AGENDA

METROPOLITAN BOARD OF PUBLIC EDUCATION
Metropolitan Nashville Public Schools
2601 Bransford Avenue, Nashville, TN 37204
Regular Meeting – August 26, 2008 5:00 p.m.
Ed Kindall, Vice Chair

TIME        I. CONVENE
5:00

A. Establish Quorum
B. Pledge of Allegiance
C. Recognition of Audience Guests
D. In Memoriam – Ms. Bonnie June Davis
E. Oath of Office for Newly Elected Board Members
F. Student Board Member Report

5:30 II. LINKAGE SESSION
For the purpose of governing with an emphasis on the Board’s policies called End Results for Students, the Board has scheduled a series of linkages designed to engage the community in an intentional and constructive dialog about these policies and related issues to student achievement and outcomes.

5:30 III. GOVERNANCE ISSUES
A. Actions
   1. Approve Agenda
   2. Consent
      a. Approval of Minutes – 8/12/08 Regular Meeting
      b. Recommended Award of Contract for J.E. Moss Elementary School Addition - Edwards Construction – MBOE 07-038 (Control No. A-22140)
      d. Recommended Award of Contract for Facility Design Group, Inc. – Deferred Maintenance, 2008 – MBOE 08-012 (Control No. A-22117)
      e. Recommended Award of Contract for Puckett Engineering – Electrical Engineering Services, 2008 – MBOE 08-013 (Control No. A-22113)
      f. Recommended Award of Contract for SSOE, Inc. – Mechanical, Electrical, Civil and Structural Engineering Services, 2008 – MBOE 08-014 (Control No. A-22116)
      i. Recommended Lease Agreement between the Nashville Alliance for Public Education and MNPS for Office Space for the Alliance in the Martin Professional Development Center

5:35 B. Board Development
   This section provides the Board an opportunity for in-depth discussions on focused topics that inform their work on End Results for Students policies. (4th Tuesdays only)
   • Introduction of Administration

6:00 IV. ANNOUNCEMENTS

PAGE
1
GP-8.2.a
2
GP-2.2
3
GP-8.3
4

4

6:10  V.  WRITTEN INFORMATION TO THE BOARD (not for discussion)
A.  Board Calendar Items
B.  Sales Tax Collections as of 8/20/08

6:10  VI.  ADJOURNMENT/BOARD MEMBER EVALUATION

EE-7  24

GP-2.6
IN MEMORIAM

Bonnie June Davis 9/10/43 – 8/1/08

Bonnie June Davis was born in KY and was involved in education most of her life. She and her first husband Garland Cross lived on the campus of the Tennessee School for the Blind where he was affiliated while she taught hearing impaired preschoolers at the Bill Wilkerson Center. Bonnie took a leave of absence to raise her two children, Jeff and Melody. She returned to teaching in Metro's oral hearing impaired preschool classroom in the late 1980s. After Garland died, she married Duanne Davis and continued teaching in Metro. She transferred to the itinerant hearing program in 1999 and taught until the time of her death. Ms. Davis worked diligently with her students and it was her goal that no student would be a "throw away" child. She was greatly loved by her students, co-workers and friends. Bonnie will be greatly missed.
## Metropolitan Nashville Public Schools
### Board of Education
#### Minutes
##### August 12, 2008

<table>
<thead>
<tr>
<th>TOPIC</th>
<th>DISCUSSION/MOTION</th>
<th>FOLLOW-UP/OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Roll Call</td>
<td>Members Present: Marsha Hagan Warden, Chair; Ed Kindall, Vice-Chair; Dr. Jo Ann Brannon; David A. Fox; Steve Glover; Karen Y. Johnson; Mark North; Gracie Porter; George H. Thompson, III Members Absent: Sierra Scivally and Brittany McShand, Student Board Members</td>
<td>Ms. Warden called the meeting to order at 5:01 p.m.</td>
</tr>
<tr>
<td>• Pledge of Allegiance</td>
<td>Led by Alan Coverstone, District 9 Board member-elect.</td>
<td></td>
</tr>
</tbody>
</table>

### PUBLIC PARTICIPATION

- **Harry Sherrell – Neely’s Bend Elementary**
  Mr. Sherrell addressed the Board concerning an incident involving his daughter’s teacher at Neely’s Bend Elementary School.

