

## **AMENDED AGENDA**

#### METROPOLITAN BOARD OF PUBLIC EDUCATION

2601 Bransford Avenue, Nashville, TN 37204 Regular Meeting – August 12, 2014 - 5:00 p.m. Cheryl D. Mayes, Chair

TIME

- 5:00 I. <u>CONVENE</u>
  - A. Establish Quorum

B. Pledge of Allegiance

- 5:05 II <u>ANNOUNCEMENTS</u>
- 5:10 III. <u>AWARDS AND RECOGNITIONS</u>

GP-3

GP-3.1

A. Merit Award of Appreciation - US Communities Government Purchasing Alliance

#### 5:15 IV. PUBLIC PARTICIPATION

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

- A. Jamie McAff-Hodge Charter School Experiences
- B. Thomas Weber Communications with parents, students and families
- C. Peter White TCAP Waiver Unfairly Harms Some Metro Students
- D. Karen Pettiford Student Treatment
- E. Pastor Kelvin Walker/Jaziree Smith Community Response to Passages
- F. Carmine Matlock/Devonte Boone/Adia Brown Honoring the stories and experiences of principals, students and teachers in MNPS schools
- G. Rasheedat Fetuga Gideon Army, Restorative Justice
- H. Gary Miller School Board Policy

#### 5:20 V. <u>GOVERNANCE ISSUES</u>

#### A. Actions

ACI	.10115		
1.	Consent		GP-8.3
	a.	Approval of Minutes –6/10/14 Regular Meeting	
	b.	Recommended Award of Contract for Shayne Elementary	
		School Addition – Orion Building Corporation	
	с.	Recommended Award of Contract for Maxwell Elementary	
		School Addition – Bomar Construction Co., Inc.	
	d.	Recommended Award of Contract for Architectural	
		Services – Hume-Fogg Magnet High School Renovations –	
		Kline Swinney Associates	
	e.	Recommended Award of Contract for Architectural	
		Services – New Tusculum Elementary School - Binkley	
		Garcia Architecture	
	f.	Recommended Award of Contract for Architectural	
		Services – New Overton Cluster Elementary School –	
		Johnson Johnson Crabtree Architects P.C.	
	g.	Recommended Award of Contract for Architectural	
		Services – Glencliff Elementary School Addition – Bootstrap	
		Architecture + Construction, LLC	
	h.	Recommended Award of Contract for Architectural	
		Services – Ruby Major Elementary School Addition –	
		Gilbert McLaughlin Casella Architects	
	i.	Recommended Award of Contract for Architectural	
		Services – Glenview Elementary School Addition - Hart	
		Freeland Roberts, Inc.	

j.	Recommended Award of Contract for Architectural Services – East Nashville Magnet High School Band Room Renovation – Vivid1 Architecture, LLC
k.	Recommended Award of Contract for Architectural
к.	Services – Martin Luther King, Jr. Magnet School Addition –
	Bauer Askew Architecture, PLLC
l.	Recommended Approval of Change Order #2 for Hume-
1.	Fogg Magnet High School Gymnasium Addition – D.F.
	Chase, Inc.
m.	Recommended Approval of Change Order #3 for Hume-
	Fogg Magnet High School Gymnasium Addition – D.F.
	Chase, Inc.
n.	Recommended Approval of Change Order #6 for Rose Park
	Middle School Renovations – Messer Construction
	Company
0.	Recommended Approval of Change Order #2 for Norman
	Binkley Elementary School Additions and Renovations –
	Orion Building Corporation
р.	Recommended Approval of Change Order #1 for Granbery
	Elementary School Addition – Orion Building Corporation
q.	Recommended Approval of Request #1 for I. T. Creswell
	Magnet Middle School Auditorium Balcony Seating -
	American Seating
r.	Recommended Approval of Request #1 for District-wide
	Roof Repairs (Donelson Middle School) – Collier Roofing
	Company, Inc.
s.	Recommended Approval of Request #10 for Asbestos
	Abatement Services (Waverly-Belmont Elementary School)
	– Levy Industrial Contractors, Inc.
t.	Recommended Approval of Request #11 for Asbestos
	Abatement Services (McGruder Family Resource Center) –
	Levy Industrial Contractors, Inc.
u.	Recommended Approval of Request #13 for District-wide
	Maintenance, Repairs, and General Construction (Library
	Renovations at Apollo and DuPont-Tyler Middle Schools) –
	Southland Constructors, Inc.
v.	Recommended Approval of Request #14 for District-wide
	Maintenance, Repairs, and General Construction (Julia
	Green Elementary School Soccer Field) – Southland
	Constructors, Inc.
w.	Recommended Approval of Lease with Conexion Americas
	for 7,000 Square Feet of Space to Locate the New South
	Nashville Pre-K Model Center
х.	Awarding of Purchases and Contracts
(1)	A Little Bit of Heaven Christian Learning Center
(2)	Adecco USA
(3)	American Paper & Twine Co.
(4)	American Paper & Twine Co.
(5)	Amplify Education, Inc.
(6)	Apple Inc.
(7)	Best One Tire of Nashville
(8)	Carolina Biological Supply Company
(9)	CDW Government Inc.
(10)	Central States Bus Sales Inc.
(11)	CMS Uniforms & Equipment, Inc.

(12) Dell Marketing, LP

- (13) Digitec LLC
  (14) Discovery Education Assessment, LLC
  (15) Earthwalk Communications, Inc.
  (16) Facility Planners, Inc.
  (17) Family and Children Services
  (18) Georgia State University
  (19) Girtman & Associates, Inc.
- (20) Healthcare Financial Management Association
- (21) Imagine Learning, Inc.
- (22) Insight Education Group, Inc.
- (23) Insight Education Group, Inc.
- (24) Institutional Wholesale Company Inc.
- (25) Institutional Wholesale Company Inc.
- (26) Interface Aust Pty Limited
- (27) Kaplan Early Learning Company
- (28) Lakeshore Learning Materials
- (29) Majestic Systems Integration Co., Inc.
- (30) Microsoft Corporation
- (31) Mid-South Bus Center Inc.
- (32) National Board for Professional Teaching Standards (NBPTS)
- (33) O'Reilly Auto Parts
- (34) Parman Energy Corp.
- (35) PENCIL Foundation
- (36) Plant the Seed
- (37) Purity Dairies, Inc.
- (38) Ricoh USA, Inc.
- (39) St. Luke's Community House
- (40) Southern Regional Education Board (SREB)
- (41) Southern Word Inc.
- (42) System Integrations, Inc.
- (43) TRA, Inc.
- (44) Tyler Technologies, Inc.
- (45) University of Memphis (Confucius Institute)
- (46) Wenger Corporation
- y. Legal Settlement Claim C-30024 (\$95,000)
- z. Compulsory Attendance Waiver
- 2. Recommended Approval of Revisions of EE-12 Instructional Programs, GP-3

## **Board Job Description, EE-17 Charter Schools**

- 5:45 VI. <u>REPORTS</u>
  - A. Director's Report
    - 1. District Accountability Report
    - 2. Start of Schools Report
  - B. Committee Reports
    - 1. Governance
  - C. Board Chairman's Report
    - 1. Update from Board Chair
- 6:30 VII. <u>WRITTEN INFORMATION TO THE BOARD</u> (not for discussion)
  - A. Board Calendar Items
  - B. Sales Tax Collections as of July 20, 2014

# Metropolitan Nashville Public Schools

Board of Education

## Minutes

TOPIC	DISCUSSION/MOTION	FOLLOW-UP/OUTCOME
Roll Call	Present: Dr. Jo Ann Brannon	
	Amy Frogge	
	Dr. Sharon Gentry	
	Michael W. Hayes	
	Elissa Kim	
	Cheryl D. Mayes, Chair	
	Will Pinkston	
	Anna Shepherd, Vice-Chair	
	Jill Speering	
	Dr. Jesse Register, Director of Schools	
	Marquetta Bowling, Student Board Member	
	Akaninyene Eyoh, Student Board Member	
	Ms. Mayes called the meeting to order at 5:00 p.m.	
Pledge of Allegiance	Led by Chris Henson, Chief Financial Officer.	
Student Board Member Recognition	The Board presented Student Board Members with gifts of appreciation for	
	their 2-year tenure on the Board. Ms. Bowling and Mr. Eyoh thanked the	
	Board for allowing them to serve and for their support.	
	ANNOUNCEMENTS	
Chill and Chat	Ms. Speering announced that Maplewood High School would be hosting a	
	"Chill and Chat" with Soledad O'Brien on June 13 <sup>th</sup> at 1:45 p.m.	
Nashville Afterschool Zone Alliance	Ms. Shepherd announced that Marielle Lovecchio, with the PENCIL	
(NAZA)	Foundation, is the new McGavock Zone Director for Nashville Afterschool	
	Zone Alliance (NAZA).	
Nashville Chamber of Commerce Candidate	Ms. Shepherd thanked the Nashville Chamber of Commerce, The Urban	
Forums – District 4	League, and MNEA for sponsoring a series of Board of Education Candidate	
	Forums. The District 4 Candidate Forum will be held June 12 <sup>th</sup> .	
Nashville Emerging Leaders Impact Award	Ms. Shepherd announced that the Nashville Emerging Leaders awarded their	
	Impact Award to Dr. Jesse Register. She also congratulated award finalists:	
	Jeff Syracuse, a Donelson area community leader, Jennifer Berry, Chad High,	
	and Nicole Cobb, who are all MNPS employees.	
Governance Committee Meeting	Ms. Frogge announced that Governance Committee meetings will be held on	
	June 23 <sup>rd</sup> at 5:00 p.m. in the Board Conference Room and July 7 <sup>th</sup> at 7:00 a.m.	
	at the Martin Professional Development Center.	
Nashville Chamber of Commerce Candidate	Ms. Mayes announced that the District 6 Board of Education Candidate Forum	
Forums – District 2 and 6	would be held June 16 <sup>th</sup> , and the District 2 Forum will be held June 17 <sup>th</sup> . Both	
L 10 2014	are at 5:30 p.m.	

## Metropolitan Nashville Public Schools Board of Education

## Minutes

TOPIC	DISCUSSION/MOTION	FOLLOW-UP/OUTCOME
TEA Friend of Education Award	Ms. Mayes announced that the Board received the Friend of Education Award	
	from the Tennessee Education Association (TEA).	
Dr. Brannon – 50 <sup>th</sup> Year Anniversary	The Board presented Dr. Brannon with a token of appreciation in honor of her	
•	50 <sup>th</sup> year in education. Dr. Brannon thanked the Board and community for	
	allowing her to serve.	
	PUBLIC PARTICIPATION	
Austin McMullen – Proposed Hillsboro	Mr. McMullen addressed the Board concerning the proposed Hillsboro Cluster	
Cluster Rezoning	Rezoning. He asked the Board to vote to approve the new zoning plan.	
Kurt Kosack – A New Association of	Mr. Kosack addressed the Board concerning the New Association of	
Teachers/Voters Called Not Bad Teachers	Teachers/Voters Called Not Bad Teachers. Mr. Kosack asked the Board to	
	agree to serve as a Substitute Teacher at least 3 times in the upcoming school	
	year. He also asked the Board to change the system in which a Lead Principal	
	has the power to terminate a teacher's position.	
Tatjana Paterno – Proposed Hillsboro	Ms. Paterno addressed the Board concerning the proposed Hillsboro Cluster	
Cluster Rezoning	Rezoning. She thanked the Board and the Administration for the support and	
8	parental outreach associated with the proposed rezoning plan.	
Jesse Blocher – Waverly-Belmont Zoning	Mr. Blocher addressed the Board concerning the Waverly-Belmont Zoning	
Vote	Vote. Mr. Blocher asked the Board to delay the vote on the Waverly-Belmont	
	Zoning Plan.	
Dr. Elizabeth J. Zechmeister – Proposed	Dr. Zechmeister addressed the Board concerning the proposed Hillsboro	
Hillsboro Cluster Rezoning	Cluster Rezoning. She asked the Board to vote for the rezoning plan.	
Lance Thomas – Zoning Proposal for	Mr. Thomas addressed the Board concerning the Zoning Proposal for	
Hillsboro Cluster	Hillsboro Cluster. He asked the Board to delay the vote on the zoning plan.	
Melanie Moran – Waverly-Belmont	Ms. Moran addressed the Board concerning the new Waverly-Belmont School.	
Weldine Worlding Waverry Demont	She stated that she supported the new school, but would like the Board to delay	
	the vote.	
Kenneth C. Winter – Waverly-Belmont	Mr. Winter addressed the Board concerning the new school at Waverly-	
School	Belmont. He asked the Board to delay the vote on the rezoning plan.	
Laura Swanson – Hillsboro Cluster	Ms. Swanson addressed the Board concerning the rezoning of the Hillsboro	
Rezoning	Cluster. She asked the Board to delay the vote for the rezoning plan.	
Rick Marsh – Waverly-Belmont Zoning and	Mr. Marsh addressed the Board concerning his support for the Waverly-	
	Belmont School. He asked the Board to delay the vote.	
Support for New School		
Scott Greenwood – Zoning Changes related	Mr. Greenwood addressed the Board concerning the rezoning plan for the new	
to Waverly-Belmont School	school at Waverly-Belmont. He asked the Board to delay the vote on the	
	rezoning.	

