provision of professional development, recruitment programs, or other effective strategies, that low-income students and minority students are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers.</td>
</tr>
</tbody>
</table>
13. Use the results of the student academic assessments required under section 1111(b)(3), and other measures or indicators available to the agency, to review annually the progress of each Title I school to determine whether all of the schools are making the progress necessary to ensure that all students will meet the State's proficient level of achievement on the State academic assessments described in section 1111(b)(3) within 12 years from the baseline year described in section 1111(b)(2)(E)(ii).

14. Ensure that the results from the academic assessments required under section 1111(b)(3) will be provided to parents and teachers as soon as is practicably possible after the test is taken, in an understandable and uniform format and, to the extent practicable, provided in a language that the parents can understand.

15. Assist each Title I school in developing or identifying examples of high quality, effective curricula consistent with section 1111(b)(8)(D).

16. Ensure that all requirements in section 1111(h)(6) regarding Parents Right-to-Know are being carried in a manner consistent with the statute.

17. Include in the LEA Consolidated Plan a description of the following, as applicable:
   a. Additional assessments the LEA and schools use to:
      i. determine the success of children served in meeting academic standards;
      ii. provide information to teachers, parents, and students on the progress being made toward meeting state standards;
      iii. assist in diagnosis, teaching, and learning in the classroom in ways that best enable low-achieving children served to meet state standards;
      iv. determine what plan revisions are needed to enable children to meet state standards; and
      v. effectively identify students who may be at risk for reading failure or who are having difficulty reading.
   b. Additional academic indicators that will be used to show success of students.
   c. Strategies the LEA will implement to provide additional educational assistance to individual students who need help in meeting state standards.
   d. Strategies to be implemented to assist schools identified as priority or focus schools.
   e. How Title I, Part A is coordinated with other NCLB programs, the Individuals with Disabilities Education Act, the Carl D. Perkins Vocational and Technical Education Act of 1998, the McKinney-Vento Homeless Assistance Act and other acts as appropriate.
   f. Services the LEA will provide homeless children as required by section 1112(b)(1)(O), including services provided with funds reserved under section 1113(c)(3)(A).
   g. Strategies the LEA will use to implement effective parental involvement under section 1118.

18. Document comparability of services as required by section 1120A.

19. If assigning public school personnel paid by Title I funds to limited duties, the amount of time spent on such duties will not exceed the same proportion of total work time as prevails with respect to similar personnel at the same school site. The limited duties may include duties beyond classroom instruction or duties that do not benefit participating children. However, the duties must also be assigned to similar personnel, at the same school site, who are not paid with such funds.

20. Ensure that Title I programs and projects are of sufficient size, scope, and quality to give reasonable promise of substantial progress toward meeting the special educational needs of children being served.

21. The State may retain Section 1003 (a) school improvement funds for direct technical assistance to eligible schools and districts for its statewide system of support as allowed in Section 1003 (b) (2).
Department of Education  
Kevin Huffman, Commissioner

Program Assurances
Davidson County (190) - FY 2014 - Consolidated - Rev 0 - Title I-D LEA

Subpart 2- Local Education Agency Programs for Youth Who are Delinquent

* The Local Education Agency (LEA) hereby assures the State Education Agency (SEA) that the LEA will:

1. Monitor all facilities that receive Title I, Part D, Subpart Two funding to ensure that the facility is complying with all applicable statutory and regulatory requirements including its responsibilities as outlined in the agency application in Section 1423 and in the formal agreements in Section 1425.

2. Has on file all the formal agreements it has made with all facilities that receive Title I, Part D, Subpart 2 funding and these formal agreements meet the requirements set forth in Section 1423 of Title I, Part D, Subpart Two of the Elementary and Secondary Education Act/No Child Left Behind Act of 2001.

3. Evaluate the program, disaggregating Consolidated State Performance Report (CSPR) data on participation by gender, race, ethnicity, and age annually to determine the program's effect on the ability of participants to:
   a. Maintain and improve educational achievement:
   b. Accrue school credits that meet State requirements for grade promotion and secondary school graduation;
   c. Make the transition to a regular program or other education program operated by a local educational agency;
   d. Complete secondary school (or secondary school equivalency requirements), and obtain employment after leaving the correctional facility or institution; and,
   e. As appropriate, participate in postsecondary education and job training. In conducting each evaluation, the LEA agrees to use multiple and appropriate measures of student progress.

4. Submit the Consolidated State Performance Report (CSPR) evaluation results to the TN Department of Education and/or the U.S. Department of Education and use the results of these evaluations to plan and improve subsequent programs for participating children and youth.

5. Provide any information the Secretary may reasonably require.

6. Educational programs in correctional facility are coordinated with student's home school, particularly with a student's individualized education program (IEP).

7. If the child or youth is identified of special education services while in correctional facility, notify the local school of the child in need.

8. Correctional facility is staffed with teachers and other qualified staff who are trained to work with children with disabilities and other unique needs of such children.
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<thead>
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<tbody>
<tr>
<td>9.</td>
<td>Education programs in correctional facility assist students to meet high academic achievement standards.</td>
</tr>
<tr>
<td>10.</td>
<td>Use Title I Part D to supplement the program.</td>
</tr>
<tr>
<td>11.</td>
<td>Assess student needs through testing and surveys.</td>
</tr>
</tbody>
</table>
# Program Assurances

**Davidson County (190) - FY 2014 - Consolidated - Rev 0 - Title II-A**

*The Local Education Agency (LEA) hereby assures the State Education Agency (SEA) that the LEA will:*

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Target funds to schools within the jurisdiction of the LEA that:</td>
</tr>
<tr>
<td></td>
<td>a. have the lowest proportion of highly qualified teachers;</td>
</tr>
<tr>
<td></td>
<td>b. have the largest average class size; or</td>
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<tr>
<td></td>
<td>c. are identified for school improvement under section 1116(b).</td>
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<tr>
<td>2.</td>
<td>Conduct an assessment of local needs for professional development and hiring in accordance with section 2122(c).</td>
</tr>
<tr>
<td>3.</td>
<td>Have on file a plan that meets the requirements of section 2122(b).</td>
</tr>
<tr>
<td>4.</td>
<td>Any teachers funded through Title II-A for Class Size Reduction are highly-qualified.</td>
</tr>
<tr>
<td>5.</td>
<td>Provide services to private elementary and secondary private school staff in accordance with section 1120 and timely and meaningful consultation with private school officials regarding such service.</td>
</tr>
</tbody>
</table>
## Program Assurances

**Davidson County (190) - FY 2014 - Consolidated - Rev 0 - Title III-ELL**

- **The Local Education Agency (LEA) hereby assures the State Education Agency (SEA) that the LEA will:**