- **Betty Nixon – Rezoning Plan**
  Ms. Nixon asked the Board to reconsider the 2009-10 Student Assignment Plan to ensure it embraces the future of Metropolitan Nashville Public Schools boldly and without fear.

- **Rev. Inman Otey – Rezoning Plan**
  Rev. Otey asked the Board to reconsider the 2009-2010 Student Assignment Plan and to conduct research to ensure it will not re-segregate MNPS.

- **Won S. Choi – Rezoning Plan**
  Mr. Choi, Executive Director for Tying Nashville Together, asked the Board to reconsider the 2009-10 Student Assignment Plan. Tying Nashville Together has conducted research on the rezoning of Metro Schools and discovered many factors they would like the Board to consider.

- **Rev. Bill Barnes – Rezoning Plan**
  Rev. Barnes asked the Board to reconsider the zoning plan to ensure MNPS passes a plan that will unify the district and the community to create one city and one people.

### AWARDS AND RECOGNITIONS

- **Recognition of Outgoing Board Members**
  Mr. Henson presented outgoing Board members Ms. Warden and Mr. Thompson with MNPS watches in honor of their dedicated service to MNPS.

### GOVERNANCE ISSUES

- **ACTIONS**
  - Consent Agenda

Metropolitan Nashville Public Schools
Board of Education
Minutes
August 12, 2008

<table>
<thead>
<tr>
<th>TOPIC</th>
<th>DISCUSSION/MOTION</th>
<th>FOLLOW-UP/OUTCOME</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Student Code of Conduct</td>
<td>Mr. Ralph Thompson reviewed the changes to the 2008-2009 Student Code of Conduct with the Board. The following changes were presented: (1.) Pg. 10: Searches and Seizures: 2nd bulleted item at bottom of page no longer applies per TCA 49-6-4204 (2.) Pg. 11: Searches and Seizures (continued): 2nd bulleted item at top of page will remain and cover for aforementioned item on page 10 that no longer applies (3.) Pg. 11: Searches and Seizures (continued): 2nd bulleted item under Paragraph 1 — beginning with “The following procedures” will no longer apply (4.) Pg. 12: Suspensions: 4th paragraph — beginning with: “When a principal seeks suspension of a greater….the last statement that reads “within five (5) days of the alleged misconduct”, is now changed to: “within twenty-four (24) hours of the alleged misconduct” per TCA 49-6-3401. Mr. Thompson stated the changes would be provided to each school and placed as an insert within each 2008-2009 Student Code of Conduct book before given to the students. Mr. Glover moved to adopt the revisions. Ms. Johnson seconded.</td>
<td>VOTE: For–8-0 Unanimous (Mr. Thompson out of room)</td>
</tr>
</tbody>
</table>