## Metropolitan Nashville Public Schools Board of Education Minutes June 10, 2014

June 10, 2014				
TOPIC	DISCUSSION/MOTION	FOLLOW-UP/OUTCOME		
<ul> <li>William Smallman – Waverly-Belmont</li> </ul>	Mr. Smallman addressed the Board concerning the Waverly-Belmont Zone.			
School Zone	He asked the Board to delay the vote on the rezoning plan.			
• Elizabeth Frein – Waverly-Belmont School	Ms. Frein addressed the Board concerning the Waverly-Belmont School Zone.			
Zone	She asked the Board not to approve the proposed rezoning plan.			
• Debra Ray Smith – Employee Employment	Ms. Smith addressed the Board concerning Employee Employment Issues.			
Issues	She asked the Board to research her employment issues.			
• Paul Bryant – Employee Employment	Mr. Bryant addressed the Board concerning Employee Employment Issues.			
Issues	He asked the Board to research his employment issues.			
	GOVERNANCE ISSUES			
Consent Agenda	Ms. Shepherd read the following consent agenda: V-A-1-a- Approval of			
-	Minutes - 5/13/14 Regular Meeting; V-A-1-b- Recommended Award of			
	Contract for Stratford High School Renovations – Messer Construction			
	Company; V-A-1-c- Recommended Approval of Change Order #1 for			
	Joelton Middle School Additions and Renovations – Southland			
	Constructors, LLC; V-A-1-d- Recommended Approval of Change Order			
	#3 for Rose Park Middle School Renovations – Messer Construction			
	Company; V-A-1-e- Recommended Approval of Change Order #5 for			
	Rose Park Middle School Renovations – Messer Construction Company;			
	A-1-f- Recommended Approval of Change Order #1 for Norman Binkley			
	<b>Elementary School Additions and Renovations – Orion Building</b>			
	Corporation; V-A-1-g- Recommended Approval of Change Order #2 to			
	the Contract for Asbestos Abatement Services – Levy Industrial			
	Contractors, Inc.; V-A-1-h- Recommended Approval of Supplement #1			
	for New Goodlettsville Middle School – Joint Venture: Artifice/Gresham,			
	Smith and Partners; V-A-1-i- Recommended Approval of Supplement #1			
	for Granbery Elementary School Additions – Adkisson & Associates			
	Architects, Inc. ; V-A-1-j- Recommended Approval of Request #7 for			
	District-wide Maintenance, Repairs, and General Construction (Library			
	<b>Renovations at Apollo and DuPont-Tyler Middle Schools) – Southland</b>			
	Constructors, LLC; V-A-1-k- Recommended Approval of Request #8 for			
	District-wide Maintenance, Repairs, and General Construction (Cafeteria			
	Alterations at Dupont-Tyler Middle School) – Southland Constructors,			
	LLC; V-A-1-I- Recommended Approval of Request #9 for Asbestos			
	Abatement Services (Goodlettsville Middle School) – Levy Industrial			
	Contractors, Inc.; V-A-1-m-Recommended Approval of Request #1 for			
	Bus Training Lot Resurfacing at Antioch Middle School – BAC Paving			
	Company; V-A-1-n- Recommended Approval of Lease Agreement for			

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Board of Education

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DISCUSSION/MOTION	FOLLOW-UP/OUTCOME
5 I	
Innovative Schools, (2.) Apple Inc., (3.) AVID Center, (4.) Battelle for	
Kids, (5.) Blackboard, Inc., (6.) CDW-Government, Inc., (7.) CDW-	
Government, Inc., (8.) CDW-Government, Inc. (9.) CDW-Government,	
Inc., (10.) Community Playthings, (11.) Compass Learning, (12.) Conexion	
Americas, (13.) Dell Marketing LP, (14.) Discovery Education, Inc. (15.)	
Education Networks of America, (16.) Exhibit Shop, (17.) Florida Virtual	
School (18.) Girtman & Associates, Inc., (19.) Global Education Center,	
• • • •	
Application Approval for IDEA/ESEA.	
charter school will be using in the McCann School building.	
Dr. Brannon made the motion to approve the consent agenda. Mr. Hayes	VOTE: 9-0-Unanimous
	<ul> <li>DISCUSSION/MOTION</li> <li>Cameron College Prep Charter School's Use of the Cameron Middle School Building; V-A-1-o- Recommended Approval of Lease Amendment for Nashville Prep Charter School's Use of Space in the McCann School Building; V-A-1-p- Recommended Approval of Lease Amendment for Lipscomb University's Use of Space in the Stokes Building; V-A-1-q-Awarding of Contracts and Purchases (1.) American Alliance for Innovative Schools, (2.) Apple Inc., (3.) AVID Center, (4.) Battelle for Kids, (5.) Blackboard, Inc., (6.) CDW-Government, Inc., (7.) CDW-Government, Inc., (7.) CDW-Government, Inc., (9.) CDW-Government, Inc., (10.) Community Playthings, (11.) Compass Learning, (12.) Conexion Americas, (13.) Dell Marketing LP, (14.) Discovery Education, Inc. (15.) Education Networks of America, (16.) Exhibit Shop, (17.) Florida Virtual School (18.) Girtman &amp; Associates, Inc., (19.) Global Education Center, (20.) Greenwood Publishing dba Heinemann, (21.) Harbinger Knowledge Products Inc., (22.) Herff Jones, Inc. dba Herff Jones/Nystrom, (23.) Interior Design Services, Inc. (24.)Knovation, Inc. (25.) Leonard Stevens Consulting, (26.) Lipscomb University, (27.) Metropolitan Nashville Police Department (28.) Mid-South Bus Center, Inc., (30.) Plant the Seed, (31.) Renaissance Learning, Inc., (32.) Rush Truck Centers Nashville, (33.) Scholastic, Inc., (34.) SDF Professional Computers dba SAI Computers, (35.) Southern Word Inc., (36.) Teaching Strategies, LLC, (37.) Vanderbilt University, (38.) Vanderbilt University – Peabody Research Institute; V-A-1-q- Recommended Approval of Lease Amendment for Nashville Prep Charter School's Use of Space in the McCann School Building from the consent agenda. Ms. Frogge was advised that items should be pulled from the consent agenda before it is read. Mr. Edgens said the lease amendment increases the space and the price per square foot the charter school will be using in the McCann School building.</li> </ul>

## Metropolitan Nashville Public Schools Board of Education

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TOPIC	June 10, 2014 DISCUSSION/MOTION	FOLLOW-UP/OUTCOME
Approval of Zoning Recommendation for the New Elementary School at Waverly- Belmont	<ul> <li>Dr. Register stated that there have been 6 community meetings on the New Elementary School at Waverly-Belmont plan. Modifications have been made from community feedback, and the plan reduces crowding in two elementary schools. Mr. Weber presented the zoning recommendation to the Board.</li> <li>Mr. Pinkston made a motion to defer the vote on the Zoning Recommendation for the New Elementary School at Waverly-Belmont pending public engagement with the neighborhoods that are mostly affected. Ms. Speering seconded.</li> </ul>	VOTE: (3-5) Yes- Frogge, Pinkston, Speering. No – Hayes, Shepherd, Kim, Brannon, Gentry – Motion failed
	<b>Mr. Hayes made a motion to approve the Zoning Recommendation for the New Elementary School at Waverly-Belmont. Ms. Shepherd seconded.</b> Mr. Pinkston said, after the Public Participation portion of the meeting it is clear that there needs to be more discussion and community outreach before the Board votes. There are four reasons the vote should be delayed: (1.) There was not enough community outreach on the front-end, (2.) The plan splits neighborhoods, (3.) The plan lacks diversity, (4.) The process has been rushed. Ms. Speering stated that she has heard from many parents, affected by the rezoning, expressing the concerns that Mr. Pinkston mentioned. Ms. Speering stated that the rezoning plan should be examined by the Diversity Task Force before the Board votes. Ms. Shepherd said, rezoning is a difficult topic and it is impossible to please all parties involved. Waverly-Belmont will be a brand new school, and there should be excitement and high expectations for the school. Delaying the vote will not be beneficial. Ms. Frogge said, neighborhood schools encourage parental participation, and diversity in schools has many benefits. It is important that Waverly-Belmont is a balance of a good neighborhood school with diversity. Delaying the vote to receive more community feedback is a good idea. Mr. Hayes asked the percentage of free and reduced lunch students expected to be at Waverly-Belmont in a year? Mr. Weber said, probably around close to 40%. Mr. Hayes said, the current zoning of Waverly-Belmont meets the district's guidelines of a diverse school. There could have been better community outreach on the front-end, and in the	VOTE: (5-3) Yes – Hayes, Shepherd, Kim, Brannon, Gentry. No – Frogge, Pinkston, Speering

## Metropolitan Nashville Public Schools Board of Education Minutes

TOPIC	DISCUSSION/MOTION	FOLLOW-UP/OUTCOME
Approval of Zoning Recommendation for	future the District needs to be more deliberate in discussions around zoning.	
the New Elementary School at Waverly-	Dr. Gentry said, the Board is being asked to solve a social problem which	
Belmont – continued	includes concentrated areas of poverty and influence. Dr. Register said that	
	Dr. Stevens and Mr. Borkowski, who are both diversity and civil rights	
	specialists, reviewed the Waverly-Belmont zoning plan.	
Males of Color Resolution	Ms. Mayes made a motion to approve the following resolution: Males of	
	Color Initiative: WHEREAS, some 32 percent of the nation's African	
	American males, and some 39 percent of the nation's Hispanic males,	
	attend school each day in one of the Great City School systems; and	
	WHEREAS, the academic achievement of Males of Color in the nation's	
	urban school systems and nationally is well below what it needs to be for	
	these young people to be successful in college and careers; and	
	WHEREAS, disproportionate numbers of Males of Color drop out of	
	urban schools and often have low attendance rates; and WHEREAS,	
	Males of Color disproportionately attend under-resourced schools and are	
	taught by the least-effective teachers; and WHEREAS, the nation's Great	
	City Schools have an obligation to teach all students under their aegis to	
	the highest academic standards and prepare them for successful	
	participation in our nation: BE IT THEREFORE RESOLVED THAT,	
	the Metropolitan Nashville Public Schools system pledges to ensure that	
	its pre-school efforts better serve Males of Color and their academic and	
	social development, and BE IT THEREFORE RESOLVED THAT, the	
	Metropolitan Nashville Public Schools system will adopt and implement	
	elementary and middle school efforts to increase the pipeline of Males of	
	Color who are succeeding academically and socially in our urban schools	
	and who are on track to succeed in high school, and BE IT THEREFORE	
	<b>RESOLVED THAT, the Metropolitan Nashville Public Schools system</b>	
	will keep data and establish protocols that will allow it to monitor the	
	progress of Males of Color and other students in our schools and	
	appropriately intervene at the earliest warning signs; and BE IT	
	THEREFORE RESOLVED THAT, the Metropolitan Nashville Public	
	Schools system will adopt and implement promising and proven	
	approaches to reducing absenteeism, especially chronic absenteeism,	
	among Males of Color, and BE IT THEREFORE RESOLVED THAT, the	
	Metropolitan Nashville Public Schools system will develop initiatives and	
	regularly report on progress in retaining Males of Color in school and	
	reducing disproportionate suspension and expulsion rates, and BE IT	

## Metropolitan Nashville Public Schools Board of Education

Minutes

June 10. 2014

TODIO	June 10, 2014	
TOPIC	DISCUSSION/MOTION	FOLLOW-UP/OUTCOME
Males of Color Resolution - continued	THEREFORE RESOLVED THAT, the Metropolitan Nashville Public	
	Schools system will develop initiatives and regularly report on progress in	
	increasing the numbers of our Males of Color and other students	
	participating in advanced placement and honors courses and gifted and	
	talented programs, and BE IT THEREFORE RESOLVED THAT, the	
	Metropolitan Nashville Public Schools system will strongly encourage	
	colleges of education to adopt curriculum that addresses the academic,	
	cultural, and social needs of Males of Color, and that the District will	
	maintain data on how these teachers do with our Males of Color, and BE	
	IT THEREFORE RESOLVED THAT, the Metropolitan Nashville Public	
	Schools system will develop initiatives and regularly report on progress in	
	increasing the numbers of Males of Color and other students who	
	complete the FASFA, and BE IT THEREFORE RESOLVED THAT, the	
	Metropolitan Nashville Public Schools system will work to reduce as	
	appropriate the disproportionate numbers of Males of Color in special	
	education courses, and BE IT THEREFORE RESOLVED THAT, the	
	Metropolitan Nashville Public Schools system will work to transform high	
	schools with persistently low graduation rates among Males of Color and	
	others and to provide literacy and engagement initiatives with parents.	
	BE IT THEREFORE RESOLVED THAT, the Metropolitan Nashville	
	Public Schools system will engage in a broader discussion and	
	examination of how issues of race, language, and culture affect the work	
	of our district. Ms. Shepherd seconded.	VOTE: 9-0 - Unanimous
• Resolution to Establish a Comprehensive	Mr. Pinkston made a motion to approve the following resolution.	
Public Engagement Initiative	A RESOLUTION BY THE METROPOLITAN NASHVILLE BOARD	
	OF PUBLIC EDUCATION TO ESTABLISH A COMPREHENSIVE	
	PUBLIC ENGAGEMENT INITIATIVE: WHEREAS, the elected	
	Metropolitan Nashville Board of Public Education (the Board) oversees	
	Metro Nashville Public Schools (MNPS), the nation's 42nd-largest school	
	system with 83,000 students; and WHEREAS, the Board's governing	
	policies state that "Board members will represent the interests of the	
	citizens of the entire school district" and that "the job of the Board is to	
	represent the citizens and to lead the organization by determining and	
	demanding appropriate and excellent organizational performance;" and	
	WHEREAS, each member of the Board represents approximately 73,000	
	citizens of Nashville and Davidson County and is directly accountable to	
	the citizens, including voters, parents, students and taxpayers; and	

# Metropolitan Nashville Public Schools

Board of Education

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TOPIC	DISCUSSION/MOTION	FOLLOW-UP/OUTCOME
Resolution to Establish a Comprehensive	WHEREAS, Board members, as elected officials, desire to engage directly	TOLLOW-OF/OUTCOME
Public Engagement Initiative – continued	with citizens to solicit public input regarding the future of MNPS; and	
i ubie Engagement initiative continued	WHEREAS, the Board does not have a comprehensive process to directly	
	engage with citizens. THEREFORE, BE IT RESOLVED, the Board will	
	launch a comprehensive 2014-15 Public Engagement Initiative (Initiative)	
	designed to solicit public input about the future of MNPS and bring	
	citizens, including voters, parents, students and taxpayers, into the	
	Board's decision-making processes; and BE IT FURTHER RESOLVED,	
	the Board will convene during summer 2014 in a special committee of the	
	whole to begin developing the Initiative; and BE IT FURTHER	
	<b>RESOLVED</b> , the Board will engage external capacity, as needed, to	
	provide technical assistance in designing and implementing the Initiative;	
	and BE IT FURTHER RESOLVED, the management of MNPS shall	
	support the Board, as needed, in the development of the Initiative. Mr.	VOTE 0.0 Unonimous
Concent A conde Matien	Hayes seconded.Ms. Speering made the following comments: In order to ensure accountability	VOTE: 9-0 - Unanimous
Consent Agenda Motion	to the community we serve, I propose that the number of items on the Board's	
	consent agenda should not exceed 30 items. On May 13 <sup>th</sup> there were a total of	
	96 items; this number is excessive.	
	Ms. Frogge made a motion that if there are more than 40 items on the	
	consent agenda, a second Board meeting should be scheduled within the	
	month to address the additional consent agenda items. Ms. Speering	
	seconded.	<b>VOTE: 9-0 - Unanimous</b>
	REPORTS	
2. Director's Report	Mr. Latimer presented the Zoning for the New School on Smith Springs Road.	
1. Zoning for New School on Smith		
Springs Road		
2. Charter School Approval Process	Dr. Coverstone presented a Power Point on the Charter School Approval	
	Process.	
	Ms. Frogge asked for more information on the merger of Liberty Collegiate	
	and Nashville Prep. Dr. Coverstone said, the merger was a business operation	
	between the two non-profits. Since that merger, MNPS needed to update the charter to reflect the merger.	