1. Have on file a local written plan that meets all requirements in section 3116.
2. Comply with parental notification requirements specified in section 3302 of the statute prior to, and throughout, each school year.
3. Assess annually, with the state approved English language proficiency assessment, the English proficiency of all children with limited English proficiency participating in programs funded under Title III section 3116 (d)(2).
4. Base the proposed plan on scientifically based research on teaching limited English proficient (LEP) children.
5. Ensure that programs will enable children to speak, read, write, listen and comprehend the English language, and meet challenging State academic content and student academic achievement standards.
6. Ensure the LEA is not in violation of any State law, including State constitutional law, regarding the education of LEP children.
7. Consult with teachers, researchers, school administrators, and parents, and, if appropriate, with education-related community groups and non-profit organizations, and institutions of higher education in developing the plan.
8. Certify that all teachers in any language instruction educational program for LEP children that is, or will be, funded under Title III are fluent in English, including having written and oral communication skills.
9. Assess and place students who qualify for LEP services in a program within 30 days of school.
10. Notify parents of LEP students of placement within two weeks of assessment.
11. Title III districts must fulfill all requirements for the LEP subgroup in ESEA.
12. Provide services to private elementary and secondary private school students and staff in accordance with section 1120 and timely and meaningful consultation with private school officials regarding such service.
<table>
<thead>
<tr>
<th>TITLE I</th>
<th>FY14</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVENUE</td>
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<tr>
<td>CARRYOVER</td>
<td>$ 2,134,844</td>
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<tr>
<td>PRELIMINARY ALLOCATION</td>
<td>$ 28,476,615</td>
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<td>TOTAL REVENUE</td>
<td>$ 30,611,459</td>
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<tr>
<td>EXPENSES</td>
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<tr>
<td>SCHOOL ALLOCATIONS</td>
<td>$ 23,513,094</td>
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<tr>
<td>REQUIRED SETASIDES</td>
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</tr>
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<td>NON-PUBLIC SCHOOL STUDENTS</td>
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<td>SERVICES TO HOMELESS STUDENTS</td>
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<td>PARENT INVOLVEMENT</td>
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<td>CONSOLIDATED ADMINISTRATION</td>
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<td>INDIRECT COSTS</td>
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<td>SUBTOTAL</td>
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<td>DISCRETIONARY SETASIDES</td>
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<td>CHOICE TRANSPORTATION</td>
<td>$ 300,000</td>
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<tr>
<td>6 PRE-K CLASSES &amp; COORDINATOR</td>
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<tr>
<td>READING PROGRAMS</td>
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<td>A PLUS PROGRAM</td>
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<td>SUMMER PROGRAMS</td>
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<td>SUBTOTAL</td>
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<td>TOTAL EXPENSE</td>
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<td>REVENUE LESS EXPENSE</td>
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</tr>
</tbody>
</table>
Average Title I School Allocation
40% increase

<table>
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<tr>
<th></th>
<th>SY12-13</th>
<th>SY13-14</th>
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<tbody>
<tr>
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<td>$202,300</td>
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<tr>
<td>School Name</td>
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<tr>
<td>------------------------------------------------------</td>
<td>------------</td>
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<tr>
<td>A. Z. Kelley Elementary</td>
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<td></td>
</tr>
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July 3, 2013

Members of the Board
Metropolitan Board of Public Education
2601 Bransford Avenue
Nashville, TN 37204

Re: Charges Supporting the Dismissal of Sherrie Martin

Dear Board Members:

I am writing to recommend the dismissal of Sherrie Martin from employment as a tenured teacher with the Metropolitan Nashville Public Schools, pursuant to T.C.A. § 49-5-511. I have charged her with unprofessional conduct unbecoming a teacher with MNPS and inefficiency, which are grounds for her dismissal pursuant to Tenn. Code Ann. § 49-5-511. These terms are specifically defined in Tenn. Code Ann. § 49-5-501.

Evidence supporting these charges was set forth in my letter to Sherrie Martin on July 3, 2013, a copy of which is attached. I am asking you to certify these charges by voting that if proven true, these charges warrant Ms. Martin’s dismissal. Should you certify these charges, I will inform Ms. Martin of your action and formally advise her of the right to request a hearing before an impartial hearing officer.

At the present time, I am only asking you to certify the charges. I am not asking you to weigh evidence either for or against dismissal. I am merely asking you to vote that the charges, if proven true, warrant dismissal. If Ms. Martin requests a hearing, it will occur at some point in the future.

Accordingly, it is my recommendation that Sherrie Martin be dismissed from employment with the Metropolitan Nashville Public Schools.

Sincerely,

[Signature]

Jesse B. Register, Ed.D.
Director of Schools

cc: Craig Ott, MNPS Human Capital
    Christie Conyers Lewis, Principal, Lockeland Design Center
    Kathryn Sinback, Department of Law
    MNEA
    Personnel File (certificated)

Enclosure: July 3, 2013 letter to Sherrie Martin
July 3, 2013

VIA REGULAR AND CERTIFIED MAIL

Ms. Sherrie Martin

Re: Notice of Intent to Terminate

Dear Ms. Martin:

It has come to my attention that you have spoken to your students in a demeaning manner on more than one occasion. You have also engaged in unprofessional conduct by repeatedly talking and texting on your cell phone during class. These behaviors constitute unprofessional conduct unbecoming a teacher with the Metropolitan Nashville Public Schools ("MNPS"). You have been offered supports and opportunities to change these behaviors, and yet you have continued to engage in such behaviors. Further, your method of teaching is inefficient, as illustrated by your evaluation scores from the 2011-2012 and 2012-2013, which were below expectations. You have been counseled about how you should interact with your students on multiple occasions, but have failed to correct these problems. Because of your unprofessional conduct unbecoming a teacher with MNPS and inefficiency as a teacher, you must be terminated from your employment with MNPS.

This letter constitutes written notice to you of the charges being made against you. The conduct described in the attached and incorporated Notice of Charges of Dismissal is sufficient to warrant your dismissal. Accordingly, be advised that I plan to present the charges against you to the Metropolitan Board of Public Education at its meeting on July 9, 2013.

At this meeting, the Board will vote whether or not to certify the charges against you. If the Board certifies the charges, you will be promptly advised and may subsequently request a hearing before an impartial hearing officer pursuant to T.C.A. § 49-5-512 on the merits of these charges.

Further, pursuant to my authority set out in T.C.A. §49-5-511, I hereby suspend you without pay pending the final disposition of this matter.
Sincerely,

Jesse B. Register, Ed.D.
Director of Schools

Attachment – Notice of Charges for Dismissal

cc: Craig Ott, MNPS Human Capital
    Christie Conyers Lewis, Principal, Lockeland Design Center
    Kathryn Sinback, Department of Law
    Tammy Carpenter, Human Capital Manager
    Personnel File (certificated)
Ms. Sherrie Martin

Re: Notice of Charges for Dismissal – Sherrie Martin

Dear Ms. Martin:

This is to inform you that I am recommending that you be dismissed from employment as a tenured teacher with the Metropolitan Nashville Public Schools (MNPS). The grounds for your dismissal are unprofessional conduct unbecoming a teacher with MNPS and inefficiency. These terms are defined in T.C.A. § 49-5-501, and those definitions are incorporated here.

1. On March 13, 2013, your principal observed you sitting at a table in your second grade classroom at Lockeland Design Center. You were observed shouting instructions to your students regarding a math assignment. One of your students came over to ask for assistance with a math problem and you said to him, in a loud and demeaning tone: “Don’t you come over here lookin’ at me, what did I tell you to do? Go!”

2. On May 1, 2013, you were observed texting and checking your messages on your cell phone while you were administering a SAT 10 test. You were not attentive while administering the test, lost your place while reading the instructions to the students, and read some of the test questions incorrectly. When the students raised their hands to clarify what you had read to them, you became upset with the students and told them that they were not paying attention and not listening to you.

