I. CONVENE and ACTION
   A. Call to Order
   B. Pledge of Allegiance
   C. Quorum Validation
   D. Adoption of the Agenda

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

III. GOVERNANCE ISSUES - OUR ORGANIZATION
     A. Actions
        1. Consent
           b. Recommended Award of Contract for Energy Conservation Consulting Services – SitelogIQ, Inc.
           c. Recommended Award of Contract for Cooling Tower Replacement at Apollo Middle School - Williams Mechanical LLC
           d. Recommended Award of Contract for Cooling Tower Replacement at Meigs Magnet Middle School - Williams Mechanical LLC
           e. Recommended Award of Contract for Stadium and Track Improvements at Maplewood High School – Carter Group, LLC
           f. Recommended Approval of Request #1 for Large Scope Projects at Various Facilities (Administration Building Window Replacement for Purchasing and Nutrition Services Areas) – Orion Building Corporation
g. Awarding of Purchases and Contracts
1. Brookwood Farms, Inc.
2. Cargill Kitchen Solutions, Inc.
3. CDW-G
4. Chinese Food Solutions, Inc. dba Asian Food Solutions
5. Dell Marketing LP
6. Education Networks of America (ENA)
7. Goodman Food Products, Inc. dba Don Lee Farms
8. Help Desk Technology
10. Jennie-O Turkey Store Sales, LLC
11. Land O Lakes, Inc.
12. M.C.I. Foods, Inc.
14. Motorola Solutions, Inc.
15. Out of the Shell, LLC dba Yangs 5th Taste
16. Paradigm Shift, LLP
17. Pilgrim's Pride Corporation
18. Smucker FoodService, Inc.
19. Tasty Brands
20. Teachstone Training LLC
21. TEKsystems, Inc.
22. TNTP, Inc.
23. Trident Seafood Corporation
24. Tyson Foods, Inc.

h. Educators Eligible for Tenure List

2. Recommended Approval of Lease Agreement with Nashville Classical Charter School for use of The Bailey Middle School Building

3. Interim Director of Schools Contract

IV. DIRECTOR’S REPORT
   A. MAP Update

V. UNFINISHED BUSINESS – OUR ORGANIZATION
   A. 

VI. PENDING TOPICS
   A. Full Board
   B. Committee

VII. ANNOUNCEMENTS

VIII. WRITTEN INFORMATION TO THE BOARD
    A. Sales Tax Collections as of April 20, 2019
    B. Fiscal Year 2018-2019 Operating Budget Financial Reports

IX. ADJOURNMENT
METROPOLITAN BOARD OF PUBLIC EDUCATION MEETING – February 26, 2019

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

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

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

CONVENE and ACTION

A. Call to Order
   Dr. Gentry called the meeting to order.

B. Pledge of Allegiance
   Led by Ronnie?

C. Quorum Validation
   There was a quorum present at the meeting.

D. Adoption of the Agenda

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

   Motion to adopt the agenda with changes.
   Motion by Mr. Pinkston, seconded Ms. Buggs
   Final Resolution: Motion Passes
   Yes: Sharon Gentry, Will Pinkston, Christiane Buggs, Fran Bush, Gini Pupo-Walker

COMMITTEE REPORT

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

GOVERNANCE ISSUES

A. Consent

   1. Consent
      a. Recommended Approval of Request #1 for Large Scope Projects at Various Schools (Hunters Lane High School Auditorium Lighting Renovation) – Orion Building Corporation
      b. Recommended Approval of Request #2 for Large Scope Projects at Various Schools (McGavock High School Exterior Stucco Panel Work) – Orion Building Corporation
      c. Recommended Approval of Request #1 for Purchase of Flooring Products (Hillsboro High School Additions & Renovations) – Mannington Commercial
d. Recommended Approval of Request #1 for Masonry Repairs (East Nashville Magnet High School Building B) – WASCO, Inc.
e. Recommended Approval of Request #1 for Cooling Tower Replacement (Meigs Middle Magnet School) – REA, Inc.
f. Recommended Approval of Request #2 for Cooling Tower Replacement (Whites Creek High School) – REA, Inc.
g. Recommended Approval of Request #4 for Small Scope Projects at Various Schools (Antioch Middle School Football Field) – Bomar Construction Company
h. Recommended Approval of Request #1 for Chiller Replacement (Whites Creek High School) – Trane
i. Awarding of Purchases and Contracts
   1. A-Action Air, HVAC, Inc.
   2. Advanced Mechanical Contractors, Inc.
   3. American Logistics Company, LLC
   4. Barnes & Noble
   5. Bernhard MCC
   6. BryMak & Associates
   7. Daikin Applied
   8. Dell Marketing LP
   9. Demand Mechanical
   10. Liberty HVAC & Energy Services
   12. Mechanical Resource Group, LLC (2 contracts)
   14. REA Controls, Inc.
   15. Sims Strategic Diversity Consultants
   17. Specialized Education of Tennessee, Inc.
   18. The Band Hall Inc.
   19. Total Mechanical Solutions
   20. Trane
   21. TriStar Mechanical, LLC
   22. Voyager Sopris Learning, Inc.

j. Legal Settlement C-38453 ($8,000)
k. Legal Settlement C-37782 ($40,000)

Ms. Buggs read the consent.
**Motion to approve the consent agenda.**
Motion by Christiane Buggs, second by Will Pinkston
Final Resolution: Motion Passes
Yes: Will Pinkston, Christiane Buggs, Fran Bush, Sharon Gentry, Christiane Buggs
ANNOUNCEMENTS
A. Ms. Pupo-Walker announced that for Read Across America Week she would be reading at several schools.
B. Ms. Buggs announced that she would be hosting a Community Meeting at Stratford High School on February 28th.
C. Ms. Bush announced that she read at Paragon Mills Elementary School for Read Across America Week.
D. Ms. Bush recognized Ashely Wiley for being Teacher of Year at Paragon Mills Elementary School.

WRITTEN INFORMATION TO THE BOARD
A. New Hire Report
B. Sales Tax Collections as of February 20, 2019

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

__________________________________________________
Chris M. Henson             Sharon Gentry         Date
Board Secretary             Board Chair
Members present – Rachael Anne Elrod, Anna Shepherd, Christiane Buggs (Vice-chair), Fran Bush, Gini Pupo-Walker, Will Pinkston, Shawn Joseph

Members absent – Sharon Gentry (Chair), Jill Speering

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

CONVENE and ACTION

A. Call to Order
   Ms. Buggs called the meeting to order.

B. Pledge of Allegiance
   Led by Brad Rayson, SEIU.

C. Quorum Validation
   There was a quorum present at the meeting.

D. Adoption of the Agenda

   Motion to accept the agenda as printed.
   Motion by Ms. Shepherd, seconded Mr. Pinkston
   Final Resolution: Motion Passes
   Yes: Rachael Anne Elrod, Anna Shepherd, Christiane Buggs, Fran Bush, Gini Pupo-Walker, Amy Frogge, Will Pinkston

AND THE GOOD NEW IS...

A. Bellevue Middle School band performed the “The Wanderer,” by Dan Moore prior to the Board Meeting.

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

DIRECTOR'S REPORT
A. Dr. Joseph read a statement concerning his tenure with MNPS.

BOARD CHAIRMAN’S REPORT
A. Dr. Gentry gave comments concerning Dr. Joseph’s tenure with MNPS.
B. Dr. Gentry gave a brief Board Chair’s report.

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

Ms. Pupo-Walker read the consent.

Motion to approve the consent agenda.
Motion by Anna Shepherd, second by Will Pinkston
Final Resolution: Motion Passes
Yes: Rachael Anne Elrod, Anna Shepherd, Christiane Buggs, Fran Bush, Amy Frogge, Will Pinkston

ANNOUNCEMENTS

A. Ms. Pupo-Walker announced that she visited five schools for Read Me Week. She also announced that the Week of March 4 was School Social Worker Week.
B. Mr. Pinkston announced that the Board Office will be researching the Board Budget to see if there are funds available to help the Board advocate for the budget.
C. Ms. Shepherd announced that the Northeast Quadrant community meeting on the budget will be held at McGavock High School on March 18th at 6:00 p.m.
D. Ms. Shepherd announced that the The Arts are celebrated in the month of March. She congratulated all of the art departments and students within MNPS. She also thanked Music Makes Us for all of their support of MNPS.

E. Ms. Elrod announced the upcoming SouthWest Quadrant meetings at March 7th and March 21st.

F. Ms. Bush announced that the Southeast Quadrant would have a meeting on the budget on March 30th at 9:30 a.m. at Cane Ridge High School.

G. Ms. Buggs announced that she has been hosting Community Meeting within the district and asked the community to support the meetings. The next meeting will be held March 7th at Napier and also a Quadrant meeting at Carter Lawrence on March 26th.