REPORTS

August 12, 2008
<table>
<thead>
<tr>
<th><strong>TOPIC</strong></th>
<th><strong>DISCUSSION/MOTION</strong></th>
<th><strong>FOLLOW-UP/OUTCOME</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Director's Report - Opening of Schools Report</td>
<td>Mr. Briggs presented the Board with a summary of the first day of school for high schools. He stated that he was very pleased with the response of MNPS staff and parents, who were very helpful during the first day of school. Mr. Briggs said after the orientation issue at McGavock, a follow-up parent meeting was held at McGavock to address safety and security issues at the school. Currently, the Administration is rotating visits to schools 2-3 days a week. The goal is to be more involved in the schools and to create better relationships with the schools’ staff, students, and parents.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ms. Warden applauded the high schools for a successful first day. Ms. Porter stated she visited the 9th grade Academy at Dalewood for Maplewood High School. Students were in class on time and looked awesome in their Standard School Attire. Ms. Johnson thanked the Administration for the structural changes completed at Antioch High School. The changes contributed to a successful first day and brought organization and order to the front area of the school. Mr. Glover thanked the parents and students for their help in having a successful first day.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ms. Tinnon presented the Board with a summary of the first day of school for middle schools. On the first day of school, every middle and special education school was visited by Central Office personnel. Feedback from those visits revealed that all registered students had schedules, locker assignments, students were dressed in Standard School Attire, and parents participated in helping with the First Day of School.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dr. Patterson presented the Board with a summary of the first day of school for elementary schools. At 100% of MNPS elementary schools, some type of welcome back activity was held, whether an orientation or a picnic, to ensure students felt welcome. Parents were heavily involved on the first day, and students looked great in their Standard School Attire. There was a feeling of happiness and excitement in each of the elementary schools. All MNPS K-12 schools experienced similar issues such as late buses (due to traffic), student transfers, and textbook shortages at some schools, but all problems were addressed quickly and are typical first day issues.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dr. Keel reported on the status of hiring on the first day of school. There were 500 teachers hired between May 1st and August 12th. Currently, there are 21 teacher vacancies, and only three of those positions are in Math. This is a tremendous achievement for MNPS, and this improvement is attributed to</td>
<td></td>
</tr>
<tr>
<td>TOPIC</td>
<td>DISCUSSION/MOTION</td>
<td>FOLLOW-UP/OUTCOME</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Director’s Report – Opening of Schools Report – continued</td>
<td>the Differentiated Pay Plan for teachers. There will be about 37 teachers eligible for the Differentiated Pay Plan. There are a number of vacancies for Educational Assistants due to the highly qualified requirement. There are currently 105 new hires for bus monitors and 19 additional buses that are currently covered by Educational Assistants who are choosing to work overtime. Ms. Warden asked what is the percentage of brand new first year teachers compared to new to MNPS but with prior experience teachers who are hired? Dr. Keel stated in the past, the percentage of first year teachers has been around 30-40% of the total number of teachers hired. It is important to realize that many of our teachers are individuals who are second-career teachers. Those teachers bring the experience and wisdom that age brings into the classroom.</td>
<td></td>
</tr>
<tr>
<td>Tom Joyner Foundation - Back to School Drive</td>
<td>Mr. Kindall thanked MNPS, the Mayor’s Office, Chamber of Commerce and IMF for their support of MNPS students. He stated the Tom Joyner Foundation held a Back-to-School drive at Hickory Hollow Mall. There were gift cards and grocery give-a-ways. Many backpacks and school supplies were given out to students and around 2,500 people attended. Dr. Ray stated that the new MNPS Parent Liaisons were present to help assist with the Back-to-School drive.</td>
<td></td>
</tr>
<tr>
<td>Director’s Report – Ombudsman Program Update</td>
<td>Mr. Ralph Thompson reviewed the changes to the Ombudsman contract with the Board. The changes are as follows under section 2.7 Insurance: the addition of the following sentence: “Throughout the term of this contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.” The program will be available at 8 locations and has changed from a 4-hour day to a 6.5-hour day. Mr. Thompson stated the changes to the contract were all budget neutral with no adjustments to the number of slots available in the program.</td>
<td></td>
</tr>
<tr>
<td>Director’s Report – Pre-K Update</td>
<td>Dr. Ray addressed issues concerning Pre-K registration. In March of 2007, MNPS received a state visit for compliance that occurs every March. As a result of the visit, MNPS was asked to put in place a screening tool to assist with the placement and acceptance of Pre-K students into Title I classes. MNPS has 101 Pre-K classrooms and 23 of those are funded with Title I dollars. The district adopted the Brigance screening test to test students and then place students in one of the Title I classes in order of their scoring from lowest to highest. The testing occurred from April 21-25 of this year, and students were continued to be assessed outside of that window, which creates</td>
<td></td>
</tr>
<tr>
<td>TOPIC</td>
<td>DISCUSSION/MOTION</td>
<td>FOLLOW-UP/OUTCOME</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>• Director’s Report – Pre-K Update - continued</td>
<td>parallel data bases of dates and scores. The process was not clearly communicated to parents and community, and there was a misunderstanding of the use of the Brigance test and which schools were required to have students tested. A student who registers for Pre-K does not have a confirmed seat until their Acceptance Letter is returned to the Central Office. This miscommunication resulted in two federally funded Pre-K schools and 26 children being placed incorrectly on the Brigance scores list. To solve the problem, MNPS has contacted principals to identify a school for those children to attend Pre-K and have apology letters mailed home. A full-time Pre-K Coordinator has been hired, and staff is working with the Alignment Nashville Pre-K committee to identify slots around the city to service the children. A clear set of procedures will be developed and communicated to schools and the community for the Pre-K registration process.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ms. Warden said although MNPS has the largest Pre-K program in Tennessee, the need for more Pre-K programs in TN is far larger than what MNPS currently provides. Dr. Ray stated there are 1,818 Pre-K seats filled in MNPS and 1,390 students on the waiting list. Ms. Warden stated Pre-K is generally not funded through the BEP Funding. Dr. Ray said Pre-K programs are funded by Title I, lottery and state funds. Mr. Henson stated the state lottery funded Pre-K’s are handled as if they are running through the Basic Education Program formula which means there is a required local match. Davidson County has the highest local dollar match in the state, which equals around a 50/50 split.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ms. Porter stated that she is excited about the Brigance testing for Pre-K’s and believes these steps will lead the district to the ultimate enhancement of the graduation rate. Dr. Ray stated MNPS did not receive any additional funds for Pre-K for the 2008-2009 school year.</td>
<td></td>
</tr>
<tr>
<td>• Board Chairman’s Report</td>
<td>Ms. Warden stated the Best Practice in Urban Education symposium will be held August 22 at the Martin Professional Development Center. Many superintendents from the around the state and country will be in attendance. The event will be held from 8:00 a.m. – 5:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>o Symposium Committee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Mayor’s Task Force on Special Education</td>
<td>Ms. Warden announced the Mayor’s Task Force on Special Education will be held August 13, 2008 at the Mayor’s Office in the Media Room at 3:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>TOPIC</td>
<td>DISCUSSION/MOTION</td>
<td>FOLLOW-UP/OUTCOME</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Fed Up Rally and Southeast Health Event</td>
<td>Ms. Johnson thanked Mr. George Thompson for his support at the Fed Up Rally in Antioch. She also thanked MNPS volunteers for their help and assistance at the Mayor’s First Day Festival and at the first Southeast Health Event. Over 500 people attended the health fair, and numerous services were offered to attendees.</td>
<td></td>
</tr>
<tr>
<td>Thanks and Appreciation to Ms. Warden and Mr. Thompson</td>
<td>Mr. Fox and Mr. Glover each thanked and commended Ms. Warden and Mr. Thompson for their years of service and dedication to the Metropolitan Nashville Public Board of Education.</td>
<td></td>
</tr>
</tbody>
</table>

