



AGENDA

METROPOLITAN BOARD OF PUBLIC EDUCATION
2601 Bransford Avenue, Nashville, TN 37204
Regular Meeting – January 10, 2023 – 5:00 p.m.
Rachael Anne Elrod, Chair

I. CONVENE and ACTION

- A. Call to Order
- B. Establish Quorum
- C. Pledge of Allegiance
- D. Adoption of Agenda

II. DIRECTOR'S REPORT

- A. Core Tenet IV: Identify and eliminate inequities
 - i. Ready Graduate Update: ACT

III. 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.

IV. GOVERNANCE ISSUES

- A. Actions
 1. Consent
 - a. Approval of Minutes – 10/25/2022 - Regular Meeting and 11/22/2022 Teacher Hearing
 - b. Awarding of Purchases and Contracts
 1. Allergychoices, Inc.
 2. Castlight Health, Inc.
 3. Eskola, LLC
 4. Ferguson US Holdings, Inc.
 5. Fern Health, Inc.
 6. Graybar, Inc.
 7. Klein Solomon Mills, PLLC
 8. Mid-South Bus Center, Inc.
 9. Municipal Auditorium
 10. Nashville State Community College (NSCC) (2 contracts)
 11. Ring Publications, LLC dba Mastery Prep
 12. Unico Technology, LLC (authorized reseller under Carahsoft Technology Corporation)

Metropolitan Board of Public Education

Agenda

January 10, 2023

13. Virta Medical P.C.
14. Vivante Health, Inc.
 - c. Charges of Dismissal
 - d. CLASS Bylaws
 - e. Legal Settlement Claim L-17184
 - f. Board Policies: 1.900 Charter School Applications -
Governance Committee

2. A Resolution Regarding TCA 49-6-3115 and Student Retention

V. ANNOUNCEMENTS

VI. WRITTEN INFORMATION TO THE BOARD

- A. Sales Tax Collections as of December 20, 2022

VII. ADJOURNMENT

METROPOLITAN NASHVILLE PUBLIC SCHOOL BOARD MEETING –

November 22, 2022

Members Present: Rachael Anne Elrod (Chair), Freda Player (Vice-chair), Christiane Buggs, Erin O'Hara Block, Emily Masters, Abigail Tylor, Cheryl Mayes, Berthena Nabaa-Mckinney and Sharon Gentry (arrived at 5:08 p.m.)

Student Board Members Present: Alayna Mitchell and Abenezer Haile

Meeting called to order: 5:03 p.m.

CONVENE AND ACTION

- A. Call to Order – Rachael Anne Elrod called the meeting to order.
- B. Pledge of Allegiance - Led by Alayna Mitchell
- C. Adoption of the Agenda

Motion to adopt agenda.

By Freda Player, Berthena Nabaa-Mckinney

Motion Passes

Vote: 8-0 Unanimous

AWARDS AND RECOGNITIONS

- A. Antioch High School – TSSAA A.F. Bridges Sportsmanship Award – Dr. Battle and the Board recognized Antioch High School.
- B. MNPS Turf Fields – Dr. Battle announced that the district will receive \$15 million to install turf football fields.
- C. MNPS Celebration of Schools – Dr. Battle gave a brief overview of the celebration of schools fair and parade.

GOVERNANCE ISSUES

- A. 1. Consent
 - a. Approval of Minutes – 9/27/2022 – Regular Minutes
 - b. Awarding of Purchases and Contracts
 - 1. Alignment Nashville
 - 2. Committee for Children
 - 3. DKMarsh, Inc. dba Destination Knowledge
 - 4. EduGuide
 - 5. EmpowerU, Inc.

6. Family & Children's Service
 7. Franklin Covey Client Sales, Inc.
 8. IDSC Holdings LLC dba Snap-On Industrial, a Division of IDSC Holdings, LLC
 9. Manage Mindfully, Inc. (2 contracts)
 10. Mark Dixon DBA Emergent Learning Academy
 11. Positive Action, Inc.
 12. Project Wayfinder
 13. Pure Edge, Inc.
 14. QuaverEd, Inc. (2 contracts)
 15. RoboKind, LLC
 16. School Connect, LLC
- c. ESSER 2 and 3 Funding Applications
 - d. Mathematics Instructional Materials Waiver
- c. Mathematics Instructional Materials Review Committee

Motion to approve the consent agenda.

By Christiane Buggs, seconded Sharon Gentry

Motion Passes

Vote: 9-0 – Unanimous

2. Charter School Renewals

Motion to approve Intrepid Prep Charter Renewal Application

By Cheryl Mayes, seconded Freda Player

Motion passes

Vote: 6-yes, 3-no (Rachael Anne Elrod, Emily Masters and Abigail Tylor)

Motion to approve Purpose Prep Charter Renewal Application

By Christiane Buggs, seconded Freda Player

Vote: 6-yes, 3-no (Rachael Anne Elrod, Emily Masters and Abigail Tylor)

Motion to approve KIPP Nashville College Prep Middle School Charter Renewal Application

By Sharon Gentry, seconded Berthena Nabaa-Mckinney

Vote: 6-yes, 3-no (Rachael Anne Elrod, Emily Masters and Abigail Tylor)

**Motion to approve Nashville Classical Charter
Renewal Application
By Berthena Nabaa-Mckinney, Christiane Buggs
Vote: 7-yes, 1-no (Rachael Anne Elrod), 1- abstain
Abigail Tylor**

ANNOUNCEMENTS

- A. Emily Masters wished everyone a Happy Thanksgiving.
- B. Berthena Nabaa-Mckinney thanked Dr. Battle and staff for the hard work on the Celebration of Schools parade and fair. She also announced that she will be hosting Community Meeting at the Hermitage Community on the 3rd Thursday monthly.
- C. Christiane Buggs thanked My Brother's Keeper, and the Rise, Read and Lead are supporting schools within MNPS. She also announced that Jones Paideia Elementary offered tutoring on Saturday's.
- D. Cheryl Mayes announced that the next Antioch Community Meeting would be held on December 13th at the S.E. Branch Library on 6:30 p.m. She also congratulated Cane Ridge High School for a great football season.
- E. Freda Player congratulated the district on a successful Celebration Of Schools event.
- F. Erin O-Hara Block congratulated the district on a successful Celebration of Schools event. She also announced that J.T. Moore Middle School packaged 100,000 meals to support the Rise Against Hunger organization.
- G. Abigail Tylor congratulated the district on a successful Celebration of Schools event.
- H. Alayana Mitchell congratulated the district on a successful Celebration of Schools event.
- I. Rachael Anne Elrod announced that she attended the TSBA Annual Convention and gave a brief overview. She also announced that the Board Retreat would be held November 30th.