Ms. Buggs adjourned the meeting at 6:09 p.m.
METROPOLITAN BOARD OF PUBLIC EDUCATION MEETING – March 26, 2019

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

Members absent – Will Pinkston

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

CONVENE and ACTION

A. Call to Order
   Dr. Gentry called the meeting to order.

B. Pledge of Allegiance
   Led by ? Buggs

C. Quorum Validation
   There was a quorum present at the meeting.

D. Adoption of the Agenda

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

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

   Motion to accept the agenda with the changes.
   Motion by Ms. Shepherd, seconded Ms. Buggs
   Final Resolution: Motion Passes
   Yes: Sharon Gentry, Rachael Anne Elrod, Anna Shepherd, Christiane Buggs, Fran Bush, Gini Pupo-Walker, Amy Frogge, Jill Speering

DIRECTOR’S REPORT

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

BOARD CHAIRMAN’S REPORT

A. Dr. Gentry gave comments concerning Dr. Joseph’s tenure with MNPS.
B. Dr. Gentry gave a brief Board Chair’s report.
GOVERNANCE ISSUES

A. Consent

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

Ms. Buggs read the consent.

Motion to approve the consent agenda.
Motion by Christiane Buggs, second by Anna Shepherd.
Final Resolution: Motion Passes
Yes: Rachael Anne Elrod, Jill Speering, Anna Shepherd, Christiane Buggs, Fran Bush, Amy Frogge, Sharon Gentry

Motion to approve Item A-1-(16)-Teacher for America Contract with the inclusion of the negotiated terms.
Motion by Christiane Buggs, second by Ms. Shepherd.
Motion Passes
Yes: Sharon Gentry, Rachael Anne Elrod, Jill Speering, Anna Shepherd, Christiane Buggs, Fran Bush, Amy Frogge.
ANNOUNCEMENTS

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

WRITTEN INFORMATION TO THE BOARD

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

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

__________________________________________________
Chris M. Henson  Sharon Gentry  Date
Board Secretary  Board Chair
A. **ACTIONS**

1. **CONSENT**

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

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

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

   It is recommended that this contract be approved.

   Legality approved by Metro Department of Law.

   **FUNDING:** Various funds used depending on project

   **DATE:** April 23, 2019

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

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

<table>
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<tr>
<th>Bidder:</th>
<th>Base Bid:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Williams Mechanical LLC</td>
<td>$57,500.</td>
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<tr>
<td>Demand Mechanical</td>
<td>Bid Rejected</td>
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   It is recommended that this contract be approved.

   Legality approved by Metro Department of Law.

   **FUNDING:** 45119.80406119

   **DATE:** April 23, 2019
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

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

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

<table>
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<th>Base Bid</th>
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<tbody>
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<td>Williams Mechanical LLC</td>
<td>$68,750.</td>
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<tr>
<td>Demand Mechanical</td>
<td>Bid Rejected</td>
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<tr>
<td>Anderson Piping Company, Inc.</td>
<td>$79,840.</td>
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It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45119.80406119

DATE: April 23, 2019

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

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

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carter Group, LLC</td>
<td>$922,840.</td>
</tr>
</tbody>
</table>

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45119.80412119

DATE: April 23, 2019
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

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

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

It is recommended that this request be approved.

Legality approved by Metro Department of Law.

FUNDING: 45119.80402119

DATE: April 23, 2019
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDDING OF PURCHASES AND CONTRACTS

(1) VENDOR: Brookwood Farms, Inc.

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

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

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

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-00788-00

SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

   g. AWARDING OF PURCHASES AND CONTRACTS

      (2) VENDOR: Cargill Kitchen Solutions, Inc.

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

      SOURCING METHOD: ITB 19-14

      TERM: July 1, 2019 through June 30, 2020

      FOR WHOM: MNPS students and cafeterias

      COMPENSATION: In accordance with Exhibit A – Pricing.
      Total compensation under this contract is not to exceed $121,000.

      OVERSIGHT: Nutrition Services

      EVALUATION: Quality and timeliness of receiving products ordered.

      MBPE CONTRACT NUMBER: 2-654876-01

      SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

  g. AWARDING OF PURCHASES AND CONTRACTS

(3) VENDOR: CDW-G

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

  SOURCING METHOD: Sourcewell Cooperative

  TERM: Immediate purchase

  FOR WHOM: Hillsboro High School

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

  OVERSIGHT: Technology & Information Services

  EVALUATION: Quality and timeliness of services provided.

  MBPE CONTRACT NUMBER: Sourcewell # 100614-CDW

  SOURCE OF FUNDS: Capital Funds
GOVERNANCE ISSUES

A. ACTIONS
   
   1. CONSENT
   
   g. AWARDING OF PURCHASES AND CONTRACTS
   
   (4) VENDOR: Chinese Food Solutions, Inc. dba Asian Food Solutions
   
   SERVICE/GOODS (SOW): Processing of U. S. Department of Agriculture (U.S.D.A.)
   donated raw commodities into a final end product for use in the food service programs
   of Metropolitan Nashville Public Schools (MNPS).
   
   SOURCING METHOD: ITB 19-14
   
   TERM: July 1, 2019 through June 30, 2020
   
   FOR WHOM: MNPS students and cafeterias
   
   COMPENSATION: In accordance with Exhibit A – Pricing.
   
   Total compensation under this contract is not to exceed $330,000.
   
   OVERSIGHT: Nutrition Services
   
   EVALUATION: Quality and timeliness of receiving products ordered.
   
   MBPE CONTRACT NUMBER: 2-00787-00
   
   SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

  g. AWARDING OF PURCHASES AND CONTRACTS

  (S) VENDOR: Dell Marketing LP

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

  SOURCING METHOD: Metro Government Contract

  TERM: Immediate Purchase

  FOR WHOM: Students at Glencliff High School

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

  OVERSIGHT: Technology & Information Services

  EVALUATION: Quality of products and timeliness delivery.

  MBPE CONTRACT NUMBER: Metro Government Contract #355070

  SOURCE OF FUNDS: Federal Funds- Perkins/CTE
GOVERNANCE ISSUES
A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

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

SERVICE/GOODS (SOW): The provision of additional line items to the contract: Installation and configuration fee, ENA SmartVoice Essential, ENA SmartVoice Enhanced, ENA SmartVoice Executive, ENA SmartVoice Mobile, and ENA SmartVoice PlusMobile products. It also adds add-on services for SmartFax to email, voicemail transcription, and hosted call recording. These are new products and services that are now available. The contract value, however, will not increase.

SOURCING METHOD: Amendment to Board Approved Contract

TERM: April 24, 2019 through June 30, 2021

FOR WHOM: Technology & Information Services

COMPENSATION: New items added, but no additional increase in contract value. Total compensation under this contract is not to exceed $30,850,000.

OVERSIGHT: Technology & Information Services
EVALUATION: Quality of services provided and customer support response time.

MBPE CONTRACT NUMBER: 2-225071-08

SOURCE OF FUNDS: Operating Budget
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

   g. AWARDING OF PURCHASES AND CONTRACTS

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

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

   SOURCING METHOD: ITB 19-14

   TERM: July 1, 2019 through June 30, 2020

   FOR WHOM: MNPS students and cafeterias

   COMPENSATION: In accordance with Exhibit A – Pricing.

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

   OVERSIGHT: Nutrition Services

   EVALUATION: Quality and timeliness of receiving products ordered.

   MBPE CONTRACT NUMBER: 2-188021-02

   SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT
g. AWARDING OF PURCHASES AND CONTRACTS

(8) VENDOR: Help Desk Technology

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

SOURCING METHOD: Amendment to Board Approved Contract

TERM: April 24, 2019 through February 28, 2022

FOR WHOM: Technology & Information Services

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

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

OVERSIGHT: Technology & Information Services

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

MBPE CONTRACT NUMBER: 2-451752-01A1

SOURCE OF FUNDS: Operating Budget
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(9) VENDOR: Houghton Mifflin Harcourt Publishing Company

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

SOURCING METHOD: RFP 19-4

TERM: April 24, 2019 through April 23, 2024

FOR WHOM: All MNPS Schools

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

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

OVERSIGHT: Exceptional Education and Curriculum & Instruction

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

MBPE CONTRACT NUMBER: 2-227430-05

SOURCE OF FUNDS: Various
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

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

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

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

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

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-654870-02

SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

  g. AWARDING OF PURCHASES AND CONTRACTS

    (11) VENDOR: Land O Lakes, Inc.

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

    SOURCING METHOD: ITB 19-14

    TERM: July 1, 2019 through June 30, 2020

    FOR WHOM: MNPS students and cafeterias

    COMPENSATION: In accordance with Exhibit A – Pricing.

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

    OVERSIGHT: Nutrition Services

    EVALUATION: Quality and timeliness of receiving products ordered.

    MBPE CONTRACT NUMBER: 2-646640-03

    SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

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

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

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

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

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-293261-01

SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

   g. AWARDING OF PURCHASES AND CONTRACTS

   (13) VENDOR: Michael Foods, Inc.

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

   SOURCING METHOD: ITB 19-14

   TERM: July 1, 2019 through June 30, 2020

   FOR WHOM: MNPS students and cafeterias

   COMPENSATION: In accordance with Exhibit A – Pricing.

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

   OVERSIGHT: Nutrition Services

   EVALUATION: Quality and timeliness of receiving products ordered.

   MBPE CONTRACT NUMBER: 2-656212-02

   SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(14) VENDOR: Motorola Solutions, Inc.