**WRITTEN INFORMATION TO THE BOARD**

- Board Calendar Items
- Sales Tax Collections as of 7/20/08
- Quarterly District Standard Operating Procedure Revisions

**ADJOURNMENT**

- Adjournment
- Signatures

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Fox made the motion to adjourn at 6:26 p.m.</td>
<td></td>
</tr>
</tbody>
</table>

---

Chris M. Henson  
Board Secretary

Ed Kindall  
Board Vice Chair
III. GOVERNANCE ISSUES

A. ACTION

2. CONSENT

b. RECOMMENDED AWARD OF CONTRACT FOR J.E. MOSS ELEMENTARY SCHOOL ADDITION - EDWARDS CONSTRUCTION - MBOE 07-038 (CONTROL NO. A-22140)

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid + Alternates 1 &amp; 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edwards Construction</td>
<td>859,287.00</td>
</tr>
<tr>
<td>Clanton Construction</td>
<td>937,218.00</td>
</tr>
<tr>
<td>Shankle-Lind, LLC</td>
<td>938,600.00</td>
</tr>
<tr>
<td>Bruce Adams Construction</td>
<td>1,006,283.00</td>
</tr>
<tr>
<td>Bomar Construction</td>
<td>1,126,000.00</td>
</tr>
</tbody>
</table>

It is recommended that this contract be awarded to Edwards Construction on the basis of their low bid for the total sum of $859,287.00.

Projects recently successfully completed:

- Antioch Community Center
- Hermitage Community Center
- Page High School (Williamson Co.) Renovations & Addition

Legality approved by Metro Department of Law – Control No. A- A-22140

FUNDING: 25-12-9230-572

August 26, 2008

c. RECOMMENDED AWARD OF CONTRACT FOR LARRY WOODS & ASSOCIATES – DEFERRED MAINTENANCE, 2008 - MBOE 08-011 (CONTROL NO. A-22115)

We are requesting a five-year contract be awarded to Larry Woods & Associates for Deferred Maintenance, 2008. This contract is not to exceed the 5-year limit.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law – Control No. A-22115