WRITTEN INFORMATION TO THE BOARD

A. Sales Tax Collections as of November 20, 2022

Ms. Elrod adjourned the meeting at 6:46 p.m.



Chris M. Henson
Board Secretary

Rachael Anne Elrod
Board Chair

Date

**METROPOLITAN NASHVILLE PUBLIC SCHOOL BOARD JOINER
TEACHER HEARING MEETING – December 13, 2022**

Members Present: Rachael Anne Elrod, Chair, Freda Player, Vice-chair, Erin O’Hara Block, Emily Masters, Abigail Tylor, Cheryl Mayes, Berthena Nabaa-Mckinney

Members Absent: Christiane Buggs and Sharon Gentry

Hearing called to order at 3:30 p.m.

CONVENE AND ACTION

A. Call to Order – Rachael Anne Elrod called the meeting to order.

Motion to defer the hearing to a later date.

By Rachael Anne Elrod, seconded Berthena Nabaa-McKinney

Motion Passes

Vote: 7-0 Unanimous

Ms. Elrod adjourned the meeting at 3:35 p.m.



Chris M. Henson
Board Secretary

Rachael Anne Elrod
Board Chair

Date

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(1) VENDOR: Allergychoices, Inc.

SERVICE/GOODS (SOW): Contract is for the provision of allergy testing and treatment in conjunction with the MNPS onsite Health Centers.

SOURCING METHOD: RFP 252246

TERM: January 11, 2023 through January 10, 2028

FOR WHOM: Members of the Teacher's Health Plan

COMPENSATION: Contractor will be compensated in accordance with the negotiated rates for testing and treatments covered under the Teacher's Health Plan.

Contractor will send claims to the MNPS third-party administrator for reimbursement.

OVERSIGHT: Human Resources/Employee Benefits

EVALUATION: Member satisfaction and ability to effectively integrate with onsite health center staff; ability to effectively identify and treat allergies.

MBPE CONTRACT NUMBER: 7545453

SOURCE OF FUNDS: Insurance Trust Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(2) VENDOR: Castlight Health, Inc.

SERVICE/GOODS (SOW): Contract is for the provision of a health care/benefits navigation and engagement platform.

SOURCING METHOD: RFP 252246

TERM: January 11, 2023 through January 10, 2028

FOR WHOM: Members of the Teacher's Health Plan

COMPENSATION: Contractor will be compensated in accordance with the negotiated rate of \$4.85 per certificated employee/retiree per month.

Total compensation for this contract is not to exceed \$2,500,000.

OVERSIGHT: Human Resources/Employee Benefits

EVALUATION: Member satisfaction and the ability to offset costs through navigation to high quality/cost effective providers and benefit programs.

MBPE CONTRACT NUMBER: 7545455

SOURCE OF FUNDS: Insurance Trust Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(3) VENDOR: Eskola, LLC

SERVICE/GOODS (SOW): For the provision of roof replacement at John Overton High School.

SOURCING METHOD: ITB 310251

TERM: January 11, 2023 through Project Completion

FOR WHOM: John Overton High School

COMPENSATION: Contractor will be compensated in accordance with Exhibit A.

Total compensation for this contract is not to exceed \$4,386,250.

OVERSIGHT: Facilities

EVALUATION: Based on progress meetings, discussions, and field visits to ensure the project progress is on track.

MBPE CONTRACT NUMBER: 7549722

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(4) VENDOR: Ferguson US Holdings, Inc.

SERVICE/GOODS (SOW): For the purchase of plumbing and HVAC supplies.

SOURCING METHOD: National Cooperative Purchasing Alliance RFP 08-22

TERM January 11, 2023 through April 30, 2025

FOR WHOM: All MNPS Facilities

COMPENSATION: Total compensation for this contract is not exceed \$500,000.

OVERSIGHT: Facilities

EVALUATION: Quality and timeliness of the products received.

MBPE CONTRACT NUMBER: MNPS 7549874

SOURCE OF FUNDS: Operating Budget and Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(5) VENDOR: Fern Health, Inc.

SERVICE/GOODS (SOW): Contract is for the provision of a digital/virtual musculoskeletal pain assessment and treatment program.

SOURCING METHOD: RFP 252246

TERM: January 11, 2023 through January 10, 2028

FOR WHOM: Members of the Teacher's Health Plan

COMPENSATION: Contractor will be compensated in accordance with the negotiated rate of \$395 per program participant.

Contractor will send claims to the MNPS third-party administrator for reimbursement.

OVERSIGHT: Human Resources/Employee Benefits

EVALUATION: Member satisfaction and the ability to effectively treat musculoskeletal pain.

MBPE CONTRACT NUMBER: 7545457

SOURCE OF FUNDS: Insurance Trust Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(6) VENDOR: Graybar, Inc.

SERVICE/GOODS (SOW): For the purchase and installation of two (2) uninterruptible power supply units for the data center at the Martin Professional Development Center.

SOURCING METHOD: OMNIA Partners Cooperative RFP EV2370

TERM: Immediate Purchase

FOR WHOM: Martin Professional Development Center

COMPENSATION: Total compensation for this purchase is not to exceed \$155,830.20.

OVERSIGHT: Technology Services

EVALUATION: Quality and timeliness of the products and services provided.