3. Prior to the incidents in Paragraph 1 and Paragraph 2, you had been counseled by your principal on numerous occasions to stop making negative comments to students. These problems were addressed in a Plan of Assistance issued to you on August 12, 2012.

4. On May 9, 2012, you were observed by your principal sitting at your desk texting. For ten minutes, you did not even realize that your principal was in your classroom. The May 9, 2012 incident was the fourth occasion that
the principal had witnessed you using your cell phone during class instead of interacting with your students.

5. The behaviors described in Paragraphs 1-4 constitute unprofessional conduct unbecoming a teacher with the Metropolitan Nashville Public Schools ("MNPS"). You have been offered supports and opportunities to change these behaviors, and yet you have continued to engage in such behaviors.

6. Further, your method of teaching is inefficient, as illustrated by your evaluation scores from the 2011-2012 and 2012-2013, which were below expectations. You have been given supports and opportunities to increase your efficiency as a teacher, and have been counseled about how to engage your students, but you have failed to change your methods.

7. Because of your unprofessional conduct unbecoming a teacher with MNPS and inefficiency as a teacher, you must be terminated from your employment with MNPS.

Sincerely,

Jesse B. Register, Ed.D.
Director of Schools

cc: Craig Ott, MNPS Human Capital
    Christie Conyers Lewis, Principal, Lockeland Design Center
    Kathryn Sinback, Department of Law
    MNEA
    Personnel File (certificated)
Resolution

Metropolitan Nashville Davidson County
Board of Public Education
Nashville, Tennessee

High stakes standardized tests, as defined for purposes of this resolution, are tests developed for mass consumption by testing companies that are implemented by school districts and bear important consequences for both the student and the teacher.

WHEREAS, the future of a prosperous Davidson County relies on a high-quality public education system that prepares all students for college, careers, and citizenship; and

WHEREAS, MNPS has spent growing amounts of money, time, energy, and resources on high-stakes standardized testing, while using results of tests to make decisions which affect students, educators, and schools; and

WHEREAS, an over emphasis on high-stakes tests narrows the curriculum, limits teachers’ ability to provide valuable learning opportunities in the classroom, allows for-profit test publishers to drive instruction rather than trained educators, and discourages a broad range of educational experiences; and

WHEREAS, it is widely recognized that standardized testing is an inadequate and often unreliable measure of both student learning and educator effectiveness; and

WHEREAS, high-stakes standardized testing places undue stress on students and has negative effects for students from all backgrounds, including low socioeconomic students, English Language Learners, and Exceptional Education students; and

WHEREAS, imposing relentless test preparation and boring memorization of facts to “enhance” test performance is doing little more than stealing the love of learning from our students and discouraging creativity; and

NOW, BE IT THEREFORE RESOLVED, the Board of Education calls on the Director of Schools to study the number of tests administered to students and the number of hours of practice students endure in preparation for high-stakes tests throughout Metro Schools; to reduce these tests to a minimum; and to abolish high stakes, standardized tests for K-2nd grades.

BE IT FURTHER RESOLVED, the Board of Education, calls on the governor, state legislature, and administrators of MNPS to examine public school accountability systems used to evaluate student achievement, and to develop a system based on multiple forms of assessments that accurately reflect a wide range of acquisition of student knowledge.
This resolution shall take effect immediately for the benefit of all students in Metropolitan Nashville Public Schools.

Adopted this day, Tuesday, July 9, 2013

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<tr>
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<th>Vice-Chair</th>
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Director of Schools
Cambridge (AICE) Updates, 7/9/13

Vision: MNPS will offer three national and international college-preparatory programs to strengthen student foundation of knowledge, skills, and character necessary to excel in college, career, and global citizenship. We encourage all highly motivated students, regardless of personal circumstances, to accept the academic challenges of the program(s) relevant to their learning needs.

What we’ve done so far: Cambridge International Examinations (CIE)

- Multiple conversations with Sherry Reach, Americas Regional Manager, CIE
- Multiple conversations with Paula Apostolou, Development Manager, CIE
- S. Chaney: AICE Learn More/Presentation session Deerfield Beach, FL, June 18, 2012
- J. Steele: Discussion with principals of potential Cambridge AICE schools
- Reading of online AICE materials and the guide, How to Become a Cambridge School
- S. Reach and S. Chaney: Development of implementation budget
- J. Bailey (Whites Creek), S. Pelham (Overton), M. Wall (Cane Ridge), R. Wall (McGavock): Completion of online Expression of Interest Form by four interested school principals
- J. Steele, M. Wilcox, A. Wyatt, K. Henderson, S. Chaney, C. Mosley, J. Bailey, S. Pelham, M. Wall, R. Wall: 10-member team visit to two AICE high schools in FL, September 17-18, 2012
- Thursday, 9/27: School Visit to Cane Ridge, 9:00 a.m., Sherry Reach
- Thursday, 9/27: Presentation to State/District/School/Community Personnel, Sherry Reach
- Friday, 9/28: School Visit to Overton, 7:30 a.m., Sherry Reach
- Friday, 9/28: School Visit to McGavock, 10:00 a.m., Sherry Reach
- Friday, 9/28: School Visit to Whites Creek, 1:00 p.m., Sherry Reach
- Wednesday, 10/10/12: Phone Interviews conducted by Paula Apostolou with Principals at Whites Creek, Cane Ridge, McGavock
- Monday, 10/15/12: Phone Interview conducted by Paula Apostolou with Principal at Overton
- Monday, 10/22/12: AICE Inspection Visits to Cane Ridge and Overton
- Tuesday, 10/23/12: AICE Inspection Visits to Whites Creek and McGavock
- Approvals: Whites Creek, 11/19/12; McGavock, 11/22/12; Overton and Cane Ridge, 1/10/13
- Monday-Tuesday, February 11-12, 2013: Face-to-face training for 4 Coordinators, Miami, FL
- Tuesday, 4/16/13: Proposals for IGCSE Biology/English/Math Course Codes sent to TN DOE
- Monday – Wednesday, May 6-8, 2013: Cambridge face-to-face training at McGavock for IGCSE teachers from several states

What we’re doing next:

- Learning with middle-school administrators and faculty about Cambridge Secondary 1
- Working with Bradley County to request adding Cambridge to the State Grading Policy
- April – June: Cambridge online training for 3 teachers from each of the 4 approved schools
- June 2013: Contract approval by MNPS and Cambridge
### July 09, 2013
**Tuesday**

- **3:30 PM - 4:30 PM** Governance Committee
- **4:30 PM - 5:00 PM** Executive Session
- **5:00 PM - 5:30 PM** Regular Board Meeting -- Boardroom
  
### August 13, 2013
**Tuesday**

- **5:00 PM - 5:30 PM** Regular Board Meeting -- Boardroom
  
### August 27, 2013
**Tuesday**

- **8:00 AM - 9:45 AM** Copy: 3rd Qtr Investment Committee Meeting -- 700 Second Ave S, Howard Office Building 1st Floor
- **5:00 PM - 5:30 PM** Work Session -- Boardroom
## Sales Tax Collections - General Purpose Fund
### As of June 20, 2013