FUNDING: Various funds will be used depending on the project assigned

August 26, 2008
III. GOVERNANCE ISSUES

A. ACTION

2. CONSENT

d. RECOMMENDED AWARD OF CONTRACT FOR FACILITY DESIGN GROUP, INC. – DEFERRED MAINTENANCE, 2008 - MBOE 08-012 (CONTROL NO. A-22117)

We are requesting a five-year contract be awarded to Facility Design Group, Inc. for Deferred Maintenance, 2008. This contract is not to exceed the 5-year limit.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law – Control No. A-22117

FUNDING: Various funds will be used depending on the project assigned

August 26, 2008

e. RECOMMENDED AWARD OF CONTRACT FOR PUCKETT ENGINEERING – ELECTRICAL ENGINEERING SERVICES, 2008 - MBOE 08-01 (CONTROL NO. A-22113)

We are requesting a five-year contract be awarded to Puckett Engineering for Electrical Engineering Services, 2008. This contract is not to exceed the 5-year limit.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law – Control No. A-22113

FUNDING: Various funds will be used depending on the project assigned

August 26, 2008

f. RECOMMENDED AWARD OF CONTRACT FOR SSOE, INC. – MECHANICAL, ELECTRICAL, CIVIL AND STRUCTURAL ENGINEERING SERVICES, 2008 - MBOE 08-014 (CONTROL NO. A-22116)

We are requesting a five-year contract be awarded to SSOE for Mechanical, Electrical, Civil and Structural Engineering Services, 2008. This contract is not to exceed the 5-year limit.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law – Control No. A-22116

FUNDING: Various funds will be used depending on the project assigned

August 26, 2008
III. GOVERNANCE ISSUES

A. ACTION

2. CONSENT

  g. RECOMMENDED AWARD OF CONTRACT FOR ROSS BRYAN ASSOCIATES, INC. – STRUCTURAL ENGINEERING SERVICES, 2008 - MBOE 08-015 (CONTROL NO. A-22118)

We are requesting a five-year contract be awarded to Ross Bryan Associates, Inc for Structural Engineering Services, 2008. This contract is not to exceed the 5-year limit.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law – Control No. A-22118

FUNDING: Various funds will be used depending on the project assigned

August 26, 2008

  h. RECOMMENDED AWARD OF CONTRACT FOR LOSE & ASSOCIATES, INC. – LANDSCAPING ARCHITECTURAL SERVICES, 2008 - MBOE 08-016 (CONTROL NO. A-22114)

We are requesting a five-year contract be awarded to Lose & Associates, Inc for Landscaping Architectural Services, 2008. This contract is not to exceed the 5-year limit.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law – Control No. A-22114

FUNDING: Various funds will be used depending on the project assigned

August 26, 2008

  i. RECOMMENDED LEASE AGREEMENT BETWEEN ALLIANCE FOR PUBLIC EDUCATION AND MNPS FOR OFFICE SPACE FOR THE ALLIANCE IN THE MARTIN PROFESSIONAL DEVELOPMENT CENTER

It is recommended that the attached lease be approved. The “rent” is established to cover costs of security, grounds care, maintenance, utilities, refuse collection, and use of building network and communications as described in section 5 of the agreement.
LEASE AGREEMENT
BY AND BETWEEN
THE METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION
OF THE
GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
THE NASHVILLE ALLIANCE FOR PUBLIC EDUCATION

This LEASE AGREEMENT ("hereinafter Lease"), made and entered into the______
by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY by and through the METROPOLITAN NASHVILLE BOARD OF
PUBLIC EDUCATION (hereinafter “Lessor”), and THE NASHVILLE ALLIANCE FOR
PUBLIC EDUCATION (The “Alliance”) (hereinafter “Lessee”).

Witnesseth:

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

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

WHEREAS, Lessee desires to lease from Lessor a portion of the real property commonly
known as The Martin Professional Development Center as depicted on the attached floorplan,
together with all improvements, fixtures and appurtenant rights thereto (hereinafter “Premises”)
located at 2400 Fairfax Avenue, Nashville, Tennessee 37212, for general office use (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:

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

SECTION 1. LEASE DOCUMENTS.

This Lease is composed of the following documents:
(a) This Lease, including annexes hereto, the originals of which shall be filed with the Metropolitan Clerk; and

(b) Any duly authorized amendment signed by the parties hereto and filed with the Metropolitan Clerk.