MBPE CONTRACT NUMBER: OMNIA Partners Contract #EV2370

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(7) VENDOR: Klein Solomon Mills, PLLC

SERVICE/GOODS (SOW): Amendment #1 increases the contract value, updates the criminal background check clause, and incorporates the Boycott of Israel clause. The contract is for the provision of intermittent legal assistance.

SOURCING METHOD: Amendment of a Previously Board Approved Contract

TERM January 11, 2023 through May 12, 2025

FOR WHOM: Human Resources0

COMPENSATION: Amendment #1 increases the contract value by \$75,000.

Total compensation for this contract is not to exceed \$150,000.

OVERSIGHT: Human Resources

EVALUATION: Quality and timeliness of the services provided.

MBPE CONTRACT NUMBER: 7497264

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(8) VENDOR: Mid-South Bus Center, Inc.

SERVICE/GOODS (SOW): Indefinite delivery/indefinite quantity (IDIQ) provision of original equipment manufacturer (OEM) bus and engine parts for Thomas buses used by MNPS.

SOURCING METHOD: Sole Source

TERM: March 14, 2023 through March 13, 2028

FOR WHOM: Transportation

COMPENSATION: Contractor will be compensated in accordance with Exhibit A.

Total compensation for this contract is not to exceed \$1,250,000.

OVERSIGHT: Transportation

EVALUATION: Quality and timeliness of the products received.

MBPE CONTRACT NUMBER: 7549580

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(9) VENDOR: Municipal Auditorium

SERVICE/GOODS (SOW): Facility use for twelve (12) high school graduations to be held at the Municipal Auditorium.

SOURCING METHOD: Negotiated Services

TERM: May 17, 2023 through May 24, 2023

FOR WHOM: Antioch High School
Cane Ridge High School
Glenclyff High School
Hillsboro High School
Hume-Fogg Magnet High School
Hunters Lane High School
John Overton High School
Maplewood High School
Martin Luther King Jr. Magnet High School
McGavock High School
Stratford STEM Magnet High School
Whites Creek High School

COMPENSATION: Total compensation for this contract is not to exceed \$120,000.

OVERSIGHT: Leadership & Learning

EVALUATION: Based on the quality of the venue space and services provided for each event.

MBPE CONTRACT NUMBER: 7549176

SOURCE OF FUNDS: Various School-based Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(10) VENDOR: Nashville State Community College (NSCC)

SERVICE/GOODS (SOW): Amendment #1 extends the contract term and increases the contract value. The contract is for dual enrollment courses offered through NSCC for MNPS students.

SOURCING METHOD: Amendment of a Previously Board Approved Contract

TERM July 1, 2023 through June 30, 2024

FOR WHOM: Students enrolled in NSCC Dual Enrollment Courses

COMPENSATION: Amendment #1 increases the contract value by \$25,000.

Total compensation for this contract is not to exceed \$125,000.

OVERSIGHT: Academies of Nashville

EVALUATION: Student enrollment and attainment of Dual Enrollment credits through NSCC will be measured through transcript grades provided by NSCC.

MBPE CONTRACT NUMBER: 7538084

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(10) VENDOR: Nashville State Community College (NSCC)

SERVICE/GOODS (SOW): Lease agreement to lease space at 5248 Hickory Hollow Parkway for the Academy at Hickory Hollow.

SOURCING METHOD: Negotiated Services

TERM: August 1, 2023 through July 31, 2033

FOR WHOM: Academy at Hickory Hollow

COMPENSATION: Contractor will be compensated in accordance with Section 5 of the agreement.

Total compensation for this contract is not to exceed \$505,000.

OVERSIGHT: Facilities

EVALUATION: Quality of the space provided and NSCC adherence to the lease agreement responsibilities.

MBPE CONTRACT NUMBER: 7549761

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(11) VENDOR: Ring Publications, LLC dba Mastery Prep

SERVICE/GOODS (SOW): Amendment #1 adds the ACT Boot Camp to the scope of work, updates Attachment C: Contract Pricing, increases the contract value, and adds the Boycott of Israel Act clause into the contract. The contract is for the provision of the Mastery Prep ACT program to help improve student outcomes on the ACT test.

SOURCING METHOD: Amendment of a Previously Board Approved Contract

TERM: January 11, 2023 through September 10, 2024

FOR WHOM: MNPS Students and Teachers

COMPENSATION: Amendment #1 increases the contract value by \$138,942.

Total compensation for this contract is not to exceed \$1,388,942.

OVERSIGHT: Curriculum & Instruction

EVALUATION: Effectiveness of the program offered in improving student outcomes on the ACT test.

MBPE CONTRACT NUMBER: 7486094

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(12) VENDOR: Unico Technology, LLC (authorized reseller under Carahsoft Technology Corporation)

SERVICE/GOODS (SOW): For educational software solutions and services including, but not limited to, the following:

- Network switching hardware and annual support
- Firewall hardware and annual support
- Annual anti-virus software subscriptions
- Network security hardware and annual support

SOURCING METHOD: OMNIA Partners Public Sector Cooperative RFP R191902

TERM: January 11, 2023 through April 30, 2024

FOR WHOM: All MNPS Staff and Students

COMPENSATION: Total compensation for this contract is not to exceed \$3,600,000.

OVERSIGHT: Technology Services

EVALUATION: Quality and performance of the purchased hardware and evaluation of the ongoing technical support.

MBPE CONTRACT NUMBER: 7549835

SOURCE OF FUNDS: Various Operating, Capital, and Federal Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(13) VENDOR: Virta Medical P.C.

SERVICE/GOODS (SOW): Contract is for the provision of diabetic nutritional counseling/diabetes reversal.

SOURCING METHOD: RFP 252246

TERM: January 11, 2023 through January 10, 2028

FOR WHOM: Members of the Teacher's Health Plan

COMPENSATION: Contractor will be compensated in accordance with the negotiated fees billed through the medical claims system.