## Metropolitan Nashville Public Schools Board of Education

## Minutes

Julie 10, 2014						
TOPIC	DISCUS	SION/MOTION		FOLLOW-UP/OUTCOME		
3. Notice of Motion	Mr. Pinkston gave notice that he would bring a motion to the next Board					
	meeting that the Board seek addition	nal advice on the calendar v	s. working days			
	interpretation regarding the charter	school approval timeline.				
4. Community Eligibility Program	Mr. Carr and Mr. Taylor announced					
	has implemented a new program ca					
	MNPS has been chosen to participa	te in the pilot program, in w	hich all MNPS			
	students will eat breakfast and lunch	n at no charge.				
3. Committee Report	Ms. Frogge announced that a Gover					
1. Governance Committee	June 23rd at 5:00 p.m. in the Board					
	and July 7th at 7:00 a.m. at the Mar	and July 7th at 7:00 a.m. at the Martin Professional Development Center.				
WRITTEN INFORMATION TO THE BOARD						
Board Calendar Items						
Adjournment	Ms. Frogge adjourned the meeting a	ıt 8:51 p.m.				
Signatures						
	Chris M. Henson Board Secretary	Cheryl D. Mayes Board Chair	Date			

## A. <u>ACTION</u>

#### 2. <u>CONSENT</u>

#### b. <u>RECOMMENDED AWARD OF CONTRACT FOR SHAYNE ELEMENTARY</u> <u>SCHOOL ADDITION – ORION BUILDING CORPORATION</u>

Bid Date: July 22, 2014 Architect: Goodwyn Mills Cawood Bid Time: 2:00 PM

Bidder:	Base Bid:	Alternate 2:	Total:
Orion Building Corporation	\$2,257,000	\$59,900	\$2,316,900
Bomar Construction Co., Inc.	\$2,485,000	\$43,000	\$2,528,000
Edwards Construction, LLC	\$2,490,000	\$32,200	\$2,522,200

It is recommended that this contract be awarded to Orion Building Corporation on the basis of their low bid for the total sum of \$2,316,900.

Projects recently successfully completed:

- Vanderbilt University Rand/Sarratt Dining Hall & Student Center
- Norman Binkley Elementary School
- MTSU Student Health, Wellness, & Recreation Center

Legality approved by Metro Department of Law.

FUNDING: 45014.80404814

DATE: August 12, 2014

#### c. <u>RECOMMENDED AWARD OF CONTRACT FOR MAXWELL ELEMENTARY</u> <u>SCHOOL ADDITION – BOMAR CONSTRUCTION CO., INC.</u>

Bid Date: July 24, 2014 Architect: Melvin Gill & Associates Bid Time: 2:00 PM

Bidder:	Base Bid:	Alt 1:	Alt 2:	Alt 3:	Total:
Bomar Construction Co., Inc.	\$2,080,000	\$19,000	\$20,000	\$3,125	\$2,122,125
Orion Building Corporation	\$2,109,000	\$23,000	\$19,000	\$3,600	\$2,154,600
Kerry G. Campbell, Inc.	\$2,032,755	\$29,325	\$115,545	\$3,619	\$2,181,244
Batten & Shaw, Inc.	\$2,199,000	\$29,600	\$18,850	\$2,030	\$2,249,480

It is recommended that this contract be awarded to Bomar Construction Co., Inc. on the basis of their low bid for the total sum of \$2,122,125.

Projects recently successfully completed:

- Cane Ridge Elementary School
- Apollo Middle School
- Ridley Park Phase II Columbia, TN

Legality approved by Metro Department of Law.

FUNDING: 45014.80404714

DATE: August 12, 2014

### A. <u>ACTION</u>

2. <u>CONSENT</u>

#### d. <u>RECOMMENDED AWARD OF CONTRACT FOR ARCHITECTURAL SERVICES –</u> <u>HUME-FOGG MAGNET HIGH SCHOOL RENOVATIONS – KLINE SWINNEY</u> ASSOCIATES

In accordance with the Board of Education's policy for selecting architects on the basis of past performance, the following architectural firm is being recommended for Renovations at Hume-Fogg Magnet High School.

PROJECT:	FIRM:	AMOUNT:
Hume-Fogg Magnet High School	Kline Swinney Associates	\$1,350,476
Renovations		

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45015.80404915

August 12, 2014

#### e. <u>RECOMMENDED AWARD OF CONTRACT FOR ARCHITECTURAL SERVICES –</u> <u>NEW TUSCULUM ELEMENTARY SCHOOL – BINKLEY GARCIA</u> <u>ARCHITECTURE</u>

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

PROJECT:	FIRM:	AMOUNT:
New Tusculum Elementary School	Binkley Garcia Architecture	\$765,950

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45015.80405015

## A. <u>ACTION</u>

2. <u>CONSENT</u>

#### f. <u>RECOMMENDED AWARD OF CONTRACT FOR ARCHITECTURAL SERVICES –</u> <u>NEW OVERTON CLUSTER ELEMENTARY SCHOOL – JOHNSON JOHNSON</u> <u>CRABTREE ARCHITECTS P.C.</u>

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

PROJECT:	FIRM:	AMOUNT:
New Overton Cluster	Johnson Johnson Crabtree	\$636,252
Elementary School	Architects P.C.	

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45015.80404215

August 12, 2014

#### g. <u>RECOMMENDED AWARD OF CONTRACT FOR ARCHITECTURAL SERVICES –</u> <u>GLENCLIFF ELEMENTARY SCHOOL ADDITION – BOOTSTRAP</u> <u>ARCHITECTURE + CONSTRUCTION, LLC</u>

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

PROJECT:	FIRM:	AMOUNT:
Glencliff Elementary School	Bootstrap Architecture +	\$194,776
Addition	Construction, LLC	

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45015.80404015

### A. <u>ACTION</u>

2. <u>CONSENT</u>

#### h. <u>RECOMMENDED AWARD OF CONTRACT FOR ARCHITECTURAL SERVICES –</u> <u>RUBY MAJOR ELEMENTARY SCHOOL ADDITION – GILBERT MCLAUGHLIN</u> <u>CASELLA ARCHITECTS</u>

In accordance with the Board of Education's policy for selecting architects on the basis of past performance, the following architectural firm is being recommended for the Ruby Major Elementary School Addition.

PROJECT:	FIRM:	AMOUNT:
Ruby Major Elementary School	Gilbert McLaughlin Casella	\$186,775
Addition	Architects	

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45015.80404315

August 12, 2014

#### i. <u>RECOMMENDED AWARD OF CONTRACT FOR ARCHITECTURAL SERVICES –</u> <u>GLENVIEW ELEMENTARY SCHOOL ADDITION – HART FREELAND ROBERTS,</u> <u>INC.</u>

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

PROJECT:	FIRM:	AMOUNT:
Glenview Elementary School	Hart Freeland Roberts, Inc.	\$227,281
Addition		

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45015.80404815

## A. <u>ACTION</u>

2. <u>CONSENT</u>

#### j. <u>RECOMMENDED AWARD OF CONTRACT FOR ARCHITECTURAL SERVICES –</u> <u>EAST NASHVILLE MAGNET HIGH SCHOOL BAND ROOM RENOVATION –</u> <u>VIVID1 ARCHITECTURE, LLC</u>

In accordance with the Board of Education's policy for selecting architects on the basis of past performance, the following architectural firm is being recommended for the East Nashville Magnet High School Band Room Renovation.

PROJECT:	FIRM:	AMOUNT:	
East Nashville Magnet High	Vivid1 Archit	ecture, LLC	\$35,844
School Band Room Renovation			

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45015.80405915

August 12, 2014

#### k. <u>RECOMMENDED AWARD OF CONTRACT FOR ARCHITECTURAL SERVICES –</u> <u>MARTIN LUTHER KING, JR. MAGNET SCHOOL ADDITION – BAUER ASKEW</u> <u>ARCHITECTURE, PLLC</u>

In accordance with the Board of Education's policy for selecting architects on the basis of past performance, the following architectural firm is being recommended for the Martin Luther King, Jr. Magnet School Addition.

PROJECT:	FIRM:	AMOUNT:
Martin Luther King Jr. Magnet	Bauer Askew Architecture,	\$346,300
School Addition	PLLC	

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45015.80404415

## A. <u>ACTION</u>

## 2. <u>CONSENT</u>

#### 1. <u>RECOMMENDED APPROVAL OF CHANGE ORDER #2 FOR HUME-FOGG</u> <u>MAGNET HIGH SCHOOL GYMNASIUM ADDITION – D.F. CHASE, INC.</u>

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

1.	Install new dryer vent without booster fan.	\$ 740.00
2.	Rework existing accessible parking off 7 <sup>th</sup> Avenue	\$ 1,085.00
3.	Replace approximately 10 feet of main water line	
	with copper and provide 1-2 inch backflow preventer. Patch	
	sidewalk where disturbed.	\$ 4,508.00
4.	Re-feed 2 drinking fountains and 3 sinks originally	
	fed from old Girls Locker Room. Install new wall in	
	renovated space.	\$ 3,923.00
5.	Treat existing fungus on plaster walls being repaired.	<u>\$ 5,000.00</u>
	Total	\$15,256.00

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45015.80404915

DATE: August 12, 2014

#### m. <u>RECOMMENDED APPROVAL OF CHANGE ORDER #3 FOR HUME-FOGG</u> <u>MAGNET HIGH SCHOOL GYMNASIUM ADDITION – D.F. CHASE, INC.</u>

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

1. Provide rental fees for contractor parking and laydown area at the off-site parking lot just north of project site. Patching, resurfacing and restriping of the parking lot.		<u>\$233,061.00</u>	
		Total	\$233,061.00
It is recommended that this change order be approved.			
Legality approved by Metro Department of Law.			

FUNDING: 45013.80405413

DATE: August 12, 2014

## A. <u>ACTION</u>

## 2. <u>CONSENT</u>

#### n. <u>RECOMMENDED APPROVAL OF CHANGE ORDER #6 FOR ROSE PARK</u> <u>MIDDLE SCHOOL RENOVATIONS – MESSER CONSTRUCTION COMPANY</u>

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

1. Additional break metal in-lieu of soffits		\$19,305.78
2. Relocate toilets per Plumbing Codes		\$ 996.40
3. Raise existing sidewalks to meet ADA		\$ 8,839.76
4. Handrails at Loading Dock		\$ 5,989.90
5. Lintels in Rest Rooms		\$ 1,166.00
6. Undercut Pervious Paving		\$ 7,568.40
7. Change grade at Back Entrance		\$13,586.02
8. Stage Curtain repair		\$ 1,060.00
9. Conduit for ATT		\$ 5,184.08
10. Sound Board rough-in for Auditorium		\$ 4,139.74
11. Patch concrete soffits around building		\$ 1,919.76
12. Patch auditorium floor		\$ 4,452.00
13. Credit for caulking walks		(\$9,276.00)
14. Add EH2 ductwork and tie in		\$ 1,390.14
15. Painting soffits at lights		<u>\$ 4,582.38</u>
	Total	\$70,904.36

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45013.80405313

DATE: August 12, 2014

#### o. <u>RECOMMENDED APPROVAL OF CHANGE ORDER #2 FOR NORMAN BINKLEY</u> <u>ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS – ORION BUILDING</u> <u>CORPORATION</u>

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

1. Supply and install kitchen equipment\$119,409.00

Total \$119,409.00

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45013.80404413

DATE: August 12, 2014

## A. <u>ACTION</u>

2. <u>CONSENT</u>

#### p. <u>RECOMMENDED APPROVAL OF CHANGE ORDER #1 FOR GRANBERY</u> <u>ELEMENTARY SCHOOL ADDITION – ORION BUILDING CORPORATION</u>

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

 1. Increase the In-Contract Contingency Amount to cover additional costs in the work
 \$118,000.00

Total \$118,000.00

It is recommended that this change order be approved.

Legality approved by Metro Department of Law.

FUNDING: 45014.80404414

DATE: August 12, 2014

#### q. <u>RECOMMENDED APPROVAL OF REQUEST #1 FOR I. T. CRESWELL MAGNET</u> <u>MIDDLE SCHOOL AUDITORIUM BALCONY SEATING - AMERICAN SEATING</u>

We are requesting approval to issue a purchase order for the purchase and installation of Auditorium Balcony Seating at I. T. Creswell Magnet Middle School from American Seating in the amount of \$31,231.15.