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<th>TOTAL 2012-2013 COLLECTIONS</th>
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<th>$ Change For Month - FY12 Collections</th>
<th>% Change For Month - FY12 Collections</th>
<th>% Increase / Decrease Year-To-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>$15,397,715.39</td>
<td>$15,975,899.14</td>
<td>$15,329,184.16</td>
<td>($646,714.98)</td>
<td>($68,531.23)</td>
<td>-0.45%</td>
<td>-0.45%</td>
</tr>
<tr>
<td>October</td>
<td>15,197,480.15</td>
<td>15,768,145.07</td>
<td>15,985,102.21</td>
<td>$216,957.14</td>
<td>$787,622.06</td>
<td>4.93%</td>
<td>2.30%</td>
</tr>
<tr>
<td>November</td>
<td>13,568,507.56</td>
<td>14,078,004.61</td>
<td>16,307,521.66</td>
<td>$2,229,517.05</td>
<td>$2,739,014.10</td>
<td>16.80%</td>
<td>7.26%</td>
</tr>
<tr>
<td>December</td>
<td>15,066,205.63</td>
<td>15,631,941.19</td>
<td>16,262,111.76</td>
<td>$630,170.57</td>
<td>$1,195,906.13</td>
<td>7.35%</td>
<td>7.29%</td>
</tr>
<tr>
<td>January</td>
<td>14,591,358.40</td>
<td>15,139,263.47</td>
<td>16,975,964.36</td>
<td>$2,229,517.05</td>
<td>$2,739,014.10</td>
<td>14.05%</td>
<td>8.70%</td>
</tr>
<tr>
<td>February</td>
<td>19,853,642.48</td>
<td>20,599,146.15</td>
<td>20,719,904.55</td>
<td>$120,758.40</td>
<td>$866,262.07</td>
<td>4.18%</td>
<td>7.82%</td>
</tr>
<tr>
<td>March</td>
<td>13,522,623.55</td>
<td>14,030,397.65</td>
<td>15,256,973.25</td>
<td>$1,226,575.60</td>
<td>$1,734,349.70</td>
<td>11.37%</td>
<td>8.25%</td>
</tr>
<tr>
<td>April</td>
<td>14,255,652.10</td>
<td>14,790,951.40</td>
<td>16,763,737.54</td>
<td>($27,577.86)</td>
<td>$507,721.44</td>
<td>3.44%</td>
<td>7.71%</td>
</tr>
<tr>
<td>May</td>
<td>16,828,870.81</td>
<td>17,460,794.40</td>
<td>17,784,775.75</td>
<td>$323,981.35</td>
<td>$955,904.94</td>
<td>5.37%</td>
<td>7.43%</td>
</tr>
<tr>
<td>June</td>
<td>15,932,479.31</td>
<td>16,530,743.43</td>
<td>16,636,262.25</td>
<td>($105,518.82)</td>
<td>$703,782.94</td>
<td>4.23%</td>
<td>7.11%</td>
</tr>
<tr>
<td>July</td>
<td>16,564,549.66</td>
<td>17,186,548.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>August</td>
<td>17,493,678.40</td>
<td>18,150,565.49</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$188,272,763.44</strong></td>
<td><strong>$195,342,400.00</strong></td>
<td><strong>$166,021,173.49</strong></td>
<td><strong>$6,015,886.98</strong></td>
<td><strong>$11,806,638.11</strong></td>
<td><strong>7.11%</strong></td>
<td></td>
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</tbody>
</table>

FY13 Budget: 195,342,400
FY12 Collections: 188,272,763
Change between years: 7,069,637
% Chg: 3.7549970%
<table>
<thead>
<tr>
<th></th>
<th>FY12 Actuals</th>
<th>FY12 YTD %</th>
<th>FY13 Actuals</th>
<th>FY13 YTD %</th>
<th>FY13 Budget Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Charges, Commissions, &amp; Fees</strong></td>
<td>760,000</td>
<td>71.88%</td>
<td>760,000</td>
<td>128.10%</td>
<td>(213,584)</td>
</tr>
<tr>
<td><strong>Other Governments &amp; Agencies</strong></td>
<td>231,071,700</td>
<td>89.08%</td>
<td>246,379,700</td>
<td>87.07%</td>
<td>31,850,840</td>
</tr>
<tr>
<td><strong>Taxes, Licenses, &amp; Permits</strong></td>
<td>404,262,900</td>
<td>88.85%</td>
<td>468,179,600</td>
<td>90.18%</td>
<td>45,987,441</td>
</tr>
<tr>
<td><strong>Fines, Forfeits, &amp; Penalties</strong></td>
<td>6,200</td>
<td>12.34%</td>
<td>6,200</td>
<td>0.48%</td>
<td>6,170</td>
</tr>
<tr>
<td><strong>Transfers From Other Funds and Units</strong></td>
<td>37,161,000</td>
<td>101.20%</td>
<td>4,071,800</td>
<td>64.30%</td>
<td>1,453,660</td>
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<tr>
<td><strong>All Other Revenues</strong></td>
<td>773,000</td>
<td>145.54%</td>
<td>1,023,000</td>
<td>145.58%</td>
<td>(466,269)</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>674,034,800</td>
<td>89.65%</td>
<td>720,420,300</td>
<td>89.09%</td>
<td>78,618,258</td>
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</tbody>
</table>

**EXPENSES:**

<table>
<thead>
<tr>
<th>Subcategory</th>
<th>FY12 Actuals</th>
<th>FY12 YTD %</th>
<th>FY13 Actuals</th>
<th>FY13 YTD %</th>
<th>FY13 Budget Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salaries:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Pay</td>
<td>379,071,800</td>
<td>96.79%</td>
<td>402,502,800</td>
<td>96.16%</td>
<td>15,464,998</td>
</tr>
<tr>
<td>Overtime</td>
<td>1,219,100</td>
<td>91.05%</td>
<td>756,900</td>
<td>121.67%</td>
<td>(164,030)</td>
</tr>
<tr>
<td>All Other Salary Codes</td>
<td>10,378,700</td>
<td>92.11%</td>
<td>8,886,400</td>
<td>104.31%</td>
<td>(382,646)</td>
</tr>
<tr>
<td><strong>Total Salaries</strong></td>
<td>390,669,600</td>
<td>96.65%</td>
<td>412,146,100</td>
<td>96.38%</td>
<td>14,918,322</td>
</tr>
<tr>
<td><strong>Fringes</strong></td>
<td>129,962,600</td>
<td>96.84%</td>
<td>139,460,600</td>
<td>96.28%</td>
<td>5,187,594</td>
</tr>
<tr>
<td><strong>Other Expenses:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>23,053,200</td>
<td>89.57%</td>
<td>26,338,400</td>
<td>91.62%</td>
<td>4,841,659</td>
</tr>
<tr>
<td>Professional and Purchased Services</td>
<td>35,730,700</td>
<td>85.69%</td>
<td>37,398,253</td>
<td>91.64%</td>
<td>3,127,841</td>
</tr>
<tr>
<td>Travel, Tuition, and Dues</td>
<td>1,279,504</td>
<td>85.69%</td>
<td>1,351,050</td>
<td>95.01%</td>
<td>67,386</td>
</tr>
<tr>
<td>Communications</td>
<td>2,920,418</td>
<td>90.82%</td>
<td>2,780,597</td>
<td>89.34%</td>
<td>296,460</td>
</tr>
<tr>
<td>Repairs and Maintenance Services</td>
<td>1,548,000</td>
<td>90.41%</td>
<td>1,624,800</td>
<td>91.68%</td>
<td>135,163</td>
</tr>
<tr>
<td>Internal Service Fees</td>
<td>3,532,271</td>
<td>90.41%</td>
<td>3,839,793</td>
<td>91.93%</td>
<td>1,461,870</td>
</tr>
<tr>
<td>Transfers To Other Funds and Units</td>
<td>153,402,600</td>
<td>89.76%</td>
<td>168,813,600</td>
<td>92.61%</td>
<td>12,468,487</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>674,034,800</td>
<td>95.12%</td>
<td>720,420,300</td>
<td>95.48%</td>
<td>32,574,403</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td>674,034,800</td>
<td>95.12%</td>
<td>720,420,300</td>
<td>95.48%</td>
<td>32,574,403</td>
</tr>
</tbody>
</table>
## Metropolitan Nashville Public Schools
### Revenue Analysis
#### FY2012 and FY2013