Contractor will send claims to the MNPS third-party administrator for reimbursement.

OVERSIGHT: Human Resources/Employee Benefits

EVALUATION: Metrics on weight loss, reduction in HbA1c, and reduction in overall healthcare cost for enrollees.

MBPE CONTRACT NUMBER: 7545456

SOURCE OF FUNDS: Insurance Trust Fund

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. AWARDING OF PURCHASES AND CONTRACTS

(14) VENDOR: Vivante Health, Inc.

SERVICE/GOODS (SOW): Contract is for the provision of digital healthcare to improve digestive health.

SOURCING METHOD: RFP 252246

TERM: January 11, 2023 through January 10, 2028

FOR WHOM: Members of the Teacher's Health Plan

COMPENSATION: Contractor will be compensated in accordance with the negotiated fee of \$250 per active participant per quarter.

Contractor will send claims to the MNPS third-party administrator for reimbursement.

OVERSIGHT: Human Resources/Employee Benefits

EVALUATION: Member satisfaction and ability to reduce health care cost for participants

MBPE CONTRACT NUMBER: 7545454

SOURCE OF FUNDS: Insurance Trust Fund



METRO
NASHVILLE
PUBLIC
SCHOOLS

Dr. Adrienne Battle
Director of Schools
Adrienne.Battle@mnps.org
615-259-8421 office
615-214-8850 fax

November 28, 2022

via U.S. Mail and Certified Mail

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

Re: Charges Supporting the Dismissal of Meaghan Cody

Dear Board Members:

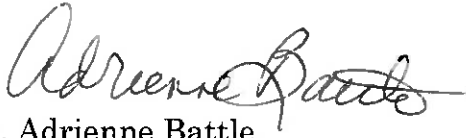
I am writing to recommend the dismissal of Meaghan Cody from employment as a tenured Art Teacher with the Metropolitan Nashville Public Schools pursuant to T.C.A. § 49-5-511. I have charged her with conduct unbecoming a member of the teaching profession. Ms. Cody submitted to a reasonable suspicion drug/alcohol test which returned a positive result for marijuana use. This violates the Drug/Alcohol Free Workplace Policy no. 1.804 and the Drug and Alcohol Testing Policy no. 5.403.

Evidence supporting these charges was set forth in my November 28, 2022 letter to Ms. Cody, a copy of which is attached. I am asking you to certify these charges by voting that, if proven true, these charges warrant Ms. Cody's dismissal. Should you certify these charges, I will inform Ms. Cody of your action and formally advise her of the right to request a hearing before an impartial hearing officer.

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

Accordingly, I recommend that Meaghan Cody be dismissed from employment with the Metropolitan Nashville Public Schools.

Sincerely,

A handwritten signature in cursive script that reads "Adrienne Battle".

Dr. Adrienne Battle,
Director of Schools

Attachment - Notice of Charges for Dismissal

cc: Lisa Spencer, Interim Chief Human Resources Officer
David Kovach, Executive Director, Elementary Schools
Chris Holmes, Executive Principal, Hickman Elementary School
Rachel Suppe, Esq., Metro Legal
Employee Central Office Personnel File (Certificated)



**METRO
NASHVILLE
PUBLIC
SCHOOLS**

Dr. Adrienne Battle
Director of Schools
Adrienne.Battle@mnps.org
615-259-8421 office
615-214-8850 fax

November 28, 2022

via U.S. Mail and Certified Mail

Meaghan Cody
3080 Oxford Drive
Mount Juliet, TN 37122

Re: Notice of Charges for Dismissal

Dear Ms. Cody:

This is to inform you that I am recommending that you be dismissed from employment as a tenured Art Teacher with the Metropolitan Nashville Public Schools ("MNPS"). The basis for your dismissal is a violation of the MNPS Drug/Alcohol-Free Workplace Policy no. 1.804 and the Drug and Alcohol Testing Policy no. 5.403.

1. On Friday, November 4, 2022, after you reported to work at Hickman Elementary School, you requested a meeting with Executive Principal Chris Holmes to discuss instructional planning. During the morning meeting, Principal Holmes noticed that you displayed unusual hand tremors, had a "wide-eyed" appearance, and had slow speech.
2. Because of his concerns for your health, Principal Chris Holmes requested Assistant Principal Patricia Johnson meet with you to affirm your behavior and appearance. Based on the agreed concerns about your well-being and the well-being of the students in your care, Employee Relations was contacted.
3. You were sent to Fortier Substance Abuse Testing for a reasonable suspicion drug test. You were transported by Assistant Principal Johnson and School Counselor Julie Bollinger. Additionally, you were given a letter placing you on Paid Administrative Leave while awaiting the test results.
4. On November 10, 2022, Fortier Substance Abuse Testing sent the test results to Employee Relations Office, which were positive for marijuana.

As a result, I have no alternative but to seek your termination as a tenured teacher with MNPS for unprofessional conduct and conduct unbecoming to a member of the teaching profession as defined in T.C.A. § 49-5-501 and violations of Drug/Alcohol Free Workplace Policy no. 1.804 and the Drug and Alcohol Testing Policy no. 5.403.

Regards,

A handwritten signature in cursive script, appearing to read "Adrienne Battle".