SECTION 2. CONFLICT OF DOCUMENTS.

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

(a) any properly executed amendment to this Lease (most recent with first priority)

(b) this Lease

SECTION 3. TERM AND EXTENSION.

This Lease shall commence on August 1, 2008 (the “Commencement Date”) and end on August 1, 2013. The provisions of Section 5 shall govern the refund of any unused portion of the Lease. This Lease shall not take effect until approved by the Metropolitan Nashville Board of Public Education and filed in the office of the Metropolitan Clerk.

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. The Nashville Alliance for Public Education is a non-profit corporation fully qualified as a charitable organization pursuant to Section 501 (c)(3) of the Internal Revenue Code. The purpose of the Alliance is to obtain private donations in cash and in kind for the benefit of public education in Nashville, Davidson County, Tennessee. Therefore, in consideration of those benefits Lessee agrees to pay Lessor as annual “Rent” for the use of the Premises the amount of $2,959,40. Rent shall include the provision of security, grounds care, maintenance, water, gas, electricity, refuse collection, use of building network (LAN), computers, printers, building filtered internet, and telephone service and DSL internet service to the Premises. Rent amount is calculated by adding the average cost per square foot, for all MNPS facilities, of natural gas, water/sewer, electricity, telephone, waste disposal, custodial services, and maintenance services. Rent to be adjusted annually with recalculation of these costs. Lessee shall pay Rent and insurance costs to Lessor in equal monthly installments.

(b) Payment. Rent 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 and/or Insurance Costs 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 and Insurance Costs 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. PREMISES**

Lessee shall not permit any of its employees, agents, or officers to deface, destroy or remove any property of Lessor, whether real or personal, whether it be under the control of Lessor, or otherwise held, at or on the Premises. Any and all of Lessor’s 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 occurring while in use by Lessee, except that arising from normal wear and tear.

**SECTION 9. RIGHT-OF-ENTRY**

(a) Lessor and including without limitation, its respective authorized representatives, shall have the right to enter the Premises: (1) at any and all reasonable times to exercise any right, power or remedy reserved to Lessor in this Lease or; (2) for any other lawful reason after not less than ten (10) days’ prior notice to Lessee.

(b) The exercise of any right in Section 9 (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 10. 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 11. 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 cannot be obtained for any reason, Lessor may require Lessee to cease any and all operations until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by Lessor, Lessor may terminate this Lease for default.

SECTION 12. 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 this Lease, Permitted Use, Lessee’s failure to comply with the terms of this Lease, or Lessee’s failure to comply with applicable law.

(b) Should any action or proceeding be brought against Lessor by reason of any claim caused by any acts or omissions by Lessee, its agents, employees or invitees, 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 13. 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 14. 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 Government 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 15. 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 16. 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 30 days or Lessee has not attempted to cure within said 30 day period after the receipt of such notice, then this Lease shall terminate (‘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 16(a), or such period of time as specified by Lessor, taking into consideration the gravity and nature of the default, or if Lessee shall violate any of the terms of this Lease;

(ii) Lessee fails to abide by any applicable laws, ordinances, rules and regulations of the United States, State of Tennessee or the Metropolitan Government of Nashville and Davidson County or

(iii) Lessee abandons or discontinues conducting its operation on the Premises.

(c) Should this Lease be terminated as provided by Section 16(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.

(d) The rights and remedies of Lessor provided in Section 16 are non-exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

(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 and 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 Governmental Purpose:** (i) This Lease may be terminated should Lessor or superior governmental authority decide to use the Premises for a Superior Governmental Purpose; (ii) If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called “condemnation”), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If, as a result of a substantial part of the Premises being taken by condemnation, lessee’s access to the Premises being denied or a portion of the parking areas being taken by condemnation (either a permanent
taking or temporary taking in excess of one year), Lessee is thereby unable to operate in substantially the same manner as a previously operated. Lessee may, at Lessee’s option, to be exercised in writing only within thirty (30) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining and the rent shall be equitably adjusted, and in the event of any temporary taking of one year or less, rent shall abate proportionately for the period of such taking to the extent any portion of the Premises is untenantable as a result of such temporary taking. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor. Lessee shall be entitled to pursue a separate action for loss of or damage to Lessee’s trade fixtures and removable personal property and for relocation expenses from such condemning authority. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall, only to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation.