**Prepared: June 18, 2013**

<table>
<thead>
<tr>
<th>Description</th>
<th>FY12 YTD Actuals through May 2012</th>
<th>FY12 Annual Revenue Budget</th>
<th>YTD %</th>
<th>FY13 YTD Actuals through May 2013</th>
<th>FY13 Annual Revenue Budget</th>
<th>YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>$216,496,722</td>
<td>$224,603,300</td>
<td>96.4%</td>
<td>$268,055,500</td>
<td>$267,847,200</td>
<td>100.1%</td>
</tr>
<tr>
<td>Local Option Sales Tax</td>
<td>138,282,056</td>
<td>174,857,300</td>
<td>79.1%</td>
<td>149,384,911</td>
<td>195,342,400</td>
<td>76.5%</td>
</tr>
<tr>
<td>Other Taxes, License, Permits</td>
<td>4,389,682</td>
<td>4,802,300</td>
<td>91.4%</td>
<td>4,751,748</td>
<td>4,990,000</td>
<td>95.2%</td>
</tr>
<tr>
<td>State Funding</td>
<td>205,836,398</td>
<td>231,071,700</td>
<td>89.1%</td>
<td>214,528,860</td>
<td>246,379,700</td>
<td>87.1%</td>
</tr>
<tr>
<td>All Other Revenues</td>
<td>39,277,965</td>
<td>38,700,200</td>
<td>101.5%</td>
<td>5,081,023</td>
<td>5,861,000</td>
<td>86.7%</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$604,282,823</strong></td>
<td><strong>$674,034,800</strong></td>
<td><strong>89.7%</strong></td>
<td><strong>$641,802,042</strong></td>
<td><strong>$720,420,300</strong></td>
<td><strong>89.1%</strong></td>
</tr>
</tbody>
</table>

---

**Metropolitan Nashville Public Schools**

**Revenue Analysis Chart**

**05/31/2012 Actuals**

**05/31/2013 Actuals**

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**Metropolitan Nashville Public Schools**