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

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

TERM Immediate purchase

FOR WHOM: Transportation and Security

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

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: State of Tennessee contract SWC 418

SOURCE OF FUNDS: Capital Funds
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

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

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

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

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

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-301451-01

SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

   g. AWARDING OF PURCHASES AND CONTRACTS

   (16) VENDOR: Paradigm Shift, LLP

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

   SOURCING METHOD: Noncompetitive proposal authorized by Federal awarding agency

   TERM: April 24, 2019 through September 30, 2020

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

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

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

   OVERSIGHT: Federal Programs

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

   MBPE CONTRACT NUMBER: 2-385313-00

   SOURCE OF FUNDS: Federal GEAR UP MNPS Partnership Grant
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

   g. AWARDING OF PURCHASES AND CONTRACTS

(17) VENDOR: Pilgrim’s Pride Corporation

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

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

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

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-471806-03

SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

   g. AWARDING OF PURCHASES AND CONTRACTS

   (18) VENDOR: Smucker FoodService, Inc.

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

   SOURCING METHOD: ITB 19-14

   TERM: July 1, 2019 through June 30, 2020

   FOR WHOM: MNPS students and cafeterias

   COMPENSATION: In accordance with Exhibit A – Pricing.

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

   OVERSIGHT: Nutrition Services

   EVALUATION: Quality and timeliness of receiving products ordered.

   MBPE CONTRACT NUMBER: 2-313107-01

   SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

VENDOR: Tasty Brands

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

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

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

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-00789-00

SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

   g. AWARDING OF PURCHASES AND CONTRACTS

   (20) VENDOR: Teachstone Training, LLC

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

   SOURCING METHOD: Amendment to Board Approved Contract

   TERM: April 24, 2019 through July 31, 2022

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

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

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

   OVERSIGHT: Federal Programs

   EVALUATION: Quality of products and services.

   MBPE CONTRACT NUMBER: 2-866218-03A4

   SOURCE OF FUNDS: Federal – Pre-K Expansion Grant
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(21) VENDOR: TEKsystems, Inc.

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

SOURCING METHOD: Metro Government Contract 349548

TERM: April 26, 2019 through June 30, 2019

FOR WHOM: Technology & Information Services

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

OVERSIGHT: Technology & Information Services

EVALUATION: Quality and timeliness of the services provided.

MBPE CONTRACT NUMBER: Metro Government Contract #349548

SOURCE OF FUNDS: Operating Budget
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(22) VENDOR: TNTP, Inc.

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

SOURCING METHOD: RFP 19-43

TERM: April 24, 2019 through September 30, 2020

FOR WHOM: Schools of Innovation

COMPENSATION: Contractor shall be paid in accordance with Attachment C – Pricing. Total compensation under this contract is not to exceed $480,000.

OVERSIGHT: Federal Programs and Schools of Innovation

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

MBPE CONTRACT NUMBER: 2-650991-05

SOURCE OF FUNDS: Federal – State Priority Schools Grant
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

VENDOR: Trident Seafood Corporation

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

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

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

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-00791-00

SOURCE OF FUNDS: Nutrition Services Fund
GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

g. AWARDING OF PURCHASES AND CONTRACTS

(24) VENDOR: Tyson Foods, Inc.

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

SOURCING METHOD: ITB 19-14

TERM: July 1, 2019 through June 30, 2020

FOR WHOM: MNPS students and cafeterias

COMPENSATION: In accordance with Exhibit A – Pricing.

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

OVERSIGHT: Nutrition Services

EVALUATION: Quality and timeliness of receiving products ordered.

MBPE CONTRACT NUMBER: 2-459138-03

SOURCE OF FUNDS: Nutrition Services Fund
Educators Eligible for Tenure Pending Board of Education Approval
April 23, 2019

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

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

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

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

It is recommended that this lease be approved.

Legality approved by Metro Department of Law.

FUNDING: n/a

DATE: April 23, 2019
LEASE AGREEMENT

BY AND BETWEEN

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION

AND

Nashville Classical Inc.

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

Witnesseth:

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

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

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

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

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

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

SECTION 1. LEASE DOCUMENTS.

This Lease is composed of the following documents:

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

(b) Any duly authorized amendment signed by the parties hereto and filed with the Metropolitan Clerk.
SECTION 2. CONFLICT OF DOCUMENTS.

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

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

(b) This Lease.

SECTION 3. TERM AND EXTENSION.

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

SECTION 4. RIGHTS AND RESPONSIBILITIES.

(a) Lessor’s Rights and Responsibilities. Lessor agrees to allow Lessee to use and occupy the Premises for the Permitted Use.

(b) Lessee’s Rights and Responsibilities. Lessee agrees to occupy and use the Premises as specified above and to pay rent as specified in Section 5.

SECTION 5. RENT.

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

Subsequent Rent for years 2 thru 4 shall be calculated as follows:
2020-2021 $7.72/SF/Year or $410,889.28 per year or $34,240.77 per month.
2021-2022 $8.75/SF/Year or $465,710.00 per year or $38,809.17 per month.
2022-2023 $9.00/SF/Year or $479,016.00 per year or $39,918.00 per month (with a pro rata portion of the monthly amount for the final 20 days of the Initial Term).
Tenant improvements shall be at the cost of the Lessee, unless otherwise agreed to and incorporated in writing as part of the Lease, and approved in advance by the Lessor, such approval not to be unreasonably withheld, conditioned or delayed. Lessor shall have no obligation whatsoever to reimburse Lessee for any tenant improvement expenditures in the event that the Term expires or is totally or partially terminated.

(b) **Payment.** Rent must be paid by the first day of each month, to the address specified in Section 19.

(c) **Refund.** If Lessee occupies the Premises for less than the full Term of the Lease, any Rent paid for the Premises in advance shall be refunded on a pro rata basis less any costs actually incurred by MNPS related to the Lease.

(d) **Renewal:** The Lease shall run with the dates for the Lessee’s charter. In no case shall the Lease extend past the date of the Lessee’s charter. At the end of the Initial Term, the Lessee shall have the option to extend the Initial Term for one renewal period of up to ten (10) years, to run concurrently with the charter extension of the Lessee, with the rent and other terms for such renewal period to be mutually agreed upon by the parties. Lessee shall exercise such option to extend the Initial Term by giving the Lessor not less than one hundred twenty (120) days written notice prior to the expiration of the Initial Term. The Initial Term together with any renewal period shall be referred to herein as the “Term.”

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

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

**SECTION 7. CONSIDERATION.**

Lessee, in consideration of this Lease, agrees:

(a) To timely pay Rent when due hereunder; and,

(b) To use and occupy the Premises for the Permitted Use only, and for no other object or purpose without the prior written consent of Lessor, and to not use the Premises for any illegal or harmful purpose.

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

(a) **Lessor’s Obligations.** Lessor’s obligations include the replacement of major building system components and their capital repairs. “Major building systems” include, but are not limited to: the Building’s roof, from roof deck upward; the foundation system below grade; structural members of exterior walls exclusive of finish material and the roof structure; HVAC system components including but not limited to chillers, condensing units, air cooled condensing towers, pumps and other components required to facilitate the operations of the HVAC system; the
plumbing system including but not limited to the boiler, back flow preventers and pressure reducing valves; and exterior glazing system. The Lessor shall employ its Preventative Maintenance Manager to inspect such components, and Lessee shall allow access to the Preventive Maintenance Manager or his/her designee to inspect such components from time to time to assist in proper evaluation and repair of components to assure their longevity is realized. Cost for replacement of major systems as described above shall be shared between the Lessee and the Lessor, and both parties shall cooperate in good faith regarding the timing and logistics of such repairs. Lessee’s portion of such cost (“Lessee’s Repair Cost”) shall equal the repair cost per SF multiplied by $3,224 multiplied by 40% multiplied by a fraction representing the remaining portion of the Term. Lessor’s portion of the cost shall equal the total repair cost less Lessee’s Repair Cost. Lessor shall not be responsible for (1) any such replacement or major repairs until Lessee notifies Lessor of the need therefore in writing within 2 days of Lessee’s reasonable determination of the need for such repair; or (2) damage or need for repair caused by any acts or omissions by Lessee, its agents, employees or invitees. The Building’s structure does not include Lessee improvements or attached fixtures including but not limited to light fixtures, water fountains and fixed shelving, all of which shall be maintained by Lessee. Lessor’s obligation for any defects, repairs, replacement or maintenance for which Lessee is specifically responsible under this Lease shall be limited to the cost of performing the work (including the costs of materials).

(b) Custodial Services: Custodial services shall be provided by the vendor of MNPS, currently ABM.

(c) Refuse Collection: Refuse collection shall be provided by the vendor of MNPS, currently Republic.

(d) Utilities. Utility costs are the responsibility of Lessor and are covered in the basic Rent per square foot.

(e) Maintenance Obligations. Lessee’s obligations include routine maintenance of the Premises, including its facilities, HVAC, plumbing, electrical systems, and structure. Lessee agrees to not cause damage to the Premises. Lessee further agrees that on the date this Lease terminates, for any reason whatsoever, the Premises will be left in a clean and sanitary condition, which is in the same condition as Lessee received the Premises on the Commencement Date, excepting ordinary wear and tear. Lessor shall provide and pay for custodial services and supplies to clean and keep sanitary the Premises for the Term of this Lease. Lessee shall obtain and pay for its own telephone service, computer cabling, and equipment. Lessor hereby agrees to leave all existing low voltage wiring located in the Building for Lessee’s use where possible. Any low voltage cabling maintenance changes or improvements must follow the MNPS low voltage standard (most current version). This document is available on the MNPS website under the IT department. Lessor shall obtain and pay for refuse collection as part of the Lease as well as grounds maintenance.