Funding: 45014.80405814

Date: August 12, 2014

#### r. <u>RECOMMENDED APPROVAL OF REQUEST #1 FOR DISTRICT-WIDE ROOF</u> <u>REPAIRS (DONELSON MIDDLE SCHOOL) – COLLIER ROOFING COMPANY,</u> <u>INC.</u>

We are requesting approval to issue a purchase order against the existing contract for District-wide Roof Repairs for the Roof Repairs at Donelson Middle School in the amount of \$35,600.

Funding: 45014.80406214

Date: August 12, 2014

#### A. <u>ACTION</u>

2. <u>CONSENT</u>

#### s. <u>RECOMMENDED APPROVAL OF REQUEST #10 FOR ASBESTOS ABATEMENT</u> <u>SERVICES (WAVERLY-BELMONT ELEMENTARY SCHOOL) – LEVY</u> <u>INDUSTRIAL CONTRACTORS, INC.</u>

We are requesting approval to increase the existing purchase order for the Asbestos Abatement Services contract for Abatement Services performed at Waverly-Belmont Elementary School in the amount of \$65,000.

Funding: 45014.80405614

Date: August 12, 2014

#### t. <u>RECOMMENDED APPROVAL OF REQUEST #11 FOR ASBESTOS ABATEMENT</u> <u>SERVICES (MCGRUDER FAMILY RESOURCE CENTER) – LEVY INDUSTRIAL</u> <u>CONTRACTORS, INC.</u>

We are requesting approval to increase the existing purchase order for the Asbestos Abatement Services contract for Abatement Services performed at McGruder Family Resource Center in the amount of \$33,000.

Funding: 45014.80405614

Date: August 12, 2014

u. <u>RECOMMENDED APPROVAL OF REQUEST #13 FOR DISTRICT-WIDE</u> <u>MAINTENANCE, REPAIRS, AND GENERAL CONSTRUCTION (LIBRARY</u> <u>RENOVATIONS AT APOLLO AND DUPONT-TYLER MIDDLE SCHOOLS) –</u> <u>SOUTHLAND CONSTRUCTORS, INC.</u>

We are requesting approval to increase the existing purchase order for District-wide Maintenance, Repairs, and General Construction for the Renovations of the Apollo and Dupont-Tyler Middle School Libraries in the amount of \$3,465.

Funding: Metro Library Funds

Date: August 12, 2014

v. <u>RECOMMENDED APPROVAL OF REQUEST #14 FOR DISTRICT-WIDE</u> <u>MAINTENANCE, REPAIRS, AND GENERAL CONSTRUCTION (JULIA GREEN</u> <u>ELEMENTARY SCHOOL SOCCER FIELD) – SOUTHLAND CONSTRUCTORS,</u> <u>INC.</u>

We are requesting approval to increase the existing purchase order for District-wide Maintenance, Repairs, and General Construction for the Julia Green Elementary School Soccer Field in the amount of \$35,052.43.

Funding: 45014.80405114

Date: August 12, 2014

## A. <u>ACTION</u>

2. <u>CONSENT</u>

#### W. <u>RECOMMENDED APPROVAL OF LEASE WITH CONEXION AMERICAS FOR</u> 7,000 SQUARE FEET OF SPACE FOR THE NEW SOUTH NASHVILLE PRE-K MODEL CENTER

We are requesting approval to execute a lease with Conexion Americas for the New South Nashville Pre-K Model Center at 2195 Nolensville Road in the amount of \$7,289.58 per month.

Fund: 35131 Business Unit: 80101186.505231.2328910

Date: August 12, 2014

- x. Awarding of Purchases and Contracts
- (1) VENDOR: A Little Bit of Heaven Christian Learning Center

SERVICE/GOODS: Contractor provides preschool educational services to special needs children in classrooms serving typically developing children in age appropriate settings.

TERM: August 13, 2014 through July 31, 2015

FOR WHOM: MNPS Pre-K students with special needs

COMPENSATION: Contractor's fee is \$66 per child per week. Total compensation under this contract is not to exceed \$30,000.

**OVERSIGHT:** Exceptional Education

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

MBPE Contract Number:2-235547-02Legal Control Number:PendingSource of Funds:Operating Budget

- A. <u>ACTION</u>
  - 2. <u>CONSENT</u>
  - x. <u>Awarding of Purchases and Contracts</u>
  - (2) VENDOR: Adecco USA

SERVICE/GOODS: Purchase requisition #87950 for temporary workers. This purchase piggybacks the Metro Nashville Government contract with Adecco USA.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: Central Services

COMPENSATION: Total purchase for this requisition is not to exceed \$180,000.

**OVERSIGHT:** Central Services

EVALUATION: Responsiveness and quality of services and personnel provided.

MBPE Contract Number:Metro Nashville contract #19658Legal Control Number:N/ASource of Funds:Operating Budget

- x. Awarding of Purchases and Contracts
- (3) VENDOR: American Paper & Twine Co.

SERVICE/GOODS: Disposable Kitchen Towels for MNPS Nutrition Services. This contract is awarded from MNPS Invitation to Bid # B15-1.

TERM: August 1, 2014 through June 30, 2015

FOR WHOM: Nutrition Services

COMPENSATION: Total compensation under this contract is not to exceed \$55,150.

**OVERSIGHT:** Nutrition Services

EVALUATION: Timeliness of deliveries and quality of products provided.

MBPE Contract Number:2-171088-02Legal Control Number:PendingSource of Funds:Nutrition Services Fund

- A. <u>ACTION</u>
  - 2. <u>CONSENT</u>
  - x. <u>Awarding of Purchases and Contracts</u>
  - (4) VENDOR: American Paper & Twine Co.

SERVICE/GOODS: General Supplies for MNPS Nutrition Services. This contract is awarded from MNPS Invitation to Bid # B14-56.

TERM: August 1, 2014 through June 30, 2015

FOR WHOM: Nutrition Services

COMPENSATION: Total compensation under this contract is not to exceed \$994,260.12.

**OVERSIGHT:** Nutrition Services

EVALUATION: Timeliness of deliveries and quality of products provided.

MBPE Contract Number:2-171088-01Legal Control Number:PendingSource of Funds:Nutrition Services Fund

- x. <u>Awarding of Purchases and Contracts</u>
- (5) VENDOR: Amplify Education, Inc.

SERVICE/GOODS:

1. On-line subscription to the "Beacon Bundle", which provides an assessment creation tool, item bank, and online testing in math, reading, social studies, and science (Grades 2-12).

- 2. Assessments developed by Amplify (delivered electronically and hard copy).
- 3. One-day training classes for up to 25 participants each.

TERM: August 13, 2014 through August 12, 2015

FOR WHOM: Teachers and staff at iZone Elementary Schools

#### COMPENSATION:

Beacon on-line subscription:	\$7.46 per student
Assessments:	\$1,200 each
Training:	\$3,200 per day

Total compensation under this contract is not to exceed \$38,956.

OVERSIGHT: Innovation

EVALUATION: Quality of products and services provided.

MBPE Contract Number:2-167642-02Legal Control Number:PendingSource of Funds:Federal – School Improvement Grant II

## A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (6) VENDOR: Apple Inc.

SERVICE/GOODS: Purchase requisitions #88522 and #88523, each for 26 Apple ZOPF MacBooks and 3-year AppleCare Protection Plans, to be delivered to the MNPS Career and Technical Education Department. These purchases piggyback the State of Tennessee contract with Apple, Inc.

TERM: August 13, 2014 through December 31, 2014

FOR WHOM: Career and Technical Education students

COMPENSATION: MacBook: \$1,699 each AppleCare: \$119 each

Total purchases for these requisitions are not to exceed \$94,536.

OVERSIGHT: Career and Technical Education

EVALUATION: Timeliness of delivery and quality of products purchased.

MBPE Contract Number:Tennessee State contract #4036535Legal Control Number:N/ASource of Funds:Federal – Carl Perkins Grant

#### x. <u>Awarding of Purchases and Contracts</u>

(7) VENDOR: Best One Tire of Nashville

SERVICE/GOODS: Purchase requisition #87497 for vehicle tires. This purchase piggybacks the Metro Nashville Government contract with Best One Tire of Nashville.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: Transportation

COMPENSATION: Total purchase for this requisition is not to exceed \$50,000.

**OVERSIGHT:** Transportation

EVALUATION: Timeliness of delivery and quality of items purchased.

MBPE Contract Number:Metro contract #326537Legal Control Number:N/ASource of Funds:Operating Budget

## A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (8) VENDOR: Carolina Biological Supply Company

SERVICE/GOODS: Purchase requisitions #88167 and #87159, for biological specimens, textbooks, and lab supplies to be used at various MNPS schools. These purchases piggyback the National Joint Powers Alliance (NJPA) contract with Carolina Biological Supply Company.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: MNPS Biology teachers and students

COMPENSATION: Total purchases for these requisitions are not to exceed \$124,741.23.

**OVERSIGHT:** Leadership and Learning

EVALUATION: Timeliness of delivery and quality of items purchased.

MBPE Contract Number:NJPA contract #101713-CBSLegal Control Number:N/ASource of Funds:Operating Budget

- x. Awarding of Purchases and Contracts
- (9) VENDOR: CDW Government Inc.

SERVICE/GOODS: Purchase requisition #88419 for 33 Projector screens and mounting hardware. This purchase piggybacks The Cooperative Purchasing Network (TCPN) contract with CDW-G.

TERM: August 13, 2014 through December 31, 2014

FOR WHOM: Technology and Information Services

COMPENSATION: Total purchase for this requisition is not to exceed \$25,476.

**OVERSIGHT:** Technology and Information Services

EVALUATION: Timeliness of delivery and quality of parts purchased.

MBPE Contract Number:TCPN contract #R123456Legal Control Number:N/ASource of Funds:Operating Budget

- A. <u>ACTION</u>
  - 2. <u>CONSENT</u>
  - x. <u>Awarding of Purchases and Contracts</u>
  - (10) VENDOR: Central States Bus Sales Inc.

SERVICE/GOODS: Purchase requisition #88009 for parts for school buses. Vendor is the exclusive distributor of Bluebird brand bus parts in middle Tennessee.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: Transportation

COMPENSATION: Total purchase for this requisition is not to exceed \$50,000.

**OVERSIGHT:** Transportation

EVALUATION: Timeliness of delivery and quality of parts purchased.

MBPE Contract Number:N/ALegal Control Number:N/ASource of Funds:Operating Budget

- x. <u>Awarding of Purchases and Contracts</u>
- (11) VENDOR: CMS Uniforms & Equipment, Inc.

SERVICE/GOODS: Purchase requisition #88015 for uniforms. This purchase piggybacks the Metro Nashville Government contract with CMS Uniforms & Equipment, Inc.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: Facility and Grounds Maintenance

COMPENSATION: Total purchase for this requisition is not to exceed \$60,000.

OVERSIGHT: Facility and Grounds Maintenance

EVALUATION: Timeliness of delivery and quality of products purchased.

MBPE Contract Number:Metro contract #19346Legal Control Number:N/ASource of Funds:Operating Budget

## A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (12) VENDOR: Dell Marketing, LP

SERVICE/GOODS: Purchase requisitions #87618, for 26 Optiplex 9020 Mini Towers to be installed at Stratford High School, and #87731, for 25 Optiplex 9020 Mini Towers to be installed at John Overton High School. These purchases piggyback the Wilson County School District contract with Dell Marketing, LP.

TERM: August 13, 2014 through December 31, 2014

FOR WHOM: Students and staff at Stratford High School and John Overton High School

COMPENSATION: Total purchases for these requisitions are not to exceed \$64,897.94.

**OVERSIGHT:** Technology and Information Services

EVALUATION: Timeliness of delivery and quality of parts purchased.

MBPE Contract Number:Wilson County School District contract #13ABXLegal Control Number:N/ASource of Funds:Federal – Title I

#### x. <u>Awarding of Purchases and Contracts</u>

(13) VENDOR: Digitec LLC

SERVICE/GOODS: Purchase requisition #87708 for the annual lease payment for 3 copiers installed at the MNPS Martin Center.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: MNPS personnel utilizing the copy services at the Martin Center

COMPENSATION: Total purchase for this requisition is not to exceed \$25,188.36.

OVERSIGHT: Learning Technology

EVALUATION: Service responsiveness.

MBPE Contract Number:N/ALegal Control Number:N/ASource of Funds:Operating Budget

## A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (14) VENDOR: Discovery Education Assessment, LLC

SERVICE/GOODS: Contract to allow individual MNPS schools to continue purchasing student licenses and Professional Development for Contractor's Predictive Assessment System for Tennessee. These products and services will no longer be purchased from this Contractor at the district level. Contractor provides materials, scoring, and on-line data access for assessments of grades 3-8, Algebra I, Biology, and English II. There is no minimum purchase volume required.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: MNPS teachers, administrators, and selected Central Office staff members

COMPENSATION: Annual license fee is \$8.00 per student. On-site Professional Development is \$2,500 per session (25 attendees per session). On-line Professional Development is \$250 per session. Total compensation under this contract is not to exceed \$100,000.

OVERSIGHT: Research, Assessment, and Evaluation

EVALUATION: Timeliness and availability of materials and data.

MBPE Contract Number:2-476804-04Legal Control Number:PendingSource of Funds:Operating Budget

## A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (15) VENDOR: Earthwalk Communications, Inc.

SERVICE/GOODS: Purchase requisition #88149 for fourteen (14) Minimax 32 carts for Lenovo laptops. This purchase piggybacks the BuyBoard Cooperative Purchasing contract with Earthwalk Communications, Inc.

TERM: August 13, 2014 through December 31, 2014

FOR WHOM: Technology and Information Services

COMPENSATION: Unit price for the Minimax cart is \$1,847.

Total purchase for this requisition is not to exceed \$25,858.

**OVERSIGHT:** Technology and Information Services

EVALUATION: Timeliness of delivery and quality of the products purchased.