**Revenue Analysis Chart**

**05/31/2012 YTD%**

**05/31/2013 YTD%**

---

Prepared: June 18, 2013
<table>
<thead>
<tr>
<th>Function #</th>
<th>Function Name</th>
<th>FY2013 Budget</th>
<th>FY2013 YTD Actuals @ May 31, 2013</th>
<th>% Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1100</td>
<td>OFFICE OF DIRECTOR OF SCHOOLS</td>
<td>591,600</td>
<td>577,320</td>
<td>97.6%</td>
</tr>
<tr>
<td>1110</td>
<td>BOARD OF EDUCATION</td>
<td>401,800</td>
<td>344,126</td>
<td>85.6%</td>
</tr>
<tr>
<td>1150</td>
<td>BUSINESS AND FACILITY SERVICES</td>
<td>451,700</td>
<td>377,074</td>
<td>83.5%</td>
</tr>
<tr>
<td>1190</td>
<td>ALIGNMENT NASHVILLE</td>
<td>150,000</td>
<td>112,500</td>
<td>75.0%</td>
</tr>
<tr>
<td>1200</td>
<td>HUMAN RESOURCES</td>
<td>3,483,700</td>
<td>3,182,959</td>
<td>91.4%</td>
</tr>
<tr>
<td>1205</td>
<td>EMPLOYEE RELATIONS</td>
<td>729,100</td>
<td>612,540</td>
<td>84.0%</td>
</tr>
<tr>
<td>1300</td>
<td>EMPLOYEE BENEFIT SERVICES</td>
<td>737,000</td>
<td>703,502</td>
<td>95.5%</td>
</tr>
<tr>
<td>1400</td>
<td>CHIEF OPERATING OFFICER</td>
<td>292,200</td>
<td>283,638</td>
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<tr>
<td>1500</td>
<td>PURCHASING DEPARTMENT</td>
<td>849,100</td>
<td>702,555</td>
<td>82.7%</td>
</tr>
<tr>
<td>1600</td>
<td>FISCAL SERVICES</td>
<td>1,264,400</td>
<td>1,170,166</td>
<td>93.5%</td>
</tr>
<tr>
<td>1625</td>
<td>SCHOOL AUDIT</td>
<td>624,000</td>
<td>578,097</td>
<td>92.6%</td>
</tr>
<tr>
<td>1650</td>
<td>POSTAGE</td>
<td>429,000</td>
<td>149,466</td>
<td>34.8%</td>
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<tr>
<td>1700</td>
<td>STUDENT ASSIGNMENT SERVICES</td>
<td>770,100</td>
<td>719,417</td>
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<tr>
<td>1750</td>
<td>CUSTOMER SERVICE CENTER</td>
<td>635,000</td>
<td>569,187</td>
<td>89.6%</td>
</tr>
<tr>
<td>1800</td>
<td>PUBLIC INFORMATION</td>
<td>884,600</td>
<td>777,911</td>
<td>87.9%</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL ADMINISTRATION</strong></td>
<td><strong>$ 12,293,300</strong></td>
<td><strong>$ 10,860,459</strong></td>
<td><strong>88.3%</strong></td>
</tr>
<tr>
<td>2050</td>
<td>LEADERSHIP AND LEARNING</td>
<td>3,193,200</td>
<td>2,690,703</td>
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<tr>
<td>2059</td>
<td>INSTRUCTIONAL SUPPORT</td>
<td>520,400</td>
<td>375,175</td>
<td>72.1%</td>
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<tr>
<td>2060</td>
<td>STUDENT DISCIPLINE SERVICES</td>
<td>864,700</td>
<td>732,391</td>
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<tr>
<td>2109</td>
<td>FEDERAL PROGRAMS AND GRANTS</td>
<td>344,400</td>
<td>284,308</td>
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</tr>
<tr>
<td>2110</td>
<td>SUBJECT AREA COORDINATORS</td>
<td>1,276,100</td>
<td>1,226,621</td>
<td>96.1%</td>
</tr>
<tr>
<td>2112</td>
<td>CENTRAL SCHOOL COUNSELING SERVICES</td>
<td>277,700</td>
<td>264,013</td>
<td>95.1%</td>
</tr>
<tr>
<td>2125</td>
<td>IN-SCHOOL SUSPENSION</td>
<td>1,982,400</td>
<td>1,917,106</td>
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</tr>
<tr>
<td>2126</td>
<td>HOMEBOUND PROGRAM - REGULAR EDUCATION</td>
<td>132,000</td>
<td>112,336</td>
<td>85.1%</td>
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<tr>
<td>2132</td>
<td>DRUG/ALCOHOL EDUCATION PROGRAM</td>
<td>117,200</td>
<td>109,152</td>
<td>91.3%</td>
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<tr>
<td>2136</td>
<td>GIFTED/TALENTED PROGRAM</td>
<td>2,428,300</td>
<td>2,127,586</td>
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<tr>
<td>2145</td>
<td>INTERNATIONAL BACCALAUREATE PROGRAM</td>
<td>231,000</td>
<td>242,384</td>
<td>104.9%</td>
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<tr>
<td>2160</td>
<td>PSYCHOLOGICAL SERVICES</td>
<td>4,136,600</td>
<td>4,073,996</td>
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</tr>
<tr>
<td>2170</td>
<td>RESEARCH, ASSESSMENT, AND EVALUATION</td>
<td>1,783,400</td>
<td>1,476,337</td>
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<tr>
<td>2171</td>
<td>LIBRARY INFORMATION SERVICES</td>
<td>677,100</td>
<td>485,770</td>
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<td>2174</td>
<td>DATA WAREHOUSE</td>
<td>1,774,900</td>
<td>1,652,501</td>
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</tr>
<tr>
<td>2178</td>
<td>INFORMATION TECHNOLOGY</td>
<td>11,796,400</td>
<td>10,523,450</td>
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<tr>
<td>2180</td>
<td>TEXTBOOK PROGRAM</td>
<td>5,676,300</td>
<td>7,742,090</td>
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<tr>
<td>2200</td>
<td>DISTRICT STAFF DEVELOPMENT</td>
<td>1,750,000</td>
<td>1,262,354</td>
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<tr>
<td>2203</td>
<td>STAFF DEVELOPMENT SERVICES</td>
<td>1,159,800</td>
<td>1,113,393</td>
<td>96.0%</td>
</tr>
<tr>
<td>2204</td>
<td>AVID PROGRAM</td>
<td>220,300</td>
<td>174,697</td>
<td>79.3%</td>
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<tr>
<td>2215</td>
<td>PRINCIPAL LEADERSHIP ACADEMY</td>
<td>140,000</td>
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<tr>
<td>2240</td>
<td>SUPPLEMENTARY TEACHER PAY</td>
<td>124,800</td>
<td>185,006</td>
<td>148.2%</td>
</tr>
<tr>
<td>2282</td>
<td>HANDS ON SCIENCE PROGRAM</td>
<td>566,700</td>
<td>544,522</td>
<td>96.1%</td>
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<tr>
<td>2307</td>
<td>ROTC TEACHING PROGRAM</td>
<td>583,700</td>
<td>493,430</td>
<td>84.5%</td>
</tr>
<tr>
<td>2310</td>
<td>PRINCIPALS</td>
<td>44,872,400</td>
<td>42,358,051</td>
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<tr>
<td>2311</td>
<td>SCHOOL COUNSELING SERVICES</td>
<td>18,558,700</td>
<td>17,599,060</td>
<td>94.8%</td>
</tr>
<tr>
<td>2312</td>
<td>LIBRARY SERVICES</td>
<td>12,309,000</td>
<td>12,035,732</td>
<td>97.8%</td>
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<tr>
<td>2313</td>
<td>REGULAR/CTE SUBSTITUTES</td>
<td>6,957,600</td>
<td>7,771,736</td>
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</tr>
<tr>
<td>2314</td>
<td>HEALTH SERVICES</td>
<td>4,368,300</td>
<td>3,619,252</td>
<td>82.9%</td>
</tr>
<tr>
<td>2315</td>
<td>SPECIAL EDUCATION SUBSTITUTES</td>
<td>811,400</td>
<td>1,191,024</td>
<td>146.8%</td>
</tr>
<tr>
<td>2316</td>
<td>SCHOOL FUNDING ALLOCATION</td>
<td>3,755,200</td>
<td>3,203,088</td>
<td>85.3%</td>
</tr>
<tr>
<td>2320</td>
<td>REGULAR TEACHING</td>
<td>248,566,400</td>
<td>242,887,856</td>
<td>97.7%</td>
</tr>
<tr>
<td>2321</td>
<td>PRE-K INSTRUCTION</td>
<td>5,470,800</td>
<td>5,484,497</td>
<td>100.3%</td>
</tr>
<tr>
<td>2322</td>
<td>CLASSROOM PREPARATION DAY</td>
<td>665,200</td>
<td>635,432</td>
<td>95.5%</td>
</tr>
<tr>
<td>2323</td>
<td>ENGLISH LANGUAGE LEARNER - SUPERVISION</td>
<td>1,136,100</td>
<td>917,649</td>
<td>80.8%</td>
</tr>
<tr>
<td>2324</td>
<td>ENGLISH LANGUAGE LEARNER</td>
<td>28,742,600</td>
<td>28,731,463</td>
<td>100.0%</td>
</tr>
<tr>
<td>Function #</td>
<td>Function Name</td>
<td>FY2013 Budget</td>
<td>FY2013 YTD Actuals @ May 31, 2013</td>
<td>% Spent</td>
</tr>
<tr>
<td>------------</td>
<td>---------------------------------------------------</td>
<td>---------------</td>
<td>----------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>2332</td>
<td>SMALLER LEARNING COMMUNITIES (SLC)</td>
<td>583,100</td>
<td>366,377</td>
<td>62.8%</td>
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<tr>
<td>2336</td>
<td>VANDERBILT MATH &amp; SCIENCE PROGRAM</td>
<td>384,400</td>
<td>347,115</td>
<td>90.3%</td>
</tr>
<tr>
<td>2350</td>
<td>MUSIC MAKES US</td>
<td>540,900</td>
<td>316,281</td>
<td>58.5%</td>
</tr>
<tr>
<td>2371</td>
<td>CAMPUS SUPERVISORS</td>
<td>3,660,800</td>
<td>3,482,562</td>
<td>95.1%</td>
</tr>
<tr>
<td>2386</td>
<td>FEE WAIVERS</td>
<td>300,000</td>
<td>139,815</td>
<td>46.6%</td>
</tr>
<tr>
<td>2395</td>
<td>HOMEWORK HOTLINE</td>
<td>80,000</td>
<td>80,000</td>
<td>100.0%</td>
</tr>
<tr>
<td>2505</td>
<td>CAREER &amp; TECHNICAL EDUCATION SUPERVISION</td>
<td>275,000</td>
<td>247,128</td>
<td>99.9%</td>
</tr>
<tr>
<td>2520</td>
<td>CAREER &amp; TECHNICAL EDUCATION</td>
<td>7,310,900</td>
<td>7,120,595</td>
<td>97.4%</td>
</tr>
<tr>
<td>2555</td>
<td>METROPOLITAN GOVERNMENT IT CHARGES</td>
<td>2,336,500</td>
<td>2,216,646</td>
<td>94.9%</td>
</tr>
<tr>
<td>2600</td>
<td>ALTERNATIVE LEARNING PROGRAMS</td>
<td>2,812,000</td>
<td>2,587,253</td>
<td>91.3%</td>
</tr>
<tr>
<td>2650</td>
<td>NON-TRADITIONAL SCHOOLS</td>
<td>7,300,800</td>
<td>6,667,374</td>
<td>91.3%</td>
</tr>
<tr>
<td>2700</td>
<td>OPENING NEW SCHOOLS</td>
<td>1,128,100</td>
<td>1,095,215</td>
<td>97.1%</td>
</tr>
<tr>
<td>2710</td>
<td>STUDENT ASSIGNMENT PLAN</td>
<td>5,866,400</td>
<td>5,342,118</td>
<td>91.1%</td>
</tr>
<tr>
<td>2711</td>
<td>SPECIAL EDUCATION GUIDANCE</td>
<td>219,300</td>
<td>171,915</td>
<td>78.4%</td>