(f) Americans with Disabilities Act (“ADA”), Building, Fire, and Zoning Codes and Regulations. The Premises shall be delivered to the Lessee in its “AS IS” condition, no warranties or representations having been made by Lessor (except as otherwise expressly set forth herein). Lessee is solely responsible for inspecting the Premises and making such alterations, decorations or improvements for its use and occupancy of the Premises. The Premises are devised and let subject to (a) any state of facts which an accurate survey or physical inspection thereof might show, (b) all zoning regulations, restrictions, rules, and ordinances, building restrictions and other laws and
regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (c) with respect to buildings, structures, and other improvements located on the Premises, their condition as of the Commencement Date, without representation or warranty by Lessor.

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

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

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

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

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

All tenant improvements shall be and remain the property of Lessee until the expiration or earlier termination of the Term, at which time all rights, title and interest of Lessee in and to the Premises shall revert to MNPS. Lessee may remove, prior to the expiration or earlier termination of the Term, any trade fixtures, signs and other personal property of Lessee not permanently affixed to the Premises that may be removed without damage to the Premises (the “Lessee’s Property”).
Any portion of Lessee’s Property not removed prior to such expiration or earlier termination of the Term shall be deemed to be abandoned by the Lessee. If Lessee shall fail to effect such removal prior to the termination of the Term, MNPS may, at its option and without liability to Lessee, remove such goods and effects and may store the same for the account of the Lessee or the owner thereof at any place selected by MNPS. Lessee shall be responsible for all costs of removal and storage.

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

SECTION 9. PREMISES

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

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

(a) Parking: Up to 20 spaces will be provided on site for the Lessee. All other required spaces shall be street parking or other arrangements as the Lessee sees fit.

(b) Exterior Athletic Fields: Use of exterior athletic fields will be under the coordination of the Lessor for the Lessor’s exclusive use. Any use by the Lessee shall be requested of, approved and coordinated with the Lessor’s representative.

(c) Gymnasium Use: Use of the Gymnasium will be under the coordination of the Lessee for its use, with the understanding that on occasion after-hours use by the Lessor may be requested. Any use requested by the Lessor shall be coordinated with and approved by the Lessee.

(d) Playground: The Lessee, at its cost, may build a small playground at a location approved by the Lessor.

(e) Auditorium use: Use of the Auditorium will be under the coordination of the Lessor with the understanding that on occasion the Lessee may need use of the space. Use of the Auditorium space by the Lessee will be reviewed and approved by the Lessor’s representative.

(f) Quiet Enjoyment: As long as Lessee is not in default hereunder beyond applicable notice and/or cure periods, Lessor covenants that Lessee shall peaceably hold and enjoy the Premises, subject to the terms of this Lease.
Lessor and Lessee agree to cooperate in good faith regarding the shared use of spaces in or appurtenant to the Building as specified above. Where a party’s approval is requested, such party will not unreasonably withhold, condition or delay such approval.

SECTION 10. RIGHT-OF-ENTRY

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

(b) The exercise of any right in Section 10(a) reserved to Lessor or its authorized representatives shall not constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of Rent or relieve Lessee from any of its obligations under this Lease.

SECTION 11. MECHANIC’S LIENS AND OTHER ENCUMBRANCES.

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

SECTION 12. INSURANCE.

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

(a) Occurrence-based Commercial General Liability (CGL) insurance including non-owned automobile or equivalent form with a limit of not less than $1,000,000 each occurrence. Such insurance shall include the Lessor as additional insured. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insured. Insurance shall be primary with respect to any insurance or self-insurance programs covering the Lessor.

(b) Workers compensation and employer’s liability insurance with limits of not less than $1,000,000. The insurer shall agree to waive all rights of subrogation against Lessor for losses arising from the use of the Premises.

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

Lessee shall:
(a) Prior to the Commencement Date, furnish MNPS with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days’ prior written notice to Lessor. The proof of coverage is to be received and approved by Lessor before the Lease commences.

(b) Provide certified copies of declarations page, endorsements and policies if requested by Lessor in lieu of or in addition to certificates of insurance.

(c) Replace certificates, policies, and endorsements for any such insurance expiring prior to the expiration of Lease.

(d) Maintain such insurance throughout the Term.

(e) Place such insurance with insurers licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

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

SECTION 13. INDEMNIFICATION AND HOLD HARMLESS.

(a) Lessee shall indemnify and save harmless Lessor against and from any and all liabilities, obligations, damages, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants) which may be imposed upon, incurred by or asserted against Lessor, its officers, employees and/or agents, including, without limitation, Lessee’s failure to comply with the terms of this Lease, or Lessee’s failure to comply with applicable law.

(b) Should any action or proceeding be brought against Lessor by reason of any claim caused by Section 8(a), Lessee, upon notice from Lessor, at Lessee’s sole cost and expense, shall resist or defend the same with counsel of Lessee’s choice at Lessee’s sole cost and expense. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee’s prior written consent. To the extent of the proceeds received by Lessor under any insurance furnished to Lessor by Lessee, Lessee’s obligation to indemnify and save harmless Lessor against the hazard that is the subject of such insurance shall be deemed to be satisfied to the extent of the proceeds received by Lessor.

(c) Should Lessor, its officers, agents or employees be sued for any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Lessee, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this Lease, Lessee, upon notice
from Lessor, at Lessee’s sole cost and expense, shall resist or defend the same with counsel of Lessee’s choice at Lessee’s sole cost and expense. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee’s prior written consent. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee’s prior written consent.

SECTION 14. WAIVER OF LIABILITY FOR PERSONAL PROPERTY.

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

SECTION 15. CONFLICT OF INTEREST.

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

SECTION 16. PERSONNEL POLICY.

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

SECTION 17. DEFAULT AND TERMINATION.

(a) Notice of Default. Upon actual notice of Lessee’s default, Lessor shall deliver written notice of default to Lessee, wherein, if such default remains uncured for thirty (30) days or Lessee has not attempted to cure within said thirty (30) day period after the receipt of such notice, then Lessor may terminate this Lease; provided that if such default cannot reasonably be cured within such thirty (30) days, then Lessee shall have such additional time as is necessary so long as Lessee commences to cure such default within thirty (30) days and diligently pursues the same to completion (“Termination for Default”).

(b) Termination for Default. The following shall constitute an event giving rise to a Termination for Default:

   (i) Lessee has failed to perform its contracted duties and responsibilities hereunder in a timely and proper manner and is unable to cure such failure within the time provided in
Section 17(a), or such additional period of time as specified by Lessor, taking into consideration the gravity and nature of the default;

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

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

(c) Should this Lease be terminated as provided by Section 17(a) hereinafore, Lessor may lease, upon such terms and in such manner as Lessor shall deem appropriate, the Premises, granting rights in the same similar to those terminated, and Lessee shall be liable to Lessor for any costs associated with the reletting of the Premises occasioned by Lessee’s breach of this Lease. In addition, Lessee shall be liable to Lessor for administrative costs or other damages occasioned by its breach of the terms of this Lease incurred by Lessor in reletting the Premises.

(d) The rights and remedies of Lessor provided in Section 17 are non-exclusive and are in addition to any other rights and remedies provided by law or under this Lease. Lessee is not relieved of its liability to Lessor for damages sustained by virtue of a default of this Lease, and Lessor reserves the right to cure any default without terminating this Lease and seek reimbursement for such expenses from Lessee, with the understanding that Lessor is under no obligation to correct any such default. Lessor’s exercise of its right to cure shall not act as a waiver of its right to terminate this Lease for default as provided hereunder.

(e) **Termination for Lessee Bankruptcy.** It shall be grounds for termination of this Lease upon the following:

(i) Should Lessee file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee’s property or its leasehold interest in the Premises, or shall make any general assignment for the benefit or creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(ii) (a) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (b) any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee’s property or its leasehold interest in the Premises shall be appointed without the consent or acquiescence of Lessee; and such order, judgment, decree or appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether consecutive or nonconsecutive).
(f) **Termination due to Condemnation:** If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called “condemnation”), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If, as a result of a substantial part of the Premises being taken by condemnation, Lessee’s access to the Premises being denied or a portion of the parking areas being taken by condemnation (either a permanent taking or temporary taking in excess of one year), Lessee is thereby unable to operate its school in substantially the same manner as previously operated, Lessee may, at Lessee’s option, to be exercised in writing only within sixty (60) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within sixty (60) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining and the Rent shall be equitably adjusted, and in the event of any temporary taking of one year or less, Rent shall abate proportionately for the period of such taking to the extent any portion of the Premises is untenanted as a result of such temporary taking. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor. Lessee shall be entitled to pursue a separate award for loss of or damage to Lessee’s trade fixtures and removable personal property and for relocation expenses from such condemning authority. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall, only to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation. In the event that this Lease is not terminated by reason of such condemnation, Lessee shall pay any amount in excess of such severance damages required to complete such repair.