MBPE Contract Number:BuyBoard contract #409-12Legal Control Number:N/ASource of Funds:Capital Funds

#### x. <u>Awarding of Purchases and Contracts</u>

(16) VENDOR: Facility Planners, Inc.

SERVICE/GOODS: Furniture for Pre-K classrooms.

TERM: August 13, 2014 through June 30, 2015

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

COMPENSATION: Total compensation under this contract is not to exceed \$114,000.

**OVERSIGHT:** Early Learning

EVALUATION: Timeliness of delivery and quality of products provided.

MBPE Contract Number:2-909016-01Legal Control Number:PendingSource of Funds:Operating Budget

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (17) VENDOR: Family and Children Services

SERVICE/GOODS: First Amendment to the contract, adding compensation for the existing services provided under the contract. Contractor maintains Family Resource Centers at the following schools:

- Park Avenue Elementary School
- Pearl-Cohn Entertainment Magnet High School

TERM: August 1, 2012 through July 31, 2017

FOR WHOM: MNPS students and parents at the serviced schools

COMPENSATION: Contractor will be paid \$28,667.04 for each Family Resource Center supported.

Total compensation under this contract is not to exceed \$57,334.08.

**OVERSIGHT: Student Services** 

EVALUATION: Quality of services provided.

MBPE Contract Number:2-00238-00A2Legal Control Number:PendingSource of Funds:Tennessee Family Resource Centers Grant

- x. <u>Awarding of Purchases and Contracts</u>
- (18) VENDOR: Georgia State University

SERVICE/GOODS: Contractor will provide funding (tuition, materials, and fees) for 23 MNPS teachers to receive Reading Recovery coursework and professional development in Contractor's academic program. Contractor's funding source is an i3 Grant.

TERM: August 13, 2014 through August 12, 2015.

FOR WHOM: Selected MNPS teachers

COMPENSATION: Total funding to be provided by Contractor is approximately \$155,055.

OVERSIGHT: Literacy

#### EVALUATION:

1. Rate of successful completion of the course of study by participating MNPS teachers.

2. Retention rate of teachers completing the program.

MBPE Contract Number:2-00111-01Legal Control Number:PendingSource of Funds:Contractor's Federal i3 Grant

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (19) VENDOR: Girtman & Associates, Inc.

SERVICE/GOODS: Purchase requisitions #87200 and #88031 for locks and associated hardware. These purchases piggyback the State of Tennessee contract with Girtman & Associates (via Bass Security Services).

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: Facility and Grounds Maintenance

COMPENSATION: Total purchases for these requisitions are not to exceed \$316,850.

**OVERSIGHT:** Facility and Grounds Maintenance

EVALUATION: Timeliness of deliveries and quality of the products purchased.

MBPE Contract Number:State of Tennessee Contract #103Legal Control Number:N/ASource of Funds:Capital Funds (\$278,000) / Operating Budget (\$38,850)

- x. <u>Awarding of Purchases and Contracts</u>
- (20) VENDOR: Healthcare Financial Management Association

SERVICE/GOODS: On-line curriculum courses for Career and Technical Education students specializing in Financial Management for the Healthcare Industry. This contract supports MNPS' 3-year pilot program to assess the effectiveness of this course of study.

TERM: August 13, 2014 through June 30, 2017

FOR WHOM: MNPS students enrolled in Healthcare Industry Financial Management

COMPENSATION: Non-concurrent individual licenses are \$100 per student annually and include access to all 128 eLearning courses offered by Contractor. The initial schedule for the pilot includes 125 licenses in year 1, 175 licenses in year 2, and 130 licenses in year 3. Total compensation under this contract is not to exceed \$43,000.

OVERSIGHT: Career and Technical Education

EVALUATION: Timeliness and availability of materials and data.

MBPE Contract Number:2-223453-00Legal Control Number:PendingSource of Funds:Operating Budget

## A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (21) VENDOR: Imagine Learning, Inc.

SERVICE/GOODS: Purchase requisition #88518 for site licenses at Haywood Elementary School and J.E. Moss Elementary School. Contractor provides a software program that accelerates English Learning and is focused on oral language, academic vocabulary, reading, and first-language support. This purchase piggybacks The School District of Philadelphia contract with Imagine Learning, Inc.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: English Learning staff and students at Haywood Elementary School and J.E. Moss Elementary School

COMPENSATION: Total purchase for this requisition is not to exceed \$80,000.

OVERSIGHT: English Learners

EVALUATION: Timeliness of delivery and quality of parts purchased.

MBPE Contract Number:The School District of Philadelphia award from Bid No. RFQ-<br/>022212Legal Control Number:N/ASource of Funds:Federal – Title III-A

## A. <u>ACTION</u>

### 2. <u>CONSENT</u>

- x. <u>Awarding of Purchases and Contracts</u>
- (22) VENDOR: Insight Education Group, Inc.

SERVICE/GOODS: Third amendment to the contract, adding 19 days of on-site training and 6 days of off-site research, review, and development for the 2014-2015 school year at Robert Churchwell Museum Magnet Elementary School. Training will consist of:

- 8 days: teacher training and development
- 3 days: coaching of instructional leaders
- 8 days: teacher leadership training and development
- 6 days: off-site research, review, and development for all on-site service delivery

TERM: July 1, 2013 through August 1, 2015

FOR WHOM: Staff and teachers at Robert Churchwell Museum Magnet Elementary School

#### COMPENSATION:

On-site training:\$3,100 per dayOff-site training:\$15,000

This amendment increases total compensation under the contract by \$73,900.

Total compensation under this contract is not to exceed \$176,400.

**OVERSIGHT:** Innovation

EVALUATION: Evaluations completed by program participants.

MBPE Contract Number:2-00564-00A3Legal Control Number:PendingSource of Funds:Federal – School Improvement Grant II

## A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (23) VENDOR: Insight Education Group, Inc.

SERVICE/GOODS: Second amendment to the contract, adding 6 days of training (professional development, school design, and coaching) for the 2014 summer academy at Robert Churchwell Museum Magnet Elementary School.

TERM: July 1, 2013 through August 1, 2015

FOR WHOM: Staff and teachers at Robert Churchwell Museum Magnet Elementary School

COMPENSATION: This amendment increases total compensation under the contract by \$15,000.

Total compensation under this contract is not to exceed \$102,500.

**OVERSIGHT:** Innovation

EVALUATION: Participant evaluations.

MBPE Contract Number:2-00564-00A2Legal Control Number:PendingSource of Funds:Federal – School Improvement Grant II

- x. <u>Awarding of Purchases and Contracts</u>
- (24) VENDOR: Institutional Wholesale Company Inc.

SERVICE/GOODS: General Supplies for MNPS Nutrition Services. This contract is awarded from MNPS Invitation to Bid # B14-56.

TERM: August 1, 2014 through June 30, 2015

FOR WHOM: Nutrition Services

COMPENSATION: Total compensation under this contract is not to exceed \$52,590.65.

**OVERSIGHT:** Nutrition Services

EVALUATION: Timeliness of deliveries and quality of products provided.

MBPE Contract Number:2-172501-04Legal Control Number:PendingSource of Funds:Nutrition Services Fund

- A. <u>ACTION</u>
  - 2. <u>CONSENT</u>
  - X. <u>Awarding of Purchases and Contracts</u>
  - (25) VENDOR: Institutional Wholesale Company Inc.

SERVICE/GOODS: Purchase Frozen Dairy products for MNPS Nutrition Services. This contract is awarded from MNPS Invitation to Bid # B14-57.

TERM: August 1, 2014 through June 30, 2015

FOR WHOM: Nutrition Services

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

**OVERSIGHT:** Nutrition Services

EVALUATION: Timeliness of deliveries and quality of products provided.

MBPE Contract Number:2-172501-05Legal Control Number:PendingSource of Funds:Nutrition Services Fund

- x. Awarding of Purchases and Contracts
- (26) VENDOR: Interface Aust Pty Limited

SERVICE/GOODS: Purchase requisition #87087 for carpeting at various MNPS schools. This purchase piggybacks the National Joint Powers Alliance (NJPA) contract with Interface Aust Pty Limited.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: MNPS staff and students

COMPENSATION: Total purchase for this requisition is not to exceed \$100,000.

OVERSIGHT: Facility and Grounds Maintenance

EVALUATION: Timeliness of delivery and quality of the products purchased.

MBPE Contract Number: Legal Control Number: Source of Funds: NJPA contract #R130402 N/A Operating Budget

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (27) VENDOR: Kaplan Early Learning Company

SERVICE/GOODS: Purchase requisitions #88363 and #88758 for educational materials to be used in Pre-K classrooms. These purchases piggyback the BuyBoard Cooperative Purchasing contract with Kaplan Early Learning Company.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: MNPS Pre-K teachers and students

COMPENSATION: Total purchases for these requisitions are not to exceed \$116,954.57.

**OVERSIGHT:** Early Learning

EVALUATION: Timeliness of delivery and quality of the products purchased.

MBPE Contract Number:BuyBoard contract #406-12Legal Control Number:N/ASource of Funds:Operating Budget

- x. Awarding of Purchases and Contracts
- (28) VENDOR: Lakeshore Learning Materials

SERVICE/GOODS: Purchase requisition #88609 for educational materials for MNPS Pre-K classes. This purchase piggybacks The Cooperative Purchasing Network (TCPN) contract with Lakeshore Learning Materials.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: MNPS Pre-K students and teachers

COMPENSATION: Total purchase for this requisition is not to exceed \$25,504.68.

OVERSIGHT: Early Learning

EVALUATION: Timeliness of delivery and quality of products provided.

MBPE Contract Number:TCPN contract #R4931Legal Control Number:N/ASource of Funds:Operating Budget

- A. <u>ACTION</u>
  - 2. <u>CONSENT</u>
  - x. <u>Awarding of Purchases and Contracts</u>
  - (29) VENDOR: Majestic Systems Integration Co., Inc.

SERVICE/GOODS: Purchase requisition #88077 for continued consulting services in support of the Data Warehouse.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: Technology and Information Services

COMPENSATION: Total purchase for this requisition is not to exceed \$140,000.

**OVERSIGHT:** Technology and Information Services

EVALUATION: Quality of consulting services provided.

MBPE Contract Number:N/ALegal Control Number:N/ASource of Funds:Operating Budget

- x. <u>Awarding of Purchases and Contracts</u>
- (30) VENDOR: Microsoft Corporation

SERVICE/GOODS: Fifth Amendment to the contract, adding Premier Support Services for the 2014-2015 school year, as described below:

- Support Account Management (estimated at 100 hours)
- Up to 10 hours for workshops and support assistance
- Up to 34 hours for problem resolution support
- Unlimited User Access to Premier Online Website

TERM: June 28, 2011 through July 15, 2015

FOR WHOM: All MNPS system users

COMPENSATION: This Amendment increases total compensation by \$51,776. Total compensation under this contract is not to exceed \$335,880.

OVERSIGHT: Technology and Information Services

EVALUATION: Services and training delivered.

MBPE Contract Number:2-569703-00A5Legal Control Number:PendingSource of Funds:Operating Budget

- A. <u>ACTION</u>
  - 2. <u>CONSENT</u>
  - x. <u>Awarding of Purchases and Contracts</u>
  - (31) VENDOR: Mid-South Bus Center Inc.

SERVICE/GOODS: Purchase requisition #88008 for parts for school buses. Vendor is the exclusive distributor of Thomas brand bus parts in middle Tennessee.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: Transportation

COMPENSATION: Total purchase for this requisition is not to exceed \$150,000.

**OVERSIGHT:** Transportation

EVALUATION: Timeliness of delivery and quality of parts purchased.

MBPE Contract Number:N/ALegal Control Number:N/ASource of Funds:Operating Budget

- x. <u>Awarding of Purchases and Contracts</u>
- (32) VENDOR: National Board for Professional Teaching Standards (NBPTS)

SERVICE/GOODS: Testing and scoring of teacher examinations for NBPTS Certification.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: MNPS teachers pursuing NBPTS Certification

COMPENSATION: \$475 per component plus a \$75 non-refundable applicant fee.

If a teacher fails to complete the full certification process, MNPS will receive a refund for all fees paid on behalf of that teacher.

Total compensation under this contract is not to exceed \$42,000.

OVERSIGHT: Human Capital

EVALUATION: Certification rate for teachers who apply for Certification.

MBPE Contract Number:2-00547-02Legal Control Number:PendingSource of Funds:Federal - Title IIA

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (33) VENDOR: O'Reilly Auto Parts

SERVICE/GOODS: Purchase requisition #88011 for auto and bus parts. This purchase piggybacks the E&I Cooperative Services contract with O'Reilly Auto Parts.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: Transportation

COMPENSATION: Total purchase for this requisition is not to exceed \$50,000.

**OVERSIGHT:** Transportation

EVALUATION: Timeliness of delivery and quality of parts purchased.

MBPE Contract Number:E&I contract #11770Legal Control Number:N/ASource of Funds:Operating Budget

#### x. <u>Awarding of Purchases and Contracts</u>

(34) VENDOR: Parman Energy Corp.

SERVICE/GOODS: Purchase requisition #87496 for vehicle oils and fluids. This purchase piggybacks the Metro Nashville Government contract with Parman Energy Corp.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: Transportation

COMPENSATION: Total purchase for this requisition is not to exceed \$25,000.

OVERSIGHT: Transportation

EVALUATION: Timeliness of delivery and quality of items purchased.

MBPE Contract Number:Metro contract #19382Legal Control Number:N/ASource of Funds:Operating Budget

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (35) VENDOR: PENCIL Foundation

SERVICE/GOODS: First Amendment to the contract, adding compensation for the existing services provided under the contract. Contractor maintains Family Resource Centers at the following schools:

- Antioch High School
- Bordeaux Elementary School
- Glencliff High School
- Madison Middle School
- Maplewood High School
- Tusculum Elementary School

TERM: August 1, 2012 through July 31, 2017

FOR WHOM: MNPS students and parents at the serviced schools

COMPENSATION: Contractor will be paid \$28,667.04 for each Family Resource Center supported.