Dr. Adrienne Battle
Director of Schools

cc: Lisa Spencer, Interim Chief Human Resources Officer
David Kovach, Executive Director, Elementary Schools
Chris Holmes, Executive Principal, Hickman Elementary School
Rachel Suppe, Esq., Metro Legal
Employee Central Office Personnel File (Certificated)

BYLAWS OF THE COALITION OF LARGE AREA SCHOOL SYSTEMS

1. **Purpose.** The Memphis-Shelby County, Metro-Nashville and Hamilton County school systems in the State of Tennessee have formed a Coalition for the purpose of jointly pursuing legislative policy that will serve the unique interests of these systems. The Coalition shall be referred to as the “Coalition of Large School Systems” or CLASS. CLASS will not pursue any items that conflict with any of the three school systems’ priorities.
2. **Fiscal Year.** The fiscal year of CLASS shall commence on January 1 and shall conclude on the December 31.
3. **Designated Representatives.** Each of the school systems shall designate two (2) persons to serve as designated representatives. All communications among the members and from any person/ firm hired by CLASS to represent the Coalition shall also be directed to the representatives of each school system. Either of the representatives of each school system may cast votes on behalf of their school system; however, each school system shall be entitled to cast only one vote on any question.
4. **Offices of Chair and Vice-Chair.** The offices of Chair and Vice-Chair shall rotate each fiscal year on an alphabetical basis. The Vice-Chair shall succeed the Chair the following fiscal year. The rotation shall be as follows beginning with the 2023 fiscal year:

Chair – Hamilton County

Vice-Chair – Memphis-Shelby County

Chair – Memphis-Shelby County

Vice-Chair – Metro-Nashville

Chair – Metro-Nashville

Vice-Chair – Hamilton County

And so on during the existence of CLASS unless these Bylaws are otherwise amended. The school district that serves as the Chair of CLASS shall provide clerical and legal support services on behalf of CLASS.

5. **Dues Assessment.** The membership shall vote on the annual dues assessment for each member no later than November 30th of each year.
6. **Duties of the Chair and Vice-Chair.** The duties of the Chair shall include maintaining a bank account on behalf of CLASS, serving as the custodian of funds of that account during his/her term, collecting dues, providing an accounting of the balance of the CLASS account, serving as the primary contact person for CLASS, facilitating communications between and among members of CLASS, remitting payments out of the CLASS account balance to those persons/firms hired by CLASS to represent or provide services on behalf of the Coalition, remitting payments out of the CLASS account balance for costs and fees associated with CLASS business, serving as the primary liaison between CLASS and any lobbyists or other persons/firms hired to represent the Coalition, and communicating with members about issues that are of common concern/interest to CLASS members. The Vice-Chair shall perform the duties of the Chair if the Chair is unavailable to or becomes unable to perform the duties outlined above.

7. **Termination of CLASS Membership.** Each school district shall have the option of terminating its relationship with CLASS by delivering written notice of its intention to sever its relationship with the Coalition for the upcoming fiscal year to the Chair of CLASS by the 1st day of November of each year. If the Chair does not receive written notice by the 1st day of November, the school district shall be responsible for paying the dues set by the majority of the CLASS membership for the upcoming fiscal year.

8. **Meetings.** The Chair shall call an in-person meeting of the entire CLASS membership at least twice per year. However, the Chair may call additional meetings comprised of just the designated representatives as described in Section 3 of the Bylaws as he/she deems necessary.

These Bylaws are hereby accepted by each member of CLASS on this ____ day of _____, 2022.

For Memphis-Shelby County Schools

Date

For Metro-Nashville Schools

Date

For Hamilton County Schools

Date

Metropolitan Nashville Board of Education

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Applications	Descriptor Code: 1.900	Issued Date: 04/12/22 01/10/23
		Rescinds: 1.900	Issued: 04/27/21 04/12/22

1 SCOPE

2 This policy shall apply to sponsors and potential sponsors of newly created public charter schools. It
3 shall not apply to public charter schools converted from existing public schools pursuant to TCA 49-
4 13-106~~(b)(2)~~.⁺

5 DEFINITION

6 A charter school shall be a public, nonsectarian, non-religious, ~~non-home based~~ school which operates
7 within a public school district. It shall be subject to all state and federal laws and constitutional
8 provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national
9 origin, religion, ancestry or need for special education services.

10 The purposes of charter schools are to:

- 11 1) Improve learning for all students and close the achievement gap between high and low
12 students;
- 13 14 2) Provide options for parents to meet educational needs of students in high priority schools;
- 15 16 3) Encourage the use of different and innovative teaching methods, and provide greater decision-
17 making authority to schools and teachers in exchange for greater responsibility for student
18 performance;
- 19 20 4) Measure performance of pupils and faculty, and ensure that children have the opportunity to
21 reach proficiency on state academic assessments;
- 22 23 5) Create new professional opportunities for teachers; and
- 24 25 6) Afford parents substantial meaningful opportunities to participate in the education of their
26 children.

27 NEW START APPLICATION PROCESS²PROCESS¹

28

29

30 The charter school application process shall comply with the requirements of Tenn. Code. Ann. § 49-
31 13-107, the rules of the Tennessee State Board of Education, the rules of the Tennessee Public Charter
32 School Commission (the Commission), and the MNPS Charter School Authorization Handbook. A

1 prospective charter school sponsor shall send the ~~director of schools~~ MNPS Charter School Office and
 2 the Tennessee Department of Education notice of its intent at least sixty (60) calendar days prior to
 3 ~~April February~~ 1 of the year preceding the year in which the proposed charter school plans to begin
 4 operation as a public charter school. Applications must be submitted to board the MNPS Charter
 5 School Office on or before 4:30 p.m. on April February 1 of the year preceding the
 6 year in which the proposed charter school plans to begin operation as a public charter school.
 7 Applications will be accepted only between March 1 and April 1. If the 1st of April February falls on
 8 a Saturday, Sunday, or holiday on which the school district offices are closed, applications will be
 9 accepted on the next business day on or before 4:30 p.m. Late applications will not be accepted,
 10 without exception. The sponsor shall pay an application fee of \$2,500.00.²

11 A sponsor seeking board approval of an initial charter school application must complete the form
 12 provided by the Tennessee Department of Education. In the application, the sponsor must demonstrate
 13 that the proposed charter school meets the purpose prescribed by law for the formation of a charter
 14 school and the proposed charter school will be able to implement a viable program of quality education
 15 for its students.³ ~~In the case where a traditional public school is seeking to convert to a charter school,~~
 16 ~~the application must include documents showing the necessary parental or teacher support.~~