(g) **Termination for Contract Revocation or Termination.** Notwithstanding anything set forth herein to the contrary, this Lease shall terminate automatically if Lessee’s charter is terminated or revoked as of the effective date of such termination or revocation.

(h) **Termination Upon Notice.** Notwithstanding anything set forth herein to the contrary, Lessor or Lessee may terminate this Lease for any reason upon written notice to the other party not less than one hundred twenty (120) days prior to each anniversary of the Commencement Date during the Term, with the termination to be effective upon such anniversary.

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

Should structural or permanent portions of the Premises be partially damaged by fire or other casualty, Lessee shall give immediate notice thereof to Lessor and the same shall be repaired at the expense of Lessor without unreasonable delay unless, at Lessor’s sole discretion, Lessor determines that repair or rebuilding is not feasible. From the date of such casualty until such area is so repaired, monthly Rent payments hereunder shall be equitably adjusted to reflect the reduction in space; provided, however, that if an area shall be so slightly injured in any such casualty as not to be rendered unfit for occupancy, the Rent hereunder shall not cease or be abated during any repair period. Should the damages to the area be so extensive as to render it un-tenantable, the Rent for such area shall cease, on a pro-rata basis, until such time that it shall again be tenantable, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of Lessor not to rebuild the same, then, at the option of Lessor or Lessee, and upon ten (10) days’ written notice to the other of the
damage, this Lease, as it applies to said area, shall be canceled and of no further force or effect. Lessor’s obligations to rebuild or repair under this section shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by Lessor.

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

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

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

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

Notices to Lessee shall be delivered as follows:

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

SECTION 20. SURRENDER.

(a) Upon the expiration or earlier termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Lessor in the same condition as on the Commencement Date, normal wear and tear excepted.

(b) Upon the expiration or earlier termination of this Lease, all permanent alterations, installations, changes, replacements, additions or improvements that (i) have been made by Lessee to the Premises and (ii) cannot be removed without material damage to the remainder of the Premises, shall be deemed a part of the Premises and the same shall not be removed.

(c) All personal property of Lessor (“Lessor Property”) shall remain upon the Premises for the duration of the Term. Upon the expiration or earlier termination of this Lease, all Lessor Property shall remain upon the Premises and shall be deemed to be part of the Premises and the property of Lessor thereafter. Lessee shall surrender all Lessor Property in as good a condition as on the date of receipt, normal wear and tear excepted.

SECTION 21. SEVERABILITY.
If a court of competent jurisdiction holds that one or more clauses, sections or provisions of this Lease are unlawful, invalid or unenforceable, the parties hereto agree that all remaining clauses, sections and provisions shall continue in full force and effect.

SECTION 22. FORCE MAJEURE.

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

SECTION 23. NOTICE OF CLAIMS.

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

SECTION 24. AUTHORITY TO ENTER INTO LEASE AGREEMENT.

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

SECTION 25. ACKNOWLEDGEMENT.

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

SECTION 26. APPLICABLE LAW AND VENUE.

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

SECTION 27. NO AGENCY.

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

SECTION 28. NO ASSIGNMENT OR SUBLETTING WITHOUT CONSENT.

The provisions of this Lease shall inure to the benefit of and shall be binding on the respective successors and assigns of the parties hereto. Neither this Lease nor any of the rights and obligations of Lessee hereunder shall be assigned or transferred in whole or in part to any person, firm or corporation without
the prior written consent of Lessor. Any such assignment or transfer shall not release Lessee from its obligations hereunder. Any approved assignee shall assume each and every obligation of Lessee hereunder, and Lessor may contract with or accept moneys from any such assignee without waiving any of its rights.

SECTION 29. AMENDMENT.

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

SECTION 30. COMPLIANCE WITH LAWS.

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

SECTION 31. WAIVER.

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

SECTION 32. ENTIRE AGREEMENT.

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

The Lessee fully understands that this Lease is not binding except and until all appropriate Lessor official signatures have been fully obtained, the approval of this agreement by the Metropolitan Nashville Board of Public Education has been obtained, and upon its filing with the Metropolitan Clerk.
<table>
<thead>
<tr>
<th>APPROVED:</th>
<th>LESSEE:</th>
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<tr>
<td>MBPE Board Chair</td>
<td>Nashville Classical, Inc.</td>
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<tr>
<td>Interim Director of Schools</td>
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<td>Director of Procurement</td>
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<td>Metropolitan Attorney</td>
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ATTACHMENT A

Floorplan of the Premises
MNPS Measures of Academic Progress (MAP) February Results

April 23, 2019
MAP Assessment Results

- MAP district-wide Reading scores at most grade levels continued to surpass Math scores.
- Overall MAP achievement has remained below the 50th percentile but has been higher for students consistently enrolled in MNPS.
- MNPS academic growth from August to February was significantly higher than the national average.
- MAP February achievement and academic growth scores were very similar to results from February of last year.
How Has MAP Achievement Changed Over Time for a Cohort that Has Remained in MNPS?

Reading

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<tr>
<th>Grade Level</th>
<th># Tested All 6 Times</th>
<th>Median National Percentile</th>
<th>Aug-Feb Growth NP</th>
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Note: The Median National Percentile (NP) shows the percentage of students nationally that score below the typical MNPS student at each grade. The national average is 50.
How Has MAP Achievement Changed Over Time for a Cohort that Has Remained in MNPS?

# Mathematics

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<th>2018-2019 Grade Level</th>
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Note: These results are for students that attempted all six MAP administrations over the last two years. The Median National Percentile (NP) shows the percentage of students nationally that score below the typical MNPS student at each grade. The national average is 50.
Universal Screening

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

Academic Magnet Eligibility

- “… the use of assessments that preclude students from accessing magnet schools and other enrichment opportunities on account of their disability violates state and federal law.”
How Does MNPS Academic Growth in Reading Compare to the Nation and to Last Year?

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Number Tested</th>
<th>Achievement</th>
<th>August-February Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>6,067</td>
<td>5,983</td>
<td>47</td>
</tr>
<tr>
<td>3</td>
<td>5,991</td>
<td>5,965</td>
<td>41</td>
</tr>
<tr>
<td>4</td>
<td>6,441</td>
<td>5,922</td>
<td>44</td>
</tr>
<tr>
<td>5</td>
<td>4,649</td>
<td>4,690</td>
<td>39</td>
</tr>
<tr>
<td>6</td>
<td>4,447</td>
<td>4,645</td>
<td>40</td>
</tr>
<tr>
<td>7</td>
<td>4,359</td>
<td>4,426</td>
<td>44</td>
</tr>
<tr>
<td>8</td>
<td>4,282</td>
<td>4,359</td>
<td>52</td>
</tr>
<tr>
<td>9</td>
<td>NA</td>
<td>3,803</td>
<td>NA</td>
</tr>
<tr>
<td>All</td>
<td>36,236</td>
<td>39,793</td>
<td>44</td>
</tr>
</tbody>
</table>

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

Note: The Median Growth National Percentile shows the percentage of students nationally that made less growth from Fall 2018 to Winter 2019 than the typical MNPS student at each grade. The national average is 50.
## How Does MNPS Academic Growth in Mathematics Compare to the Nation and to Last Year?

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Number Tested</th>
<th>Achievement</th>
<th>August-February Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>6,055</td>
<td>5,978</td>
<td>55</td>
</tr>
<tr>
<td>3</td>
<td>5,992</td>
<td>5,961</td>
<td>38</td>
</tr>
<tr>
<td>4</td>
<td>6,449</td>
<td>5,916</td>
<td>35</td>
</tr>
<tr>
<td>5</td>
<td>4,649</td>
<td>4,677</td>
<td>28</td>
</tr>
<tr>
<td>6</td>
<td>4,460</td>
<td>4,660</td>
<td>30</td>
</tr>
<tr>
<td>7</td>
<td>4,278</td>
<td>4,469</td>
<td>33</td>
</tr>
<tr>
<td>8</td>
<td>4,265</td>
<td>4,336</td>
<td>40</td>
</tr>
<tr>
<td>9</td>
<td>NA</td>
<td>3,850</td>
<td>NA</td>
</tr>
<tr>
<td>All</td>
<td>36,148</td>
<td>39,847</td>
<td>37</td>
</tr>
</tbody>
</table>

Note: The Median Growth National Percentile shows the percentage of students nationally that made less growth from **Fall 2018 to Winter 2019** than the typical MNPS student at each grade. The national average is 50.
How Does MAP Achievement Across Grades 2-9 Compare by Student Subgroup?

### Reading Achievement

- **All Students**: 59
- **Asian**: 53
- **Black**: 52
- **Hawaiian/Pacific Islander**: 66
- **Hispanic**: 53
- **Native American**: 43
- **White**: 66
- **Multi-ethnic**: 52
- **Econ Disadvantaged (ED)**: 55
- **Non-ED**: 52
- **English Learners (EL)**: 51
- **Non-EL**: 47
- **Students with Disabilities (SWD)**: 47
- **Non-SWD**: 47

### Mathematics Achievement

- **All Students**: 55
- **Asian**: 41
- **Black**: 26
- **Hawaiian/Pacific Islander**: 40
- **Hispanic**: 41
- **Native American**: 44
- **White**: 56
- **Multi-ethnic**: 44
- **Econ Disadvantaged (ED)**: 47
- **Non-ED**: 47
- **English Learners (EL)**: 42
- **Non-EL**: 39
- **Students with Disabilities (SWD)**: 39
- **Non-SWD**: 39
# How Does MAP Academic Growth Since August Compare by Student Subgroup?