SECTION 17. 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, 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 18. 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:
LESSOR: METROPOLITAN NASHVILLE PUBLIC SCHOOLS
ATTN: JOE EDGENS
2601 BRANSFORD AVENUE
NASHVILLE, TN 37204
(615) 259-8516

Rents shall be paid to the same address, but shall be directed to Glenda Gregory in the Business Office.

Notices to Lessee shall be delivered as follows:

LESSEE: The Nashville Alliance for Public Education
ATTN: Attn: Pam Garrett
2400 Fairfax Avenue
Nashville, TN 37212

SECTION 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. NO ASSIGNMENT OR SUBLETTING WITHOUT CONSENT.

The provisions of this Lease shall insure 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 28. 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 29. 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 30. 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 31. WAIVER.

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

SECTION 32. ENTIRE AGREEMENT.

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

(THE SPACE INTENTIONALLY LEFT BLANK)
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.

IN WITNESS WHEREOF, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY by and through the METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION and THE NASHVILLE ALLIANCE FOR PUBLIC EDUCATION have executed their signatures the date first above written.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (LESSOR):

RECOMMENDED:
Metropolitan Board of Public Education

Chairperson

APPROVED AS TO FINANCIAL MATTERS:

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:

THE NASHVILLE ALLIANCE FOR PUBLIC EDUCATION (LESSEE)

By: ____________________________
PAM GARRETT
Executive Director

Sworn to and subscribed to before Me, a Notary Public, this ______ day of ______________, 200 __.

______________________________
Notary Public

My commission expires: ______
<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>EVENT</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 9</td>
<td>5:00 p.m.</td>
<td>Board Meeting</td>
<td>Board Room</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Board officer's elections)</td>
<td></td>
</tr>
<tr>
<td>September 10</td>
<td>4:00 – 5:30 p.m.</td>
<td>Nashville Chamber of Commerce Outstanding School Celebration</td>
<td>Martin Center</td>
</tr>
<tr>
<td>September 11</td>
<td>10:00 a.m.</td>
<td>Quarterly Meeting with the Mayor</td>
<td>Mayor's Office</td>
</tr>
<tr>
<td>September 22</td>
<td>6:00 p.m.</td>
<td>Mayor's Town Hall Meeting</td>
<td>Stratford High</td>
</tr>
<tr>
<td>September 23</td>
<td>5:00 p.m.</td>
<td>Board Meeting</td>
<td>Board Room</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(2008-09 Board Committee Assignments)</td>
<td></td>
</tr>
<tr>
<td>October 14</td>
<td>5:00 p.m.</td>
<td>Board Meeting</td>
<td>Board Room</td>
</tr>
</tbody>
</table>
# Sales Tax Collections
## As of August 20, 2008