17
 18 ~~Applications must be submitted to board the MNPS Charter Schools Office on or before 4:30 p.m. on~~
 19 ~~April February 1 of the year preceding the~~
 20 ~~year in which the proposed charter school plans to begin operation as a public charter school.~~
 21 ~~Applications will be accepted only on February 1st between March 1 and April 1. If the 1st of April~~
 22 ~~February falls on a Saturday, Sunday, or holiday on which the school district offices are closed,~~
 23 ~~applications will be accepted on the next business day on or before 4:30 p.m. Late applications will~~
 24 ~~not be accepted, without exception. The sponsor shall pay an application fee of \$500.00 \$2,500.²~~

25
 26 ~~The director, in coordination with this unified school plan shall prepare an impact statement to be~~
 27 ~~provided to the board before approving any new charter school application. The statement should~~
 28 ~~assess the school's impact on the unified school plan and identify the role that the charter intends to fill~~
 29 ~~within the overall system.~~

30 **REVIEW PROCESS⁴**

31 The MNPS Charter School Office ~~director~~ shall make recommendations to the board with respect to all
 32 charter school applicants that include an analysis of the strengths and weaknesses of each chart
 33 application. Recommendations shall be compliant with the Bboard's vision for the use of charter
 34 schools as a district component of meeting district goals. ~~Further, the director shall not allow contracts~~
 35 ~~to be recommended if fiscal jeopardy or failure to make consistent progress towards their stated~~
 36 ~~objectives is a likely outcome or is evident.~~

37 **APPROVAL, OR DENIAL OF NEW START APPLICATION⁴**

38 The board shall rule by resolution on the approval or denial of a charter application within ninety (90)
 39 calendar days of receipt of the completed application or the application shall be deemed approved by
 40 law.

41 **Approval**

1 The sponsor of a public charter school that is approved by the board shall enter into a written
 2 agreement with the board, which shall be binding on the charter school's governing body. This
 3 agreement, known as the charter agreement, shall be in writing signed by the sponsor and the board. ~~In~~
 4 ~~the application, the sponsor must demonstrate that the proposed charter school meets the purpose~~
 5 ~~prescribed by law for the formation of a charter school and the proposed charter school will be and~~
 6 ~~shall include all aspects of the sponsor's approved application as well as any reporting requirements~~
 7 ~~prescribed under state or federal laws.~~⁵

8 All charter agreements shall comply with Tenn. Code. Ann. § 49-13-110 and shall include provisions
 9 requiring that:

- 10 1. members of the charter school governing body~~ards~~, as well as the charter school administrators
 11 and any employees with contracting or purchasing authority, complete statements of disclosure
 12 of interest reports (consistent with forms filed by members of the bBoard and certainkey MNPS
 13 administrators) and provide them to the bBoard on an annual basis;
- 14 2. the charter schools ~~comply~~be fully compliant with all applicable local, state, and federal law
 15 and policies, including the Tennessee Open Meetings Act, ~~and~~ Tennessee Public Records Act,
 16 and with Tenn. Code. Ann. §12-4-101, which prohibits conflicts of interest in contracting;
- 17 3. the charter schools ~~comply with Tenn. Code. Ann. §§12-4-101 and 12-4-102, which prohibit~~
 18 ~~conflicts of interest in contracting, and require that charter schools~~ disclose to MNPS all vendor
 19 or service contracts upon request and, for contracts over \$10,000, submit for publication on the
 20 MNPS website; and
- 21 4. the charter schools comply with the Annenberg Sstandards.

22 All charter schools that include high schools (grades 9-12) must be regionally accredited. It is expected
 23 that the candidate school status for accreditation will be received during the first year of the charter
 24 school operation.

25 Charter schools approved by the board of education are required~~expected~~ to implement the application
 26 as submitted and approved. ~~Material variations in operations from the approved application require~~
 27 ~~amendment pursuant to statute and the charter school agreement.~~⁶

28 ~~The board should not be expected to provide services to charter schools that are not requested during~~
 29 ~~the application process except for those services that are required under state or federal laws. Services~~
 30 ~~agreed to be provided to the charter schools by the board shall be provided at board actual cost.~~

31 The gGoverning bBody of an approved public charter school shall make a written report to the board
 32 annually between August 1 and September-October 1. This reporting requirement shall begin in the
 33 year after the year in which the public charter school begins operation. This annual report shall
 34 include: a report on the progress of the school in achieving its goals, objectives, pupil performance
 35 standards, content standards, and all other terms of the charter agreement; and a financial statement
 36 disclosing the financial health of the school including the costs of the administration, instruction, and
 37 other spending categories of the school.^{5,7}

1

2 ~~New public charter schools, conversion schools, and all renewals of charter agreements are approved~~
 3 ~~for ten year periods.⁸ However, following the fifth year of a charter school's initial period of operation~~
 4 ~~or the fifth year of any renewal of a charter school agreement, the LEA must conduct an interim review~~
 5 ~~of the charter school according to the guidelines developed by the Department of Education.⁹~~

6 ~~No later than October April 1 of the year prior to the year in which the charter agreement expires, the~~
 7 ~~governing body of a public charter school shall submit a renewal application to the board. The board~~
 8 ~~shall make its renewal decision based on the progress of the school towards its stated goals and on the~~
 9 ~~financial status of the school.~~

10 ~~The board may revoke or deny renewal of a public charter school agreement for any of the reasons~~
 11 ~~enumerated in TCA 49-13-122.¹⁰~~

12 Denial

13 Upon receipt of the grounds for denial of a new start application, the sponsor shall have thirty (30)
 14 calendar days within which to submit an amended application to correct the deficiencies. The board
 15 shall have ~~thirty sixty~~ (630) calendar days from receipt of the amended application ~~either~~ to deny or to
 16 approve the amended application or the application shall be deemed approved by law.⁶⁴