### Reading Growth

<table>
<thead>
<tr>
<th>Subgroup</th>
<th>Median National Percentile (Growth)</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Students</td>
<td>57-59</td>
</tr>
<tr>
<td>Asian</td>
<td>57-59</td>
</tr>
<tr>
<td>Black</td>
<td>50-50</td>
</tr>
<tr>
<td>Hawaiian/Pacific Islander</td>
<td>77-50</td>
</tr>
<tr>
<td>Hispanic</td>
<td>62-61</td>
</tr>
<tr>
<td>Native American</td>
<td>47-61</td>
</tr>
<tr>
<td>White</td>
<td>61-61</td>
</tr>
<tr>
<td>Multi-ethnic</td>
<td>58-58</td>
</tr>
<tr>
<td>Econ Disadvantaged (ED)</td>
<td>55-58</td>
</tr>
<tr>
<td>Non-ED</td>
<td>58-58</td>
</tr>
<tr>
<td>English Learners (EL)</td>
<td>71-55</td>
</tr>
<tr>
<td>Non-EL</td>
<td>55-55</td>
</tr>
<tr>
<td>Students with Disabilities (SWD)</td>
<td>59-57</td>
</tr>
<tr>
<td>Non-SWD</td>
<td>57-57</td>
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</tbody>
</table>

### Mathematics Growth

<table>
<thead>
<tr>
<th>Subgroup</th>
<th>Median National Percentile (Growth)</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Students</td>
<td>55-59</td>
</tr>
<tr>
<td>Asian</td>
<td>55-59</td>
</tr>
<tr>
<td>Black</td>
<td>49-59</td>
</tr>
<tr>
<td>Hawaiian/Pacific Islander</td>
<td>73-59</td>
</tr>
<tr>
<td>Hispanic</td>
<td>56-56</td>
</tr>
<tr>
<td>Native American</td>
<td>49-60</td>
</tr>
<tr>
<td>White</td>
<td>60-58</td>
</tr>
<tr>
<td>Multi-ethnic</td>
<td>58-58</td>
</tr>
<tr>
<td>Econ Disadvantaged (ED)</td>
<td>51-58</td>
</tr>
<tr>
<td>Non-ED</td>
<td>58-58</td>
</tr>
<tr>
<td>English Learners (EL)</td>
<td>59-59</td>
</tr>
<tr>
<td>Non-EL</td>
<td>54-59</td>
</tr>
<tr>
<td>Students with Disabilities (SWD)</td>
<td>52-55</td>
</tr>
<tr>
<td>Non-SWD</td>
<td>55-55</td>
</tr>
</tbody>
</table>
Questions?
## Metropolitan Nashville Public Schools
### Sales Tax Collections
#### As of April 20, 2019

### General Purpose Fund

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

### Debt Service Fund

<table>
<thead>
<tr>
<th>MONTH</th>
<th>2018-2019 Projection</th>
<th>TOTAL 2018-2019 COLLECTIONS</th>
<th>$ Change For Month - FY19 Projection</th>
<th>% Change For Month - FY19 Projection</th>
<th>% Increase / Decrease Year-To-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>$3,607,612.63</td>
<td>$3,303,141.50</td>
<td>($304,471.13)</td>
<td>-9.22%</td>
<td>-9.22%</td>
</tr>
<tr>
<td>October</td>
<td>5,060,535.36</td>
<td>5,263,870.33</td>
<td>$203,334.97</td>
<td>3.86%</td>
<td>-1.18%</td>
</tr>
<tr>
<td>November</td>
<td>5,202,619.36</td>
<td>5,343,120.92</td>
<td>$140,501.56</td>
<td>2.63%</td>
<td>0.28%</td>
</tr>
<tr>
<td>December</td>
<td>5,139,761.80</td>
<td>5,557,932.18</td>
<td>$418,170.38</td>
<td>7.52%</td>
<td>2.35%</td>
</tr>
<tr>
<td>January</td>
<td>5,043,268.51</td>
<td>5,162,959.15</td>
<td>$119,690.64</td>
<td>2.32%</td>
<td>2.34%</td>
</tr>
<tr>
<td>February</td>
<td>6,207,248.61</td>
<td>6,638,448.92</td>
<td>$431,200.31</td>
<td>6.50%</td>
<td>3.22%</td>
</tr>
<tr>
<td>March</td>
<td>4,532,371.62</td>
<td>4,732,774.41</td>
<td>$200,402.79</td>
<td>4.23%</td>
<td>3.36%</td>
</tr>
<tr>
<td>April</td>
<td>4,553,183.90</td>
<td>4,967,698.95</td>
<td>$414,515.05</td>
<td>8.34%</td>
<td>3.96%</td>
</tr>
<tr>
<td>May</td>
<td>5,500,075.84</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>5,280,575.76</td>
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</tr>
<tr>
<td>July</td>
<td>5,430,301.16</td>
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<td></td>
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</tr>
<tr>
<td>August</td>
<td>5,545,745.45</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$61,103,300.00</strong></td>
<td><strong>$40,969,946.36</strong></td>
<td><strong>$1,623,344.57</strong></td>
<td><strong>3.96%</strong></td>
<td></td>
</tr>
<tr>
<td>REVENUES:</td>
<td>FY18 Annual Budget</td>
<td>FY18 YTD Actuals Through Mar</td>
<td>FY18 YTD %</td>
<td>FY19 Annual Budget</td>
<td>FY19 YTD Actuals Through Mar</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>--------------------</td>
<td>-------------------------------</td>
<td>--------------</td>
<td>--------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>Charges, Commissions, &amp; Fees</td>
<td>$1,230,000</td>
<td>$1,489,371</td>
<td>121.09%</td>
<td>$1,380,000</td>
<td>$1,637,186</td>
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<tr>
<td>Other Governments &amp; Agencies</td>
<td>301,988,700</td>
<td>235,391,275</td>
<td>77.95%</td>
<td>289,264,000</td>
<td>230,026,485</td>
</tr>
<tr>
<td>Taxes, Licenses, &amp; Permits</td>
<td>551,958,600</td>
<td>435,821,086</td>
<td>78.96%</td>
<td>575,676,500</td>
<td>458,890,053</td>
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<tr>
<td>Fines, Forfeits, &amp; Penalties</td>
<td>1,200</td>
<td>0</td>
<td>0.00%</td>
<td>1,200</td>
<td>1,050</td>
</tr>
<tr>
<td>Transfers From Other Funds and Units</td>
<td>2,500,000</td>
<td>1,704,628</td>
<td>68.19%</td>
<td>4,500,000</td>
<td>4,237,298</td>
</tr>
<tr>
<td>All Other Revenues</td>
<td>2,561,300</td>
<td>1,523,017</td>
<td>59.46%</td>
<td>15,478,000</td>
<td>1,039,222</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td><strong>$ 860,239,800</strong></td>
<td><strong>$ 675,929,377</strong></td>
<td><strong>78.57%</strong></td>
<td><strong>$ 886,299,700</strong></td>
<td><strong>$ 695,831,294</strong></td>
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<tr>
<td>EXPENSES:</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries:</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Regular Pay</td>
<td>$438,822,199</td>
<td>$360,352,096</td>
<td>82.12%</td>
<td>$428,543,300</td>
<td>$349,010,524</td>
</tr>
<tr>
<td>Overtime</td>
<td>2,602,700</td>
<td>1,577,044</td>
<td>60.59%</td>
<td>2,598,700</td>
<td>1,385,804</td>
</tr>
<tr>
<td>All Other Salary Codes</td>
<td>13,352,766</td>
<td>8,789,031</td>
<td>65.82%</td>
<td>9,208,200</td>
<td>7,666,101</td>
</tr>
<tr>
<td>Total Salaries</td>
<td>454,777,665</td>
<td>370,718,171</td>
<td>81.52%</td>
<td>440,350,200</td>
<td>358,062,429</td>
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<tr>
<td>Fringes</td>
<td>153,750,407</td>
<td>125,983,701</td>
<td>81.94%</td>
<td>158,796,500</td>
<td>124,683,642</td>
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<tr>
<td>Other Expenses:</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>24,462,100</td>
<td>18,499,464</td>
<td>75.63%</td>
<td>23,413,100</td>
<td>18,651,124</td>
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<tr>
<td>Professional and Purchased Services</td>
<td>50,683,341</td>
<td>32,168,590</td>
<td>63.47%</td>
<td>48,965,000</td>
<td>31,551,792</td>
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<tr>
<td>Travel, Tuition, and Dues</td>
<td>2,525,081</td>
<td>1,190,160</td>
<td>47.13%</td>
<td>1,752,800</td>
<td>1,154,067</td>
</tr>
<tr>
<td>Communications</td>
<td>2,758,104</td>
<td>2,056,964</td>
<td>74.58%</td>
<td>2,840,100</td>
<td>1,636,872</td>
</tr>
<tr>
<td>Repairs and Maintenance Services</td>
<td>6,118,298</td>
<td>3,634,868</td>
<td>59.41%</td>
<td>3,352,900</td>
<td>2,782,500</td>
</tr>
<tr>
<td>Internal Service Fees</td>
<td>2,392,200</td>
<td>1,820,994</td>
<td>76.12%</td>
<td>2,441,000</td>
<td>1,668,825</td>
</tr>
<tr>
<td>Transfers To Other Funds and Units</td>
<td>122,485,200</td>
<td>96,882,730</td>
<td>79.10%</td>
<td>140,879,500</td>
<td>112,453,425</td>
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<tr>
<td>All Other Expenses</td>
<td>62,847,304</td>
<td>46,318,221</td>
<td>73.70%</td>
<td>63,508,600</td>
<td>40,703,020</td>
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<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>274,271,628</strong></td>
<td><strong>202,571,991</strong></td>
<td><strong>73.86%</strong></td>
<td><strong>287,153,000</strong></td>
<td><strong>210,601,625</strong></td>
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<tr>
<td><strong>TOTAL EXPENSES</strong></td>
<td><strong>$ 882,799,700</strong></td>
<td><strong>$ 699,273,863</strong></td>
<td><strong>79.21%</strong></td>
<td><strong>$ 886,299,700</strong></td>
<td><strong>$ 693,347,696</strong></td>
</tr>
</tbody>
</table>