</tr>
<tr>
<td>2705</td>
<td>SPECIAL EDUCATION SUPERVISION</td>
<td>1,203,400</td>
<td>1,088,973</td>
<td>90.5%</td>
</tr>
<tr>
<td>2810</td>
<td>SPECIAL EDUCATION PRINCIPALS</td>
<td>834,000</td>
<td>778,667</td>
<td>93.4%</td>
</tr>
<tr>
<td>2820</td>
<td>SPECIAL EDUCATION TEACHING</td>
<td>63,544,800</td>
<td>61,912,683</td>
<td>97.4%</td>
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<tr>
<td>2998</td>
<td>EXTENDED CONTRACT</td>
<td>755,400</td>
<td>755,636</td>
<td>100.0%</td>
</tr>
<tr>
<td>2999</td>
<td>CAREER LADDER</td>
<td>2,200,000</td>
<td>2,040,075</td>
<td>92.7%</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL LEADERSHIP AND LEARNING</strong></td>
<td><strong>$ 519,306,900</strong></td>
<td><strong>$ 503,140,590</strong></td>
<td>96.9%</td>
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<tr>
<td></td>
<td>ATTENDANCE AND SOCIAL SERVICES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3100</td>
<td>ATTENDANCE SERVICES</td>
<td>347,600</td>
<td>285,416</td>
<td>82.1%</td>
</tr>
<tr>
<td>3210</td>
<td>CLUSTER BASED STUDENT SUPPORT</td>
<td>4,881,000</td>
<td>4,347,816</td>
<td>89.1%</td>
</tr>
<tr>
<td>3250</td>
<td>FAMILY &amp; COMMUNITY SERVICES</td>
<td>1,754,400</td>
<td>1,389,825</td>
<td>79.2%</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL ATTENDANCE AND SOCIAL SERVICES</strong></td>
<td><strong>$ 6,983,000</strong></td>
<td><strong>$ 6,023,057</strong></td>
<td>86.3%</td>
</tr>
<tr>
<td></td>
<td>TRANSPORTATION</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4110</td>
<td>TRANSPORTATION SUPERVISION</td>
<td>3,047,100</td>
<td>2,831,245</td>
<td>92.9%</td>
</tr>
<tr>
<td>4120</td>
<td>STOCKROOM</td>
<td>127,800</td>
<td>119,516</td>
<td>93.5%</td>
</tr>
<tr>
<td>4130</td>
<td>OPERATION OF SCHOOL BUSES</td>
<td>14,702,900</td>
<td>13,100,901</td>
<td>89.1%</td>
</tr>
<tr>
<td>4131</td>
<td>OPERATION OF SPECIAL EDUCATION BUSES</td>
<td>7,349,900</td>
<td>7,066,043</td>
<td>96.1%</td>
</tr>
<tr>
<td>4136</td>
<td>SUPPORT BUS DRIVERS</td>
<td>586,500</td>
<td>174,151</td>
<td>29.7%</td>
</tr>
<tr>
<td>4137</td>
<td>BUS MONITORS</td>
<td>5,294,800</td>
<td>5,816,706</td>
<td>109.9%</td>
</tr>
<tr>
<td>4160</td>
<td>MAINTENANCE OF VEHICLES</td>
<td>4,209,000</td>
<td>4,421,575</td>
<td>105.1%</td>
</tr>
<tr>
<td>4319</td>
<td>MTA MAGNET CONTRACT</td>
<td>778,000</td>
<td>731,342</td>
<td>94.0%</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL TRANSPORTATION</strong></td>
<td><strong>$ 36,096,000</strong></td>
<td><strong>$ 34,261,479</strong></td>
<td>94.9%</td>
</tr>
<tr>
<td></td>
<td>OPERATION OF PLANT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5120</td>
<td>PORTABLE MOVING</td>
<td>455,000</td>
<td>114,356</td>
<td>25.1%</td>
</tr>
<tr>
<td>5212</td>
<td>CUSTODIAL SERVICES, NATURAL GAS</td>
<td>23,104,700</td>
<td>21,059,748</td>
<td>91.1%</td>
</tr>
<tr>
<td>5220</td>
<td>UTILITY SERVICES, NATURAL GAS</td>
<td>3,651,800</td>
<td>2,696,921</td>
<td>73.9%</td>
</tr>
<tr>
<td>5230</td>
<td>UTILITY SERVICES, WATER &amp; SEWER</td>
<td>3,415,800</td>
<td>2,603,167</td>
<td>76.2%</td>
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<tr>
<td>5240</td>
<td>UTILITY SERVICES, ELECTRICITY</td>
<td>22,126,200</td>
<td>19,053,638</td>
<td>86.1%</td>
</tr>
<tr>
<td>5250</td>
<td>UTILITY SERVICES, TELEPHONES</td>
<td>1,342,000</td>
<td>1,354,709</td>
<td>100.9%</td>
</tr>
<tr>
<td>5260</td>
<td>UTILITY SERVICES, WASTE DISPOSAL</td>
<td>799,100</td>
<td>770,563</td>
<td>94.6%</td>
</tr>
<tr>
<td>5280</td>
<td>RADIO TRANSMISSION</td>
<td>183,700</td>
<td>168,392</td>
<td>91.7%</td>
</tr>
<tr>
<td>5315</td>
<td>FIXED Asset Services</td>
<td>2,327,000</td>
<td>2,382,919</td>
<td>102.4%</td>
</tr>
<tr>
<td>5320</td>
<td>DELIVERY &amp; MAIL SERVICE</td>
<td>454,500</td>
<td>450,120</td>
<td>99.0%</td>
</tr>
<tr>
<td>5325</td>
<td>SAFETY AND SECURITY</td>
<td>2,377,200</td>
<td>2,024,866</td>
<td>85.2%</td>
</tr>
<tr>
<td>5326</td>
<td>ATHLETIC EVENT SECURITY</td>
<td>400,500</td>
<td>260,161</td>
<td>65.0%</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL OPERATION OF PLANT</strong></td>
<td><strong>$ 60,637,500</strong></td>
<td><strong>$ 52,939,562</strong></td>
<td>87.3%</td>
</tr>
<tr>
<td></td>
<td>MAINTENANCE OF BUILDINGS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6110</td>
<td>MAINTENANCE SUPERVISION</td>
<td>595,800</td>
<td>432,133</td>
<td>72.5%</td>
</tr>
<tr>
<td>Function #</td>
<td>Function Name</td>
<td>FY2013 Budget</td>
<td>FY2013 YTD Actuals @ May 31, 2013</td>
<td>% Spent</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------------------------</td>
<td>---------------</td>
<td>----------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>6120</td>
<td>CONSTRUCTION SUPERVISION</td>
<td>526,700</td>
<td>463,770</td>
<td>88.1%</td>
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<tr>
<td>6300</td>
<td>MAINTENANCE OF FACILITIES</td>
<td>17,276,500</td>
<td>15,980,181</td>
<td>92.5%</td>
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<tr>
<td></td>
<td><strong>TOTAL MAINTENANCE OF BUILDINGS</strong></td>
<td><strong>$ 18,399,000</strong></td>
<td><strong>$ 16,876,084</strong></td>
<td><strong>91.7%</strong></td>
</tr>
<tr>
<td>7130</td>
<td>UNEMPLOYMENT COMPENSATION</td>
<td>500,000</td>
<td>500,000</td>
<td>100.0%</td>
</tr>
<tr>
<td>7210</td>
<td>RENTAL LAND AND BUILDING</td>
<td>410,000</td>
<td>375,793</td>
<td>91.7%</td>
</tr>
<tr>
<td>7311</td>
<td>RETIRES GROUP INSURANCE-CERTIFICATED</td>
<td>19,405,700</td>
<td>16,679,674</td>
<td>86.0%</td>
</tr>
<tr>
<td>7315</td>
<td>EMPLOYEE DEATH BENEFITS</td>
<td>74,000</td>
<td>71,833</td>
<td>97.1%</td>
</tr>
<tr>
<td>7316</td>
<td>EMPLOYEE INJURIES ON THE JOB REIMBURSEMENT</td>
<td>3,182,400</td>
<td>3,182,400</td>
<td>100.0%</td>
</tr>
<tr>
<td>7318</td>
<td>RETIREMENT SICK LEAVE PAY-CERTIFICATED</td>
<td>1,020,700</td>
<td>513,138</td>
<td>50.3%</td>
</tr>
<tr>
<td>7319</td>
<td>RETIREMENT SICK LEAVE PAY-SUPPORT</td>
<td>208,100</td>
<td>105,732</td>
<td>50.8%</td>
</tr>
<tr>
<td>7320</td>
<td>BUILDINGS AND CONTENTS INSURANCE</td>
<td>834,400</td>
<td>834,400</td>
<td>100.0%</td>
</tr>
<tr>
<td>7321</td>
<td>BOILER &amp; ELEVATOR INSPECTION</td>
<td>80,000</td>
<td>79,553</td>
<td>99.4%</td>
</tr>
<tr>
<td>7325</td>
<td>INSURANCE RESERVE</td>
<td>14,700</td>
<td>11,810</td>
<td>80.3%</td>
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<tr>
<td>7340</td>
<td>LIABILITY INSURANCE</td>
<td>1,290,600</td>
<td>1,294,578</td>
<td>100.3%</td>
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<tr>
<td>7499</td>
<td>GUARANTEED PENSION PAYMENT</td>
<td>4,285,000</td>
<td>3,927,917</td>
<td>91.7%</td>
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<tr>
<td>7777</td>
<td>PROPERTY TAX REFUND</td>
<td>4,488,900</td>
<td>4,579,469</td>
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<tr>
<td>7900</td>
<td>LEGAL SERVICES</td>
<td>192,000</td>
<td>192,000</td>
<td>100.0%</td>
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<td><strong>TOTAL FIXED CHARGES</strong></td>
<td><strong>$ 35,986,500</strong></td>
<td><strong>$ 32,348,297</strong></td>
<td><strong>89.9%</strong></td>
</tr>
<tr>
<td>8119</td>
<td>DISTRICT DUES</td>
<td>72,100</td>
<td>72,191</td>
<td>100.1%</td>
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<tr>
<td>8320</td>
<td>ADULT EDUCATION PROGRAM</td>
<td>354,600</td>
<td>365,771</td>
<td>103.2%</td>
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<tr>
<td></td>
<td><strong>TOTAL ADULT AND COMMUNITY SERVICES</strong></td>
<td><strong>$ 426,700</strong></td>
<td><strong>$ 437,962</strong></td>
<td><strong>102.6%</strong></td>
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<tr>
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<td><strong>OPERATING TRANSFER TO DEBT SERVICE FUND</strong></td>
<td><strong>$ 3,500,000</strong></td>
<td><strong>$ 3,500,000</strong></td>
<td><strong>100.0%</strong></td>
</tr>
<tr>
<td></td>
<td><strong>OPERATING TRANSFER TO CHARTER SCHOOLS FUND</strong></td>
<td><strong>$ 25,191,600</strong></td>
<td><strong>$ 26,072,861</strong></td>
<td><strong>103.5%</strong></td>
</tr>
<tr>
<td></td>
<td><strong>REIMBURSABLE PROJECTS</strong></td>
<td><strong>$ 1,599,800</strong></td>
<td><strong>$ 1,385,547</strong></td>
<td><strong>86.6%</strong></td>
</tr>
<tr>
<td></td>
<td><strong>GRAND TOTAL:</strong></td>
<td><strong>$ 720,420,300</strong></td>
<td><strong>$ 687,845,897</strong></td>
<td><strong>95.5%</strong></td>
</tr>
</tbody>
</table>
District Policy states that the Executive Director of Facilities Services has the authority to approve requests for the naming of parts of buildings and programs throughout the year. Approved namings are to be given to the Board each year in July for information. The following namings have been approved since the last report to the Board:

<table>
<thead>
<tr>
<th>Location</th>
<th>Named For</th>
<th>Submitted By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Success Center</td>
<td>Thomas Hatfield, Director of Facility and Grounds Maintenance, for his help in creating the Student Success Center, for his wonderful attitude and desire to assist in any way possible, and as a Cohn High School graduate.</td>
<td>Dr. James Witty, Principal, MNPS Virtual School</td>
</tr>
<tr>
<td>MNPS Virtual School at Cohn School</td>
<td></td>
<td>Dr. Michelle Wilcox, Executive Lead Principal</td>
</tr>
<tr>
<td>Football Field and Stadium at Antioch High School</td>
<td>Warren Dunn, Coach and Teacher at Antioch High School 1962-1989. Most games and wins of any Antioch football coach</td>
<td>Dr. Adrienne Koger, Principal, Antioch High School</td>
</tr>
<tr>
<td>Dining Hall in the Gaylord Opryland Academy of Hospitality &amp; Finance at McGavock High School</td>
<td>Karleen Dean, Teacher at Davidson County and Metro Schools from 1941-1982. Ms. Dean opened the Commercial Foods Program and Coffee Shop at McGavock in 1971 and led the Program until her retirement in 1982.</td>
<td>Rita Davenport, former student of Ms. Dean. Supported by Robbin Wall, Principal, McGavock High School</td>
</tr>
</tbody>
</table>