Total compensation under this contract is not to exceed \$172,002.24.

OVERSIGHT: Student Services

EVALUATION: Quality of services provided.

MBPE Contract Number:2-171814-07A1Legal Control Number:PendingSource of Funds:Tennessee Family Resource Centers Grant

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (36) VENDOR: Plant the Seed

SERVICE/GOODS: First Amendment to the contract, increasing compensation and expanding the scope of services. Contractor provides programming and professional development in support of the MNPS Pre-K program.

TERM: June 11, 2014 through June 30, 2015

FOR WHOM: MNPS Pre-K staff and teachers

COMPENSATION: This Amendment increases total compensation by \$25,000.

Total compensation under this contract is not to exceed \$200,000.

OVERSIGHT: Early Learning

EVALUATION: Timeliness and quality of services provided.

MBPE Contract Number:2-177008-00A1Legal Control Number:PendingSource of Funds:Operating Budget

#### x. <u>Awarding of Purchases and Contracts</u>

(37) VENDOR: Purity Dairies, Inc.

SERVICE/GOODS: Milk and Dairy products for MNPS Nutrition Services. This contract is awarded from MNPS Invitation to Bid # B14-62.

TERM: August 1, 2014 through June 30, 2015

FOR WHOM: Nutrition Services

COMPENSATION: Purity Dairies total compensation for this contract is not to exceed \$1,862,668.65

**OVERSIGHT:** Nutrition Services

EVALUATION: Timeliness of deliveries and quality of products provided.

MBPE Contract Number:2-172500-03Legal Control Number:PendingSource of Funds:Nutrition Services Fund

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. Awarding of Purchases and Contracts
- (38) VENDOR: Ricoh USA, Inc.

SERVICE/GOODS: Lease of two copiers for Federal Programs. This contract piggybacks the U.S. Communities contract with Ricoh USA, Inc.

TERM: May 14, 2014 through May 13, 2019

FOR WHOM: Federal Programs

COMPENSATION:

Lease rate:\$1,065.42 per month (includes toner and staples)Click rate:\$.0039 per copy for black and white; \$.043 for color

Total compensation under this contract is not to exceed \$63,925.20, plus click charges.

OVERSIGHT: Federal Programs

#### **EVALUATION:**

1. Performance and uptime of copiers.

2. Responsiveness and quality of ongoing service and support.

MBPE Contract Number: 2-560387-03 Legal Control Number: Pending Source of Funds: Federal – NCLB Consolidated Admin

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (39) VENDOR: St. Luke's Community House

SERVICE/GOODS: Third Amendment to the contract, extending the term and adding compensation for the 2014-2015 and 2015-2016 school years. Contractor provides community-based Pre-K classrooms.

TERM: August 1, 2012 through July 31, 2016

FOR WHOM: Select MNPS Pre-K students

COMPENSATION: Contractor shall be paid the annual State of Tennessee Pre-K classroom allocation minus the annual salary/benefits for a Pre-K teacher provided by MNPS.

This Amendment increases total compensation under the contract by \$20,000.

Total compensation under this contract is not to exceed \$40,000.

OVERSIGHT: Leadership and Learning

EVALUATION: Based on periodic assessments such as PALS-Pre-K, ECERS, ELLCO and others assessments identified in the contract.

MBPE Contract Number:2-524841-01A3Legal Control Number:PendingSource of Funds:State of Tennessee Pre-K Grant

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (40) VENDOR: Southern Regional Education Board (SREB)

SERVICE/GOODS: Fourth amendment to the contract, adding 3 days of literacy design consulting.

TERM: August 15, 2012 through August 14, 2015.

FOR WHOM: Selected teachers from iZone Middle Schools

COMPENSATION: This amendment increases total compensation under the contract by \$5,280.

Total compensation under this contract is not to exceed \$900,130.

OVERSIGHT: Innovation

EVALUATION:1. Increases in student achievement in reading and math to meet ambitious student learning goals.2. Qualitative feedback from the school regarding services rendered.

MBPE Contract Number:2-00375-00A4Legal Control Number:PendingSource of Funds:Federal – School Improvement Grant II

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (41) VENDOR: Southern Word Inc.

SERVICE/GOODS: Eighth Amendment to the contract, adding residencies in poetry and speaking at the MNPS schools listed below.

- J.E. Moss Elementary School
- Pearl-Cohn Entertainment Magnet High School
- Jere Baxter Middle School
- Hume-Fogg Academic Magnet High School
- Martin Luther King Academic Magnet School
- Nashville Big Picture High School

TERM: September 28, 2011 through September 27, 2016

FOR WHOM: MNPS students participating in Contractor's poetry and speaking programs

COMPENSATION: This Amendment increases total compensation under the contract by \$27,700.

Total compensation under this contract is not to exceed \$150,100.

OVERSIGHT: Leadership and Learning

EVALUATION: End of residency student surveys and feedback from schools.

MBPE Contract Number2-695329-01A8Legal Control Number:PendingSource of Funds:Tennessee Arts Commission Grant

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (42) VENDOR: System Integrations, Inc.

SERVICE/GOODS: Individual student licenses of Contractor's A+ on-line courses and instruction, used for credit recovery.

TERM: August 13, 2014 through June 30, 2015

FOR WHOM: All MNPS students requiring credit recovery

COMPENSATION: Individual concurrent student license fee ranges from \$245 to \$800, depending on the total number of licenses purchased. Total compensation under this contract is not to exceed \$200,000.

OVERSIGHT: Learning Technology

EVALUATION: Timeliness and availability of materials and data.

MBPE Contract Number:2-686871-02Legal Control Number:PendingSource of Funds:Operating Budget

- x. Awarding of Purchases and Contracts
- (43) VENDOR: TRA, Inc.

SERVICE/GOODS: 2014-2015 maintenance fee for School Funds Online software.

TERM: August 13, 2014 through July 31, 2015

FOR WHOM: All MNPS schools

COMPENSATION: Total compensation under this contract is not to exceed \$60,733.20.

OVERSIGHT: School Audit

EVALUATION: Service responsiveness.

MBPE Contract Number:2-100125-01Legal Control Number:N/ASource of Funds:Operating Budget

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (44) VENDOR: Tyler Technologies, Inc.

SERVICE/GOODS: Student Transportation Management System. Features of the system include:

- e-Link (real-time bus status & location)
- Triptracker (field trip scheduling & management)
- Fleetvision (bus maintenance & management)
- Onscreen (vehicle GPS tracking)
- MyStop (location and dynamic arrival time for bus stops)
- eTimekeeper (time & attendance for bus drivers)
- Incident Management (student incidents & discipline)

TERM: August 13, 2014 through July 31, 2017

FOR WHOM: Transportation

 COMPENSATION:

 Year 1:
 \$1,102,655

 Year 2:
 \$373,064

 Year 3:
 \$386,120

Total compensation under this contract is not to exceed \$1,861,839.

OVERSIGHT: Transportation

#### **EVALUATION:**

1. Performance and uptime for the software & hardware components provided.

2. Adherence to implementation schedule.

3. Quality of ongoing service support.

MBPE Contract Number:2-665465-00Legal Control Number:PendingSource of Funds:Capital Funds

#### A. <u>ACTION</u>

- 2. <u>CONSENT</u>
- x. <u>Awarding of Purchases and Contracts</u>
- (45) VENDOR: University of Memphis (Confucius Institute)

SERVICE/GOODS: Contractor provides Chinese Language and Confucius Classroom Teachers (total of seven teachers) for the 2014-2015 school year. In addition to the contract service fee, MNPS is responsible for the costs of housing, utilities, insurance, and local transportation for the teachers.

TERM: August 1, 2014 through May 31, 2015

FOR WHOM: MNPS students attending Chinese Language or Confucius Classroom classes

COMPENSATION: Compensation to the Contractor is a fixed fee of \$126,000. The additional expenses for teachers' housing, transportation, insurance, and utilities are paid from the Operating Budget by separate purchases.

Total compensation under this contract is not to exceed \$126,000.

**OVERSIGHT:** Leadership and Learning

EVALUATION: Based on standard MNPS teacher performance evaluations.

MBPE Contract Number:2-141115-01Legal Control Number:PendingSource of Funds:Operating Budget

- x. Awarding of Purchases and Contracts
- (46) VENDOR: Wenger Corporation

SERVICE/GOODS: Purchase requisition #87167 for music instrument storage products, to be installed at Oliver Middle School. This purchase piggybacks The Cooperative Purchasing Network (TCPN) contract with Wenger Corporation.

TERM: August 13, 2014 through December 31, 2014

FOR WHOM: Staff and students at Oliver Middle School

COMPENSATION: Total purchase for this requisition is not to exceed \$55,289.

OVERSIGHT: Facility Planning and Construction

EVALUATION: Timeliness of delivery and quality of the products provided.

MBPE Contract Number:TCPN contract #R-4925Legal Control Number:N/ASource of Funds:Capital Funds

#### **LEASE AGREEMENT**

This Lease Agreement (the "Agreement") is made, entered into and effective as of the  $1^{st}$  day of August, 2014, by and between THE METROPOLITAN NASHVILLE PUBLIC SCHOOLS (MNPS) and Conexion Americas, a non-profit 501-(c)(3) corporation (Lessor). (MNPS and Lessor may be collectively referred herein as the "Parties".)

WHEREAS, Conexion Americas is the owner of and controls the property and improvements at 2195 Nolensville Road, Nashville, TN 37211; and

WHEREAS, MNPS desires to utilize a portion of the property and improvements at 2195 Nolensville Road for use as a school for pre-kindergarten students (the "Permitted Use" as further described in Item 4 herein); and

WHEREAS, Lessor wishes to lease, demise and let unto MNPS, and MNPS wishes to take and lease from Lessor a portion of the certain real property located at 2195 Nolensville Road, Nashville, Tennessee 37211, which includes both the Land and permanent Improvements now or hereafter located on the Land (the certain portion of the Land and the Improvements being leased are herein collectively referred to as the "Premises"); and

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. <u>Lease.</u> This Agreement shall become effective upon execution by all parties hereto. By this Agreement, Lessor leases, demises, and lets unto the MNPS and MNPS takes and leases from Lessor, pursuant to the terms, provisions and conditions set forth in the Agreement, a portion of that certain improved real property at 2195 Nolensville Road consisting of approximately 6,998 square feet and more particularly described in Exhibit A, a copy of which is attached hereto and incorporated herein, and also including parking spaces in the parking area immediately adjacent to the building and more particularly described in Section 17 herein.

#### 2. <u>Term and Termination.</u>

(a) Term. The initial term of this Agreement (the "Term") shall be for ten (10) years commencing on August 1, 2014, and shall expire on the last day of June, 2024, at which time the leasehold, and all improvements thereon, shall revert to Lessor free and clear of all liens, claims, or encumbrances whatsoever. This lease shall not become effective until and after all signatories listed below have affixed their signature and the Lease has been approved by the Metropolitan Nashville Board of Education.

At the end of the initial Term, Lessee shall have two options to extend the Term for an additional period of five (5) years each. MNPS shall exercise such option(s) to extend the Term by giving Lessor not less than one hundred twenty (120) days written notice prior to the expiration of the initial Term and not less than one hundred twenty (120) days written notice prior to the expiration of the initial option period.

(b) Termination for funding. Lessor and MNPS agree that the Leased Premises will be used to conduct a pre-kindergarten school program. If at any time during the Term funding for the Lease is discontinued by the Metropolitan Government and/or the Metropolitan Nashville Board of Education, MNPS shall have the right to immediately terminate the Lease by giving a 60-day written notice of such termination.

(c) Termination for convenience. Notwithstanding any other terms or provisions of this Agreement, after July 1, 2017, MNPS or Lessor shall have the right to terminate this lease for any reason upon one hundred eighty (180) days written notice delivered in accordance with the provisions of Section 20 herein.

In the event of a termination of the Agreement by MNPS pursuant to this section, Lessor shall have no obligation to reimburse MNPS for any amount expended by MNPS with respect to the Premises, including, without limitation, any Tenant Improvement Expenditures (as defined herein).

In the event of termination of the Agreement by Lessor pursuant to this section, Lessor shall pay a termination fee equal to the unamortized portion of MNPS' Tenant Improvement costs, as certified pursuant to Section 7 of this lease and amortized over the entire Term on a straight line basis.

Notwithstanding any other terms or provisions of this Agreement, in the event of a termination of the Agreement by Lessor, MNPS shall have no obligation to vacate the premises prior to the end of the then current school year.

**3.** <u>**Purpose.**</u> The purpose of this Agreement is to provide MNPS with a suitable location and space to conduct a Pre-Kindergarten School.

4. <u>Permitted Use.</u> MNPS may occupy and use the Premises for classroom and administrative office space to operate a Pre-Kindergarten School and for other business in support thereof.

MNPS is not permitted, in accordance with the requirements stated in Paragraph 10 hereof, to sub-lease the Premises.

**5.** <u>**Rental.**</u> Beginning with the commencement date and continuing through the first five (5) years of the Term, MNPS hereby covenants and agrees to pay to Lessor as hereinafter provided, an annual rental, payable in monthly installments, in accordance with the payment schedule shown in Exhibit B, attached hereto and made a part hereof (the MNPS Rental Schedule ).

Commencing with the sixth  $(6^{th})$  year of the lease and each year thereafter, including any extension years, the rental rate shall be adjusted at a cumulative rate of two and one-half (2.5%) per annum.

MNPS shall make all monthly Rental Payments to Conexion Americas. Monthly Rental Payments shall be due by the 1<sup>st</sup> of each month and sent to the attention of:

Renata Soto, Executive Director Conexion Americas 2195 Nolensville Road Nashville, TN 37211

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

Except as provided in Paragraph 7 of this Agreement, 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 Lessor upon expiration or earlier termination of this Agreement, free and clear of any liens or encumbrances whatsoever.

7. <u>Improvements by MNPS.</u> All Tenant Improvements and equipment installed by MNPS 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.