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

Prepared: Apr 16, 2019
## Metropolitan Nashville Public Schools
### Revenue Analysis

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

### Revenue Analysis Chart

**3/31/2018 Actuals**

**3/31/2019 Actuals**

### Revenue Analysis Chart

**3/31/2018 YTD%**

**3/31/2019 YTD%**

Prepared: Apr 16, 2019
<table>
<thead>
<tr>
<th>Function #</th>
<th>Function Name</th>
<th>FY2019 Budget</th>
<th>FY2019 YTD Actuals @ Mar 31, 2019</th>
<th>% Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1100</td>
<td>OFFICE OF DIRECTOR OF SCHOOLS</td>
<td>$614,200</td>
<td>$442,801</td>
<td>72.1%</td>
</tr>
<tr>
<td>1110</td>
<td>BOARD OF EDUCATION</td>
<td>$508,200</td>
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<tr>
<td>1150</td>
<td>CHIEF FINANCIAL OFFICER</td>
<td>$297,300</td>
<td>$227,333</td>
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<tr>
<td>1190</td>
<td>ALIGNMENT NASHVILLE</td>
<td>$200,000</td>
<td>$150,000</td>
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<tr>
<td>1200</td>
<td>HUMAN CAPITAL</td>
<td>$6,730,400</td>
<td>$4,434,847</td>
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<tr>
<td>1205</td>
<td>EMPLOYEE RELATIONS</td>
<td>$549,200</td>
<td>$430,063</td>
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</tr>
<tr>
<td>1250</td>
<td>CHIEF OF STAFF</td>
<td>$569,100</td>
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<tr>
<td>1300</td>
<td>EMPLOYEE BENEFITS</td>
<td>$922,500</td>
<td>$718,578</td>
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<tr>
<td>1400</td>
<td>CHIEF OPERATING OFFICER</td>
<td>$243,900</td>
<td>$178,994</td>
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</tr>
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<td>1500</td>
<td>PURCHASING</td>
<td>$848,900</td>
<td>$635,695</td>
<td>74.9%</td>
</tr>
<tr>
<td>1600</td>
<td>FISCAL SERVICES</td>
<td>$1,818,700</td>
<td>$1,478,133</td>
<td>81.3%</td>
</tr>
<tr>
<td>1625</td>
<td>SCHOOL AUDIT</td>
<td>$726,300</td>
<td>$529,152</td>
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<tr>
<td>1700</td>
<td>STUDENT ASSIGNMENT SERVICES</td>
<td>$1,309,000</td>
<td>$802,764</td>
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<tr>
<td>1750</td>
<td>FAMILY INFORMATION CENTER</td>
<td>$573,100</td>
<td>$463,514</td>
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<td>1800</td>
<td>COMMUNICATIONS</td>
<td>$1,565,200</td>
<td>$981,307</td>
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<tr>
<td></td>
<td>TOTAL ADMINISTRATION</td>
<td>$17,480,000</td>
<td>$12,286,778</td>
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</table>