<table>
<thead>
<tr>
<th>MONTH</th>
<th>TOTAL 2006-2007 COLLECTIONS</th>
<th>TOTAL 2007-2008 COLLECTIONS</th>
<th>$ Change For Month</th>
<th>% Change For Month</th>
<th>% Increase/Decrease Year-To-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>$15,127,968.10</td>
<td>$15,334,552.53</td>
<td>$206,584.43</td>
<td>1.35%</td>
<td>1.35%</td>
</tr>
<tr>
<td>October</td>
<td>15,068,137.01</td>
<td>15,610,367.74</td>
<td>$542,230.73</td>
<td>3.47%</td>
<td>2.42%</td>
</tr>
<tr>
<td>November</td>
<td>15,426,028.07</td>
<td>15,943,919.09</td>
<td>$517,891.02</td>
<td>3.25%</td>
<td>2.70%</td>
</tr>
<tr>
<td>December</td>
<td>15,468,324.51</td>
<td>15,709,127.10</td>
<td>$240,802.59</td>
<td>1.53%</td>
<td>2.41%</td>
</tr>
<tr>
<td>January</td>
<td>15,012,031.81</td>
<td>15,211,636.82</td>
<td>$199,605.01</td>
<td>1.31%</td>
<td>2.19%</td>
</tr>
<tr>
<td>February</td>
<td>19,942,060.80</td>
<td>20,039,693.13</td>
<td>$97,632.33</td>
<td>0.49%</td>
<td>1.84%</td>
</tr>
<tr>
<td>March</td>
<td>14,759,528.51</td>
<td>14,282,238.25</td>
<td>-$477,290.26</td>
<td>-3.34%</td>
<td>1.18%</td>
</tr>
<tr>
<td>April</td>
<td>13,835,027.85</td>
<td>13,702,798.05</td>
<td>-$132,229.80</td>
<td>-0.96%</td>
<td>0.95%</td>
</tr>
<tr>
<td>May</td>
<td>16,374,212.54</td>
<td>16,375,787.26</td>
<td>$1,574.74</td>
<td>0.01%</td>
<td>0.84%</td>
</tr>
<tr>
<td>June</td>
<td>15,190,525.35</td>
<td>15,446,047.85</td>
<td>$255,522.50</td>
<td>1.65%</td>
<td>0.92%</td>
</tr>
<tr>
<td>July</td>
<td>15,496,403.91</td>
<td>15,080,045.83</td>
<td>-$416,358.28</td>
<td>-2.76%</td>
<td>0.60%</td>
</tr>
<tr>
<td>August</td>
<td>16,592,691.61</td>
<td>16,331,901.95</td>
<td>-$260,789.66</td>
<td>-1.60%</td>
<td>0.41%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$188,292,940.07</strong></td>
<td><strong>$189,068,115.42</strong></td>
<td><strong>$775,175.35</strong></td>
<td><strong>0.41%</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>$15,334,552.53</td>
<td>$1,474,016.67</td>
<td>$13,860,535.86</td>
<td>$15,440,755.18</td>
<td>($106,202.65)</td>
</tr>
<tr>
<td>October</td>
<td>15,610,367.74</td>
<td>1,474,016.67</td>
<td>14,136,351.07</td>
<td>15,379,687.02</td>
<td>230,600.72</td>
</tr>
<tr>
<td>November</td>
<td>15,943,919.09</td>
<td>1,474,016.67</td>
<td>14,469,902.42</td>
<td>15,744,977.86</td>
<td>198,941.23</td>
</tr>
<tr>
<td>December</td>
<td>15,709,127.10</td>
<td>1,474,016.67</td>
<td>14,235,110.43</td>
<td>15,788,148.83</td>
<td>(79,021.73)</td>
</tr>
<tr>
<td>January</td>
<td>15,211,636.82</td>
<td>1,474,016.67</td>
<td>13,757,820.15</td>
<td>15,322,421.78</td>
<td>(110,784.96)</td>
</tr>
<tr>
<td>February</td>
<td>20,039,693.13</td>
<td>1,474,016.67</td>
<td>18,565,576.46</td>
<td>20,354,384.45</td>
<td>(314,691.32)</td>
</tr>
<tr>
<td>March</td>
<td>14,282,238.25</td>
<td>1,474,016.67</td>
<td>12,808,221.58</td>
<td>15,064,697.71</td>
<td>(782,459.46)</td>
</tr>
<tr>
<td>April</td>
<td>13,702,798.05</td>
<td>1,474,016.67</td>
<td>12,228,781.38</td>
<td>14,121,082.00</td>
<td>(418,283.95)</td>
</tr>
<tr>
<td>May</td>
<td>16,375,787.29</td>
<td>1,474,016.67</td>
<td>14,901,770.61</td>
<td>16,712,767.07</td>
<td>(336,979.79)</td>
</tr>
<tr>
<td>June</td>
<td>15,446,047.85</td>
<td>1,474,016.67</td>
<td>13,972,031.18</td>
<td>15,504,605.87</td>
<td>(55,558.02)</td>
</tr>
<tr>
<td>July</td>
<td>15,080,045.63</td>
<td>1,474,016.67</td>
<td>13,606,028.96</td>
<td>15,816,808.80</td>
<td>(736,763.17)</td>
</tr>
<tr>
<td>August</td>
<td>16,331,901.95</td>
<td>1,474,016.67</td>
<td>14,857,885.28</td>
<td>16,935,763.43</td>
<td>(603,861.48)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$189,068,115.42</strong></td>
<td><strong>$17,688,200.04</strong></td>
<td><strong>$171,379,915.38</strong></td>
<td><strong>$192,186,100.00</strong></td>
<td>($3,117,984.58)</td>
</tr>
</tbody>
</table>