All Tenant Improvements shall be and remain the property of MNPS until the expiration or earlier termination of the Term, at which time all right, title and interest of MNPS in and to the Premises shall revert to Lessor. MNPS may remove, prior to the expiration or earlier termination of the Term, any trade fixtures, signs and other personal property of MNPS not permanently affixed to the Premises that may be removed without damage to the Premises ("MNPS' Property"). Any portion of MNPS' property not removed prior to such expiration or earlier termination of the Term shall be deemed to be abandoned by MNPS.

Within sixty (60) days of the receipt of a Use and Occupancy Permit by MNPS, a duly authorized officer of MNPS shall provide to Lessor a written statement certifying (a) the amount of total construction costs incurred by MNPS 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. MNPS agrees to conform with all of Metro's signage standards and agrees not to display, install inscribe, paint or affix any signs, advertisements or notices upon the Premises without the prior written consent of Lessor, which shall not be unreasonably withheld.

8. <u>Maintenance.</u> MNPS will keep the Premises at all times in good, clean, and healthy condition commensurate with housekeeping standards required of all MNPS schools. MNPS shall maintain and make necessary repairs to the Premises and the fixtures and equipment therein and appurtenances thereto including the electrical, mechanical, plumbing, HVAC, and other systems located on the Premises. Lessor shall make all necessary repairs or replacement of the exterior of the Premises and the fixtures and equipment thereon and appurtenances thereto. Lessor shall be responsible for maintaining the structural integrity and condition of the roof, structural walls, and foundation of the building.

The parking area existing on the commencement date of the Lease, and consisting of 89 parking spaces, shall be considered "Common Area" for the purposes of this lease. During the entire term of the Lease and at the end of any year Lessor incurs costs to maintain the exterior Common Area, including sealing and striping, repair of pavement, landscaping, etc., MNPS shall reimburse the Lessor a pro rata share equal to 24% of such Lessor's costs. The pro rata basis is determined by using the percentage of the total building space occupied by MNPS. The pro rata calculation shall be based on MNPS occupying 6,998 sq. ft. of the total 28833 square feet of the facility.

Subject to MNPS's security policies and with appropriate notification in advance so as not to disrupt classes or school functions, Lessor has the right to enter the Premises to inspect the Premises at reasonable intervals during MNPS' regular business hours, or at any time in case of emergency, to determine whether MNPS has complied with and is complying with the terms and conditions of this Agreement. Lessor may also enter the Premises to perform any and all things which Lessee is obligated to do, but has failed to do after reasonable notice.

9. <u>MNPS' Property</u>. MNPS places any and all of its property in the Leased Premises at its sole risk, and Lessor has no liability or responsibility for any damage to or theft of such property.

**10.** <u>Assignment and Subleasing.</u> It is agreed and understood by all Parties that MNPS shall not assign this Agreement or allow same to be assigned by operation of law or otherwise, or sublet the Premises or any part thereof without the prior written consent of the Lessor.

**11.** <u>Surrender of Premises</u>. Upon expiration or earlier termination of this Agreement, MNPS shall quietly and peaceably surrender the Leased Premises in as good a condition as the Leased Premises were in at the commencement of this lease, normal wear and tear excepted.

**12.** <u>Insurance</u>. MNPS hereby advises Lessor that MNPS shall self-insure against the risks of loss which would be covered by commercial general liability insurance, workers compensation insurance and automobile liability insurance. MNPS shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. MNPS' liability in tort is governed by the provisions of the

Governmental Tort Liability Act. MNPS has a self-insurance against such claims which only covers claims and losses against MNPS.

**13.** <u>Indemnification and Hold Harmless</u>. Lessor agrees to indemnify and hold MNPS, its officers, agents and/or employees harmless from and against any and all lawsuits, damages and expenses, including court cost and attorneys' fees, by reason of any claim and/or liability imposed, claims and/or threatened against MNPS, its officials, agents and/or employees for the willful misconduct or negligent acts or omissions of Lessor, its employees or agents.

Neither Lessor nor any of its agents, servants, directors, officers or employees ("<u>Lessor</u>") shall be liable in any manner to MNPS or any other party for any injury to or death of persons or for any loss of or damage to property of MNPS, its employees, agent, customers, invitees, or to others, regardless of whether such property is entrusted to employees of the Lessor, or such loss or damage is occasioned by casualty, theft, or any other cause of whatsoever nature, unless caused solely by the willful misconduct or negligence of Lessor. In no event shall Lessor be liable in any manner to MNPS or any other party as the result of the acts or omissions of MNPS, its agents, employees, contractors or any other tenant of the Building.

#### 14. <u>Default; Remedies; Costs</u>.

(a) The failure of MNPS to perform or comply with any term, obligation or covenant of this Agreement shall be a default. In the event of any such default, MNPS shall have a thirty (30) day period to cure or commence to cure following MNPS' receipt of written notice from Lessor, which notice shall specify such default. If MNPS has not cured or commenced to cure such default so specified in Lessor's notice within such thirty (30) days, then Lessor shall have the right at its election to immediately terminate the Lease upon written notice to MNPS.

(b) The remedies provided to Lessor in the preceding paragraph shall be in addition to any other rights Lessor may have under law or equity. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies.

(c) In the event of any breach of this Lease by Lessor, MNPS will give Lessor written notice specifying such breach and Lessor shall have thirty (30) days after receipt of such notice to commence to cure such default and shall diligently pursue such cure thereafter. In the event of an uncured event of default by Lessor, MNPS shall be entitled to pursue any and all remedies available under Tennessee law.

**15.** <u>Independent Contractors</u>. Nothing contained herein shall be deemed or construed to create any partnership or joint venture between MNPS and Lessor. All activities by MNPS or its employees or subcontractors under the terms of this Agreement shall be carried on by MNPS, its employees or subcontractors, as an independent contractor and not as an agent for or employee of Lessor. Under no circumstances shall any employee of Lessor or any employee of its subcontractors be deemed or construed to be an employee of MNPS.

16. <u>Governing Law; Compliance with Laws</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. MNPS agrees that all activities at the Premises shall comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, boards and officers thereof.

**17.** <u>**Parking.**</u> Throughout the Term of this Lease, provided MNPS is not in default under the terms and conditions of this Lease, Lessor shall provide MNPS, at no additional charge, twelve (12) parking spaces in the parking area immediately adjacent to the Premises to be exclusively reserved for MNPS staff and vendors and additional parking spaces to accommodate MNPS visitor/parent parking. The visitor/parent parking spaces shall be unreserved and subject to the reasonable rules and regulations that Lessor may impose from time to time.

Lessor acknowledges that vehicles will queue around the Common Area during drop-off and pick-up of students. Lessor further acknowledges that at special events during the school year, MNPS could require as many as eighty (80) parking spaces and Lessor agrees to cooperate with MNPS to make this number of spaces available. MNPS agrees to provide Lessor with a copy of the school calendar listing such events and will further provide Lessor written notice at least ten (10) days prior to the scheduled date of the event.

**18.** <u>No Modifications or Amendments</u>. This Agreement shall not be modified, altered or amended, except in writing as agreed to by all Parties and approved by the Metropolitan Board of Education.

#### 19. <u>Omitted</u>

**20.** <u>Notice</u>. All notices herein provided to be given, or which may be given, by any of the Parties to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To MNPS at:	Metropolitan Nashville Public Schools 2601 Bransford Avenue Nashville, TN 37204 Attn: Director of Planning and Construction
With copies sent to:	Director of Public Property Metropolitan Government of Nashville – Davidson County P.O. Box 196300 Nashville, Tennessee 37219-6300
To Lessor at:	Executive Director Conexion Americas 2195 Nolensville Road Nashville, TN 37211

**21.** <u>Authority</u>. Lessor and each individual executing this Agreement on behalf of Lessor hereby represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of Lessor, that Lessor is duly authorized to enter into this Agreement, and that this Agreement is enforceable against said entity in accordance with its terms. Lessor shall deliver to MNPS evidence of such authority, satisfactory to MNPS, upon request.

22. <u>Liens</u>. MNPS covenants and agrees that none of its contractors, suppliers, laborers or other persons whosoever shall file a mechanics' lien for work done or materials furnished. If at any time there shall be evidence of any lien or claim for which, if established, Lessor might become liable, and which might, in any event, be chargeable to Lessor, MNPS shall immediately dispense of such claim, and if MNPS fails to do so, MNPS shall repay Lessor all sums which Lessor is compelled to pay in discharging or otherwise disposing of such lien or claim.

23. <u>Waiver</u>. A waiver by either party of any of the terms and conditions of this Agreement, in any one instance, shall not be deemed or construed to be a waiver of such terms or conditions for the future, or any subsequent breach thereof.

**24.** <u>Headings</u>. The headings in this Agreement are for convenience only, and not to be construed as part of this Agreement and shall not in any way affect the interpretation of this Agreement.

**25.** <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

26. <u>Counterparts.</u> This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. <u>Entire Agreement</u>. This Agreement, including any exhibits hereto, represents the entire understanding of the Parties and supersedes all written or oral agreements between them with respect to the transactions contemplated herein.

**28.** <u>ADA Obligations</u>. MNPS will insure that the Premises complies with the requirements of the Metropolitan Government's ADA Compliance Office and with the Americans with Disabilities Act (ADA) and with the Justice Department Standards for Accessible Design (JDSAD), initially set forth at 28 C.F.E. Part 36m App. A, effective on the date of implementation.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

#### METROPOLITAN NASHVILLE PUBLIC SCHOOLS:

The Metropolitan Nashville Public Schools

By: \_\_\_\_\_

By: \_\_\_\_\_

**Approved As To The Availability of Funds:** 

Director of Finance

**APPROVED AS TO INSURANCE:** 

Director of Insurance/Risk Management

**APPROVED AS TO FORM AND LEGALITY:** 

Metropolitan Attorney

**LESSOR:** 

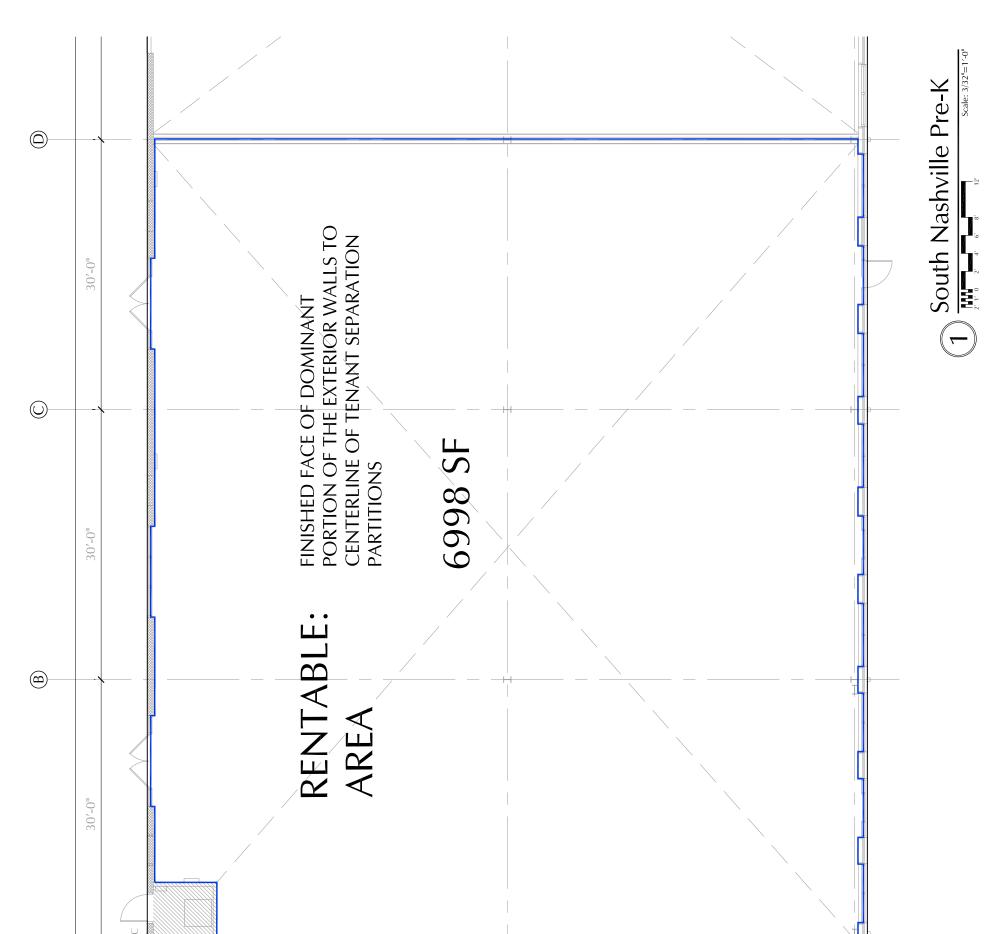
CONEXION AMERICAS

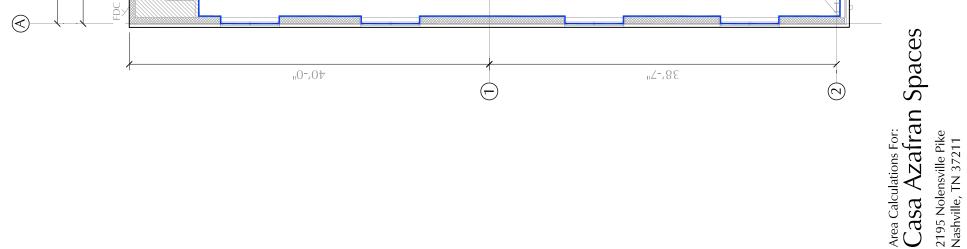
By:

Renata Sota, Executive Director

Sworn to and subscribed to before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

# **EXHIBIT** A





### Page 9 of 10

### EXHIBIT B

### Annual Rental Rates

	<u>Rate Per Sq. Ft.</u>			
Year 1-5	\$12.50			
Year 6	\$12.81			
Year 7	\$13.13			
Year 8	\$13.46			
Year 9	\$13.80			
Year 10	\$14.14			
First Extension	(if exercised)			
Year 11	\$14.50			
Year 12	\$14.86			
Year 13	\$15.23			
Year 14	\$15.61			
Year 15	\$16.00			
Second Extension (if exercised)				
Year 16	\$16.40			
Year 17	\$16.81			
Year 18	\$17.23			
Year 19	\$17.66			
Year 20	\$18.10			

# Memorandum

То:	Jesse Register, Ed. D., Director of Schools		
From:	Alvin Jones, Executive Director, Support Services		
Date:	8/5/14		
Re:	Compulsory Attendance Waiver Request		

This request for exemption from compulsory school attendance has been reviewed. The request meets the guidelines for exemption as approved by the State Board of Education and MNPS policy. I recommend approval of this request.