**LEADERSHIP AND LEARNING**

<table>
<thead>
<tr>
<th>Function #</th>
<th>Function Name</th>
<th>FY2019 Budget</th>
<th>FY2019 YTD Actuals @ Mar 31, 2019</th>
<th>% Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2050</td>
<td>CHIEF OF SCHOOLS</td>
<td>$3,748,300</td>
<td>$2,709,749</td>
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<tr>
<td>2055</td>
<td>OFFICE OF PRIORITY SCHOOLS</td>
<td>$10,400</td>
<td>$2,363</td>
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<td>2060</td>
<td>STUDENT SUPPORT SERVICES</td>
<td>$1,598,700</td>
<td>$1,114,160</td>
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<tr>
<td>2080</td>
<td>CHIEF ACADEMIC OFFICER</td>
<td>$1,632,400</td>
<td>$906,222</td>
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<td>2109</td>
<td>FEDERAL PROGRAMS AND GRANTS</td>
<td>$274,300</td>
<td>$207,278</td>
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<td>2112</td>
<td>CENTRAL SCHOOL COUNSELING SERVICES</td>
<td>$435,900</td>
<td>$323,895</td>
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<tr>
<td>2125</td>
<td>IN-SCHOOL SUSPENSION</td>
<td>$651,300</td>
<td>$454,633</td>
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<tr>
<td>2126</td>
<td>HOMEBOUND PROGRAM - REGULAR EDUCATION</td>
<td>$179,100</td>
<td>$118,114</td>
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</tr>
<tr>
<td>2130</td>
<td>CURRICULUM AND INSTRUCTION</td>
<td>$1,177,600</td>
<td>$648,893</td>
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<td>2136</td>
<td>GIFTED/TALENTED PROGRAM</td>
<td>$560,600</td>
<td>$233,928</td>
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<tr>
<td>2137</td>
<td>ADVANCED ACADEMICS</td>
<td>$2,089,500</td>
<td>$702,395</td>
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<tr>
<td>2160</td>
<td>PSYCHOLOGICAL SERVICES</td>
<td>$4,934,400</td>
<td>$3,845,422</td>
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<td>2170</td>
<td>RESEARCH, ASSESSMENT, AND EVALUATION</td>
<td>$3,274,800</td>
<td>$2,241,131</td>
<td>68.4%</td>
</tr>
<tr>
<td>2171</td>
<td>CENTRAL LIBRARY INFORMATION SERVICES</td>
<td>$546,100</td>
<td>$485,696</td>
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<td>2174</td>
<td>INFORMATION MANAGEMENT AND DECISION SUPPORT</td>
<td>$4,625,200</td>
<td>$3,507,220</td>
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<tr>
<td>2178</td>
<td>INFORMATION TECHNOLOGY</td>
<td>$14,844,000</td>
<td>$11,389,590</td>
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<td>2180</td>
<td>TEXTBOOKS</td>
<td>$2,247,000</td>
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<td>2200</td>
<td>DISTRICT STAFF DEVELOPMENT</td>
<td>$1,991,300</td>
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<td>2203</td>
<td>LEARNING TECHNOLOGY</td>
<td>$2,860,200</td>
<td>$1,985,621</td>
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<td>2232</td>
<td>LITERACY PROGRAM</td>
<td>$2,074,000</td>
<td>$1,107,522</td>
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<td>2240</td>
<td>SUPPLEMENTARY TEACHER PAY</td>
<td>$350,500</td>
<td>$575,529</td>
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<td>2282</td>
<td>STEAM (SCIENCE TECHNOLOGY ENGINEERING ARTS &amp; MATHEMATICS)</td>
<td>$1,437,000</td>
<td>$1,107,870</td>
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<tr>
<td>2310</td>
<td>PRINCIPALS</td>
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<td>$42,157,559</td>
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<tr>
<td>2311</td>
<td>COUNSELING SERVICES</td>
<td>$14,863,100</td>
<td>$11,859,087</td>
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<tr>
<td>2312</td>
<td>LIBRARY SERVICES</td>
<td>$11,176,400</td>
<td>$8,705,341</td>
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<tr>
<td>2313</td>
<td>SUBSTITUTES - REGULAR/CTE</td>
<td>$7,478,000</td>
<td>$6,938,156</td>
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<tr>
<td>2314</td>
<td>HEALTH SERVICES</td>
<td>$5,214,100</td>
<td>$3,183,183</td>
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<tr>
<td>2315</td>
<td>SUBSTITUTES - SPECIAL EDUCATION</td>
<td>$840,200</td>
<td>$727,586</td>
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<tr>
<td>2316</td>
<td>SCHOOL FUNDING ALLOCATION</td>
<td>$8,155,500</td>
<td>$5,162,595</td>
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<tr>
<td>2320</td>
<td>REGULAR TEACHING</td>
<td>$239,057,600</td>
<td>$199,135,437</td>
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<tr>
<td>2321</td>
<td>PRE-K INSTRUCTION</td>
<td>$8,132,400</td>
<td>$5,268,792</td>
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<tr>
<td>2322</td>
<td>CLASSROOM PREPARATION DAY</td>
<td>$635,900</td>
<td>$639,839</td>
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<td>2323</td>
<td>ENGLISH LEARNERS - SUPERVISION</td>
<td>$1,335,700</td>
<td>$1,035,658</td>
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<tr>
<td>2324</td>
<td>ENGLISH LEARNERS</td>
<td>$1,727,100</td>
<td>$1,651,383</td>
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<td>2325</td>
<td>ENGLISH LEARNERS OTHER</td>
<td>$6,805,500</td>
<td>$2,673,240</td>
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<tr>
<td>2326</td>
<td>PRE-K MODEL CENTERS</td>
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<td>2332</td>
<td>ACADEMIES OF NASHVILLE (AON)</td>
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<td>2334</td>
<td>INSTRUCTIONAL SUPPORT - OTHER</td>
<td>$25,463,300</td>
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<tr>
<td>2335</td>
<td>PUPIL SUPPORT - OTHER</td>
<td>$3,052,100</td>
<td>$1,957,819</td>
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<td>2336</td>
<td>VANDERBILT MATH &amp; SCIENCE PROGRAM</td>
<td>$1,149,500</td>
<td>$839,667</td>
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<td>2350</td>
<td>MUSIC MAKES US</td>
<td>$1,901,300</td>
<td>$1,229,981</td>
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<tr>
<td>2371</td>
<td>CAMPUS SUPERVISORS</td>
<td>$2,770,600</td>
<td>$1,781,361</td>
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<tr>
<td>2395</td>
<td>HOMEWORK HOTLINE</td>
<td>$90,000</td>
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<tr>
<td>2505</td>
<td>CAREER &amp; TECHNICAL EDUCATION SUPERVISION</td>
<td>$314,600</td>
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<tr>
<td>2520</td>
<td>CAREER &amp; TECHNICAL EDUCATION</td>
<td>$7,805,000</td>
<td>$6,255,028</td>
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<tr>
<td>Function #</td>
<td>Function Name</td>
<td>FY2019 Budget</td>
<td>FY2019 YTD Actuals @ Mar 31, 2019</td>
<td>% Spent</td>
</tr>
<tr>
<td>------------</td>
<td>---------------------------------------</td>
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<td>----------------------------------</td>
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</tr>
<tr>
<td>2555</td>
<td>METROPOLITAN GOVERNMENT IT CHARGES</td>
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<tr>
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<td>OPENING NEW SCHOOLS</td>
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<td>2810</td>
<td>SPECIAL EDUCATION CENTERS</td>
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<td>SPECIAL EDUCATION OTHER</td>
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<td>CAREER LADDER</td>
<td>1,200,000</td>
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<tr>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3100</td>
<td>ATTENDANCE SERVICES</td>
<td>729,200</td>
<td>599,775</td>
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<tr>
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<td>SOCIAL AND EMOTIONAL LEARNING</td>
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<td>CLUSTER BASED STUDENT SUPPORT</td>
<td>5,322,900</td>
<td>4,030,743</td>
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<tr>
<td>3250</td>
<td>FAMILY &amp; COMMUNITY SERVICES</td>
<td>2,998,600</td>
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<td>COMMUNITY ACHIEVES</td>
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<td>TOTAL ATTENDANCE AND SOCIAL SERVICES</td>
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<td>OPERATION OF SPECIAL EDUCATION BUSES</td>
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<td>BUS MONITORS</td>
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<td>MAINTENANCE OF VEHICLES</td>
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<td>CUSTODIAL AND CARE OF GROUNDS</td>
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<td>UTILITY SERVICES, NATURAL GAS</td>
<td>1,919,800</td>
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<tr>
<td>5240</td>
<td>UTILITY SERVICES, ELECTRICITY</td>
<td>18,437,000</td>
<td>14,188,048</td>
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<tr>
<td>5250</td>
<td>UTILITY SERVICES, TELEPHONES</td>
<td>1,017,000</td>
<td>636,771</td>
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<td>5260</td>
<td>UTILITY SERVICES, WASTE DISPOSAL</td>
<td>1,098,900</td>
<td>798,804</td>
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<td>RADIO TRANSMISSION</td>
<td>292,600</td>
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<td>FIXED ASSET AND INVENTORY CONTROL</td>
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<td>DELIVERY &amp; MAIL SERVICES</td>
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<td>SAFETY AND SECURITY</td>
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<td>2,211,361</td>
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<td>5326</td>
<td>ATHLETIC OFFICE</td>
<td>605,000</td>
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<td>TOTAL OPERATION OF PLANT</td>
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</tr>
<tr>
<td>6110</td>
<td>MAINTENANCE SUPERVISION</td>
<td>567,000</td>
<td>367,870</td>
<td>64.9%</td>
</tr>
<tr>
<td>6120</td>
<td>CONSTRUCTION SUPERVISION</td>
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<td>396,691</td>
<td>72.3%</td>
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<td>6300</td>
<td>MAINTENANCE OF FACILITIES</td>
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</tr>
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<tr>
<td>Function #</td>
<td>Function Name</td>
<td>FY2019 Budget</td>
<td>FY2019 YTD Actuals @ Mar 31, 2019</td>
<td>% Spent</td>
</tr>
<tr>
<td>------------</td>
<td>--------------------------------------------------------</td>
<td>---------------</td>
<td>----------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>7210</td>
<td>RENTAL LAND AND BUILDING</td>
<td>56,100</td>
<td>47,322</td>
<td>84.4%</td>
</tr>
<tr>
<td>7311</td>
<td>RETIREE GROUP INSURANCE-CERTIFICATED</td>
<td>23,945,000</td>
<td>18,021,744</td>
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</tr>
<tr>
<td>7315</td>
<td>EMPLOYEE DEATH BENEFITS</td>
<td>74,000</td>
<td>64,792</td>
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<tr>
<td>7316</td>
<td>EMPLOYEE INJURIES ON THE JOB REIMBURSEMENT</td>
<td>2,621,100</td>
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<tr>
<td>7318</td>
<td>RETIREMENT SICK LEAVE PAY-CERTIFICATED</td>
<td>1,500,000</td>
<td>129,653</td>
<td>8.6%</td>
</tr>
<tr>
<td>7319</td>
<td>RETIREMENT SICK LEAVE PAY-SUPPORT</td>
<td>208,100</td>
<td>180,006</td>
<td>86.5%</td>
</tr>
<tr>
<td>7320</td>
<td>BUILDINGS AND CONTENTS INSURANCE</td>
<td>1,032,900</td>
<td>774,675</td>
<td>75.0%</td>
</tr>
<tr>
<td>7325</td>
<td>INSURANCE RESERVE</td>
<td>14,700</td>
<td>14,659</td>
<td>99.7%</td>
</tr>
<tr>
<td>7340</td>
<td>LIABILITY INSURANCE</td>
<td>1,290,600</td>
<td>1,002,708</td>
<td>77.7%</td>
</tr>
<tr>
<td>7499</td>
<td>GUARANTEED PENSION PAYMENT</td>
<td>4,285,000</td>
<td>3,213,750</td>
<td>75.0%</td>
</tr>
<tr>
<td>7777</td>
<td>PROPERTY TAX REFUND</td>
<td>8,532,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>7900</td>
<td>LEGAL SERVICES</td>
<td>192,000</td>
<td>144,000</td>
<td>75.0%</td>
</tr>
<tr>
<td></td>
<td>TOTAL FIXED CHARGES</td>
<td>$ 43,751,500</td>
<td>$ 25,441,383</td>
<td>58.1%</td>
</tr>
<tr>
<td>8119</td>
<td>DISTRICT DUES</td>
<td>76,100</td>
<td>81,210</td>
<td>106.7%</td>
</tr>
<tr>
<td>8320</td>
<td>ADULT EDUCATION PROGRAM</td>
<td>485,100</td>
<td>360,513</td>
<td>74.3%</td>
</tr>
<tr>
<td></td>
<td>TOTAL ADULT AND COMMUNITY SERVICES</td>
<td>$ 561,200</td>
<td>$ 441,723</td>
<td>78.7%</td>
</tr>
<tr>
<td></td>
<td>OPERATING TRANSFER TO CHARTER SCHOOLS FUND</td>
<td>$ 130,552,500</td>
<td>$ 105,164,338</td>
<td>80.6%</td>
</tr>
<tr>
<td></td>
<td>REIMBURSABLE PROJECTS</td>
<td>$ 1,599,800</td>
<td>$ 1,248,768</td>
<td>78.1%</td>
</tr>
<tr>
<td></td>
<td>GRAND TOTAL:</td>
<td>$ 886,299,700</td>
<td>$ 693,347,696</td>
<td>78.2%</td>
</tr>
</tbody>
</table>
I. CONVENE

II. DISCUSSION
   a. Board Policy 2.601 Fundraising – Donors Choose Presentation

III. ADJOURNMENT