	NAME	AGE	SCHOOL	Waiver	Waiver/ GED
K.S.		17	Glencliff HS	х	
K.P.		17	Out of County		х

Metropolitan Nashville Public Schools

2014 State Accountability Results August 12, 2014

## State Accountability Results

• MNPS students met or made safe harbor for the majority of the district's annual measureable objectives for <u>all</u> students, putting MNPS in the <u>Achieve</u> category for overall achievement.

• Achievement gaps for all 16 accountability measures are narrower for MNPS students than for comparable subgroups statewide.

• The district made satisfactory improvement for the Socioeconomically Disadvantaged, Economically Disadvantaged, and English Learner subgroups.

• All racial/ethnic subgroups met State improvement targets except the Asian subgroup – which has the highest achievement of all subgroups and was within 8 students of meeting this standard.

• These results put the district in the following Gap Closure category: In Need of Subgroup Improvement for Asian Students.

## State Accountability Results

• MNPS students continued to make TCAP gains in Reading, Math Science, surpassing statewide growth in grades 3-8 for all three subjects.

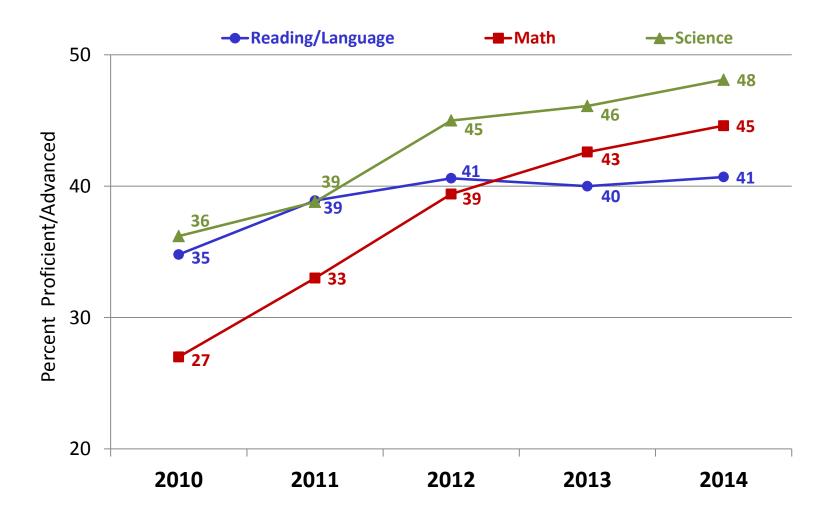
• Since the introduction of the 2009-2010 standards, we have seen proficiency increase on TCAP by 6 percentage points for Reading, 18 for Math, and 12 for Science – translating to an increase this year of over <u>3800</u> students per subject.

• Our high school students made significant one-year increases for English I (6%) and English II (7.6%) End of Course exams, almost doubling the statewide gains.

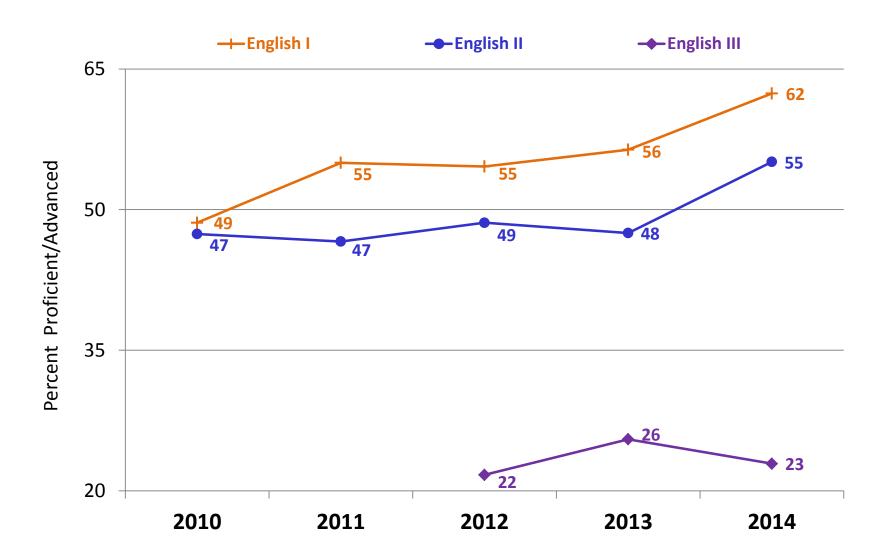
• Since 2010 proficiency has increased by 14 percentage points for English I, 8 for English II, 19 for Algebra I, and 9 for Biology I – resulting in an average of almost <u>700</u> more students per subject scoring Proficient or Advanced.

• District results have increased by 1 percentage point for English III and 12 points for Algebra II since these End of Course exams first appeared in 2012.

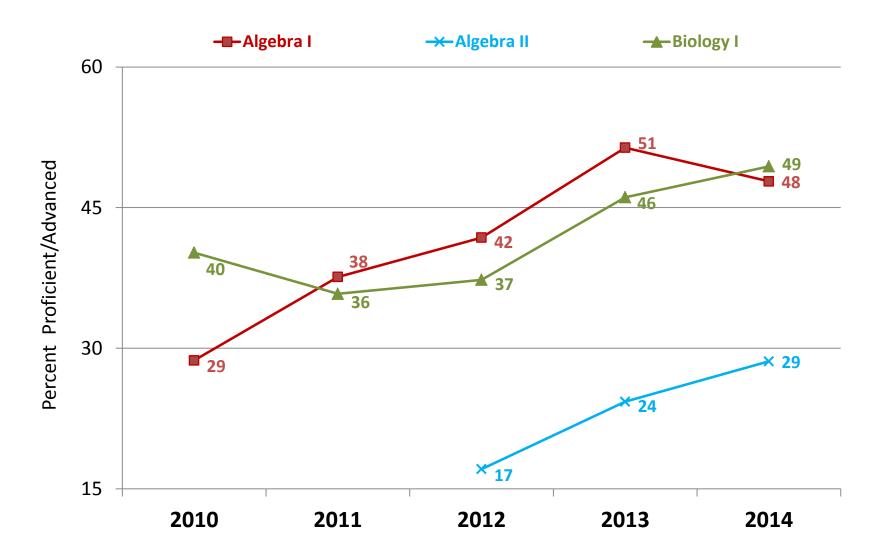
### **MNPS TCAP Achievement Test Results for Grades 3-8**



### MNPS End of Course Exam Results for Grades 9-12



### MNPS End of Course Exam Results for Grades 9-12

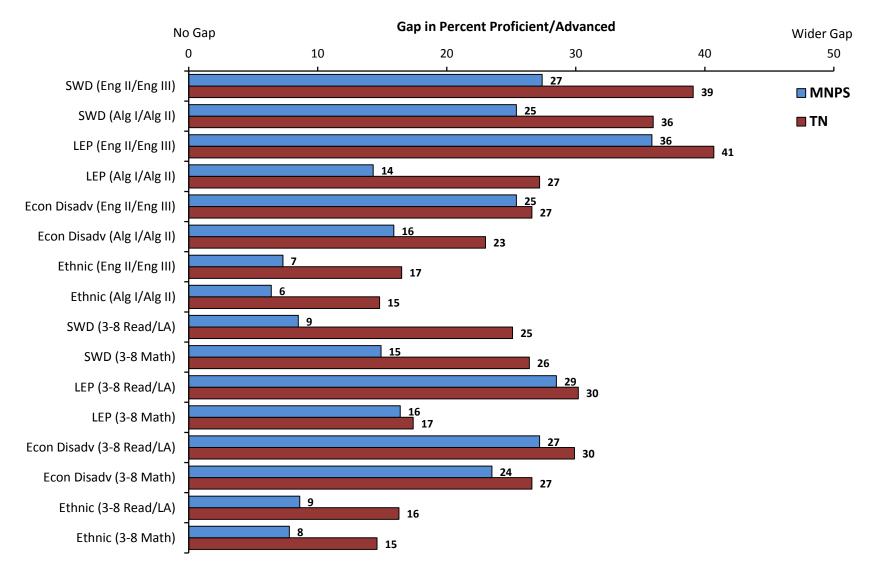


## 2014 One-Year Increase in Percent of Students Scoring Proficient or Advanced: MNPS and Statewide

Grades/Subject	MNPS	Statewide
3-8 Reading/LA	+ 0.7	- 1.0
3-8 Math	+ 2.0	+ 0.5
3-8 Science	+ 2.0	+ 1.0
9-12 English I	+ 6.0	+ 3.3
9-12 English II	+ 7.6	+ 3.9
9-12 English III	- 2.6	- 1.5
9-12 Algebra I*	- 3.6	+ 2.1
9-12 Algebra II	+ 4.4	+ 5.9
9-12 Biology I	+ 3.3	+ 1.2

\* There was a one-year increase in 2013 in the number of students taking Algebra I in middle school.

## 2014 MNPS Achievement Gaps Relative to State



Note: An achievement gap is the difference between a subgroup and a comparison (peer) group in the percent of students scoring proficient or advanced. The larger the number, the wider the gap. The numbers above compare the achievement gaps for MNPS students to gaps for students statewide for each subgroup and subject.

August 13, 2014 Wednesday				
1:00 PM - 2:00 PM	Insurance Trust Board Conference Room			
2:15 PM - 2:30 PM	Governance Committee - Rescheduled Board Conference Room The committee will only vote on EE-12 during this meeting.			
2:30 PM - 5:00 PM	<b>Teaching and Learning Committee - Rescheduled Board Conference Room</b> New Meeting Date/Time August 13 <sup>th</sup> from 2:30 p.m. – 5:00 p.m.			
August 19, 2014 Tuesday				
5:00 PM - 6:00 PM	Special Called Board Meeting Board Room			
	Special Called Board Meeting to review the amended charte Collegiate Academy.	r application from STRIVE		
·		r application from STRIVE		
-		r application from STRIVE		
<b>September 03, 2014</b> Wednesday		r application from STRIVE		

5:00 PM - 5:30 PM

Tuesday

Regular Board Meeting -- Boardroom Regular Board Meeting Every Second Tuesday at 5:00pm

### Sales Tax Collections As of July 20, 2014

General Purpose Fund 35131 and Debt Service Fund 25104					
MONTH	TOTAL 2012 - 2013 COLLECTIONS	TOTAL 2013 - 2014 COLLECTIONS	\$ Change For Month	% Change For Month	% Increase/Decrease Year-To-Date
September	\$15,329,184.16 \$	16,486,133.64 \$	1,156,949.48	7.02%	7.02%
October	15,985,102.21	16,932,330.10	947,227.89	5.59%	6.30%
November	16,307,521.66	17,383,598.55	1,076,076.89	6.19%	6.26%
December	16,262,111.76	17,129,837.71	867,725.95	5.07%	5.96%
January	16,975,964.36	16,774,937.14	(201,027.22)	-1.20%	4.54%
February	20,719,904.55	21,661,174.23	941,269.68	4.35%	4.50%
March	15,256,973.25	15,403,404.97	146,431.72	0.95%	4.05%
April	14,763,373.54	15,657,354.69	893,981.15	5.71%	4.24%
May	17,784,775.75	18,753,521.23	968,745.48	5.17%	4.35%
June	16,641,748.39	17,625,198.03	983,449.64	5.58%	4.48%
July	16,846,900.77	18,030,792.58	1,183,891.81	6.57%	4.67%
August	19,022,539.90	-			
TOTAL	\$201,896,100.30	\$191,838,282.87	\$8,964,722.47		4.67%

	2013-2014	2013-2014	TOTAL 2013-2014	2013-2014	Difference to
MONTH	DEBT SVS (Fund 25104)	OPERATIONS (Fund 35131)	COLLECTIONS	Projections	Meet Projections
September	\$ 1,271,913.40	\$15,214,220.24	\$ 16,486,133.64	\$15,654,140.27	\$831,993.37
October	1,306,337.68	15,625,992.42	16,932,330.10	16,323,962.81	608,367.29
November	1,341,153.27	16,042,445.28	17,383,598.55	16,653,217.08	730,381.47
December	1,321,575.49	15,808,262.22	17,129,837.71	16,606,844.56	522,993.15
January	1,294,194.74	15,480,742.40	16,774,937.14	17,335,829.78	(560,892.64)
February	1,671,170.36	19,990,003.87	21,661,174.23	21,159,135.98	502,038.25
March	1,188,380.35	14,215,024.62	15,403,404.97	15,580,398.59	(176,993.62)
March (adj)	4,697,363.00	(4,697,363.00)	-	-	-
April	1,207,972.69	14,449,382.00	15,657,354.69	15,076,335.30	581,019.39
May	1,446,843.48	17,306,677.75	18,753,521.23	18,161,786.78	591,734.45
June	1,359,792.79	16,265,405.24	17,625,198.03	16,994,528.92	630,669.11
June (adj)	2,007,304.00	(2,007,304.00)	-	-	-
July	2,086,626.91	15,944,165.67	18,030,792.58	17,204,030.23	826,762.35
August	-	-	-	19,425,789.70	
TOTAL	\$22,200,628.16	\$169,637,654.71	\$191,838,282.87	\$206,176,000.00	\$5,088,072.57