17

18 A denial by the board of an amended application to establish a public charter school may be appealed
 19 by the sponsor, no later than ten (10) calendar days after the date of the final decision to deny to the
 20 Tennessee Public Charter School Commission. If the charter school is authorized by the Commission,
 21 it shall remain under the oversight of the Commission. The board shall not exercise its legal option to
 22 become an authorizer of such a charter. ~~A denial of an a renewal application by the board may be~~
 23 ~~appealed by the sponsor, within ten (10) days of the final decision to deny to the Tennessee Charter~~
 24 ~~School Commission.¹¹ If the charter school is authorized by the Commission, it shall remain under the~~
 25 ~~oversight of the Commission. The board shall not exercise its legal option to become an authorizer of~~
 26 ~~such a charter.~~

27 CHARTER AMENDMENTS⁷

28 The charter amendment process shall comply with the requirements of Tenn. Code. Ann. § 49-13-110,
 29 the rules of the Tennessee State Board of Education, the rules of the Tennessee Public Charter School
 30 Commission, and the MNPS Charter School Authorization Handbook. The governing body of the
 31 public charter school may petition the board to amend the original charter agreement. An amendment
 32 to the original charter agreement shall be required for any material modification to the provisions of a
 33 charter school's charter agreement and shall be made in accordance with applicable law and the charter
 34 agreement.

1 The governing body of a charter school seeking to apply for a material modification to the charter
2 agreement shall file an amendment petition letter of intent and an amended application with the MNPS
3 Charter Office. The governing body must file the letter of intent and amendment application with
4 MNPS by either the Fall deadline or the Spring deadline set by Tennessee Public Charter School
5 Commission Rule 1185-01-01-.04.

6 The board shall rule by resolution, at a regular or special-called meeting, on the approval or denial of
7 an amendment application within sixty (60) calendar days of the application due date. The governing
8 body of a charter school may appeal a decision by the board to deny an amendment to the charter
9 agreement to the Commission within ten (10) calendar days of the board's vote to deny the amendment
10 application.

11 **Emergency Amendment Applications**

12 If the governing body of a charter school determines that, due to unanticipated or extraordinary
13 circumstances, good cause exists for the emergency amendment application to be submitted, it shall
14 make a finding by resolution at a regular or special called meeting of the board. The governing body
15 shall include with the emergency amendment application a written explanation of the unanticipated or
16 extraordinary circumstances giving rise to the emergency amendment application.

17 The board shall rule by resolution, at a regular or special-called meeting, on the approval or denial of
18 an emergency amendment application within sixty (60) calendar days of the date the completed
19 emergency amendment application was submitted. The governing body may appeal a decision to deny
20 an emergency amendment to the Commission within ten (10) calendar days of the board's vote to deny
21 the emergency amendment application.

22 **RENEWAL PROCESS⁸**

23 The charter renewal process shall comply with the requirements of Tenn. Code. Ann. § 49-13-121, the
24 rules of the Tennessee State Board of Education, the rules of the Tennessee Public Charter School
25 Commission, and the MNPS Charter School Authorization Handbook. No later than April 1 of the year
26 prior to the year in which the charter agreement expires, the governing body of a public charter school
27 shall submit a renewal application to the board.

28 On or before the February 1 of the year in which the charter expires, the board shall rule by resolution
29 to approve or deny the public charter school's renewal application. The board shall consider the
30 renewal application, the annual progress reports required under Tenn. Code. Ann. § 49-13-120, and
31 the renewal performance report required by Tenn. Code. Ann. § 49-13-121(b) when deciding whether
32 to approve or deny the public charter school's renewal application.

33 A denial of a renewal application by the board may be appealed by the sponsor to the Tennessee
34 Charter School Commission no later than ten (10) calendar days after the board's denial. If the charter
35 school is authorized by the Commission, it shall remain under the oversight of the Commission. The
36 board shall not exercise its legal option to become an authorizer of such a charter.

37 ~~A denial of an a renewal application by the board may be appealed by the sponsor, within ten (10) days~~
38 ~~of the final decision to deny to the Tennessee Charter School Commission.¹¹ If the charter school is~~

1 authorized by the Commission, it shall remain under the oversight of the Commission. The board shall
 2 not exercise its legal option to become an authorizer of such a charter.

3

Legal References

- ~~TCA 49-13-106; State Board of Education Policy 6.111~~
1. TCA 49-13-107; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01
 2. TCA 49-13-107(f)~~10~~
 3. TCA 49-13-107~~8~~; TRR/MSS 0520-14-01
 - ~~4. TCA 49-13-1028~~
 - ~~5.4. TRR/MS 0520-14-01-06; TCA 49-13-110~~
 - ~~6. TCA 49-13-120~~
 - ~~7.5. TCA 49-13-1210~~
 - ~~8.6. TCA 49-13-108(b)(3)21~~
 7. TCA 49-13-110(d); TRR/MSS 1185-01-01-.04
 - ~~9.8. TCA 49-13-1212~~
 - ~~TCA 49-13-108(b)(5)~~

Cross References

Charter School Oversight 1.901

A RESOLUTION REGARDING TCA 49-6-3115 AND STUDENT RETENTION

WHEREAS, the Metropolitan Nashville Board of Public Education is charged with governing Metropolitan Nashville Public Schools in a way that empowers our schools and dedicated staff to prepare Nashville and Davidson County's students to excel in higher education, work, and life; and

WHEREAS, during its 2021 first extraordinary session, the Tennessee General Assembly adopted Public Chapter No. 1, now codified as TCA 49-6-3115, which provides in part that "Beginning with the 2022-2023 school year, a student in third-grade shall not be promoted to the next grade level unless the student is determined to be proficient in English language arts (ELA) based on the student achieving a performance level rating of 'on track' or 'mastered' on the ELA portion of the student's most recent Tennessee comprehensive assessment program (TCAP) test; and

WHEREAS, TCA 49-6-3115 further provides in section (a)(2)(A) that students "not proficient in ELA, as determined by the student's achieving a performance level rating of 'approaching' on the ELA portion of the student's most recent TCAP test may be promoted if:

- (i) The student is an English language learner and has received less than two (2) years of ELA instruction;
- (ii) The student was previously retained in any of the grades kindergarten through three (K-3);
- (iii) The student is retested before the beginning the next school year and scores proficient in ELA;
- (iv) The student attends a learning loss bridge camp before the beginning of the upcoming school year, maintains a ninety percent (90%) attendance rate at the camp, and the student's performance on the post-test administered to the student at the end of the learning loss bridge camp, as required under § 49-6-1502(4)(F), demonstrates adequate growth, as determined by the department; or
- (v) The student is assigned a tutor through the Tennessee accelerating literacy and learning corps (TALLC) to provide the student with tutoring services for the entirety of the upcoming school year based on tutoring requirements established by the department;" and

WHEREAS, TCA 49-6-3115 further provides in section (a)(2)(B) that students "not proficient in ELA, as determined by the student's achieving a performance level rating of 'below' on the ELA portion of the student's most recent TCAP test may be promoted if:

- (i) The student is an English language learner and has received less than two (2) years of ELA instruction;
- (ii) The student was previously retained in any of the grades kindergarten through three (K-3);
- (iii) The student retested before the beginning the next school year and scores proficient in ELA; or
- (iv) The student attends a learning loss bridge camp before the beginning of the upcoming school year and maintains a ninety percent (90%) attendance rate at the camp, and is assigned a tutor through the TALLC to provide the student with tutoring services for the entirety of the upcoming school year based on tutoring requirements established by the department;" and

WHEREAS, TCA 49-6-3115 further provides that "A student who is promoted to the fourth grade pursuant to subdivision (a)(2)(A)(v) or (a)(2)(B)(iv), must show adequate growth on the fourth grade ELA portion of the TCAP test, as determined by the department, before the student may be promoted to the fifth grade;" and

WHEREAS, based on 2019 TCAP TNReady 3rd-grade ELA assessment data, 63% of Tennessee 3rd graders would have been at risk of retention in 2019; and

WHEREAS, extrapolating from that 2019 assessment data and information on the State of Tennessee's per pupil expenditures, the fiscal impact of an additional year of educating more than 45,000 students can be estimated to surpass \$450 million (without accounting for funding to run intervention services);¹ and

WHEREAS, in understanding that the purpose of TCA 49-6-3115 is to promote academic proficiency to ensure students are not subject to factors that will inhibit long-term academic growth one must also understand that

the execution of that purpose requires individualized involvement from parents, teachers, and faculty who directly interact with students daily; however, the current provisions contained within TCA 49-6-3115 grant the State Board of Education the ability to promulgate rules and make the final determination on whether third and fourth-grade students will be promoted to their next grade levels based on TCAP ELA performance results; and

WHEREAS, delegating this authority over student retention to the State Board of Education undermines the authority of Local Education Agencies (LEAs); and

WHEREAS, the decision to retain or promote any student to the next grade level may most appropriately and accurately be made by a local body with ready access to consultation with teachers and staff that regularly interact with the student and have complex and meaningful understanding of his/her/their unique abilities and needs; and

WHEREAS, “national studies that estimate the effects of retention across a broader range of policy contexts... find consistently negative effects;”² and

WHEREAS, most other states that have adopted legislation regarding the retention of third grade students have included in that legislation provisions allowing school districts to promote students who were not proficient in ELA as measured by standardized state tests yet showed progress based on school district data; and

WHEREAS, many students may not perform well on standardized tests while still demonstrating understanding of ELA via alternative knowledge assessments and measures; and

WHEREAS, student performance may most effectively be measured by consideration of a variety of factors, allowing for holistic and individualized assessment of student needs.

NOW, THEREFORE, BE IT RESOLVED, that the Metropolitan Nashville Board of Public Education urges the Tennessee General Assembly to amend TCA 49-6-3115 to allow school districts to make retention decisions for third and fourth grade students based upon all school district information for each student and without delegating the final authority for such decisions to the State Board of Education.

1. TDOE (2020). State of Tennessee: Per-pupil Expenditures. <https://reportcard.tnedu.gov/state/o/finance>

2. Kemper Patrick, S. (2017). Student Retention in Tennessee’s Elementary Schools Research Memo. TERA.

**Metropolitan Nashville Public Schools
Sales Tax Collections
As of December 20, 2022**

General Purpose Fund

MONTH	2022-2023 Projection	TOTAL 2022-2023 COLLECTIONS	\$ Change For Month - FY23 Projection	% Change For Month - FY23 Projection	% Increase / Decrease Year To-Date
September	\$24,878,775.24	\$27,797,137.28	\$2,918,362.04	10.50%	10.50%
October	\$23,893,677.39	29,379,416.49	5,485,739.10	18.67%	14.70%
November	\$24,962,986.47	30,294,470.03	5,331,483.56	17.60%	15.70%
December	\$25,746,646.49	30,874,594.71	5,127,948.22	16.61%	15.94%
January	\$25,317,652.83				
February	\$30,197,814.30				
March	\$22,710,076.95				
April	\$23,778,308.32				
May	\$27,850,698.75				
June	\$28,959,075.29				
July	\$29,247,388.20				
August	\$29,060,399.78				
TOTAL	\$316,603,500.00	\$118,345,618.51	\$18,863,532.92		15.94%

Debt Service Fund

MONTH	2022-2023 Projection	TOTAL 2022-2023 COLLECTIONS	\$ Change For Month - FY23 Projection	% Change For Month - FY23 Projection	% Increase / Decrease Year To-Date
September	\$3,780,538.42	\$5,619,873.22	\$1,839,334.80	32.73%	32.73%
October	3,603,511.16	5,941,907.38	2,338,396.22	39.35%	68.83%
November	3,704,686.49	6,126,974.48	2,422,287.99	39.53%	79.06%
December	3,659,926.81	6,244,303.13	2,584,376.32	41.39%	84.71%
January	3,591,215.77				
February	4,420,063.90				
March	3,227,415.79				
April	3,242,235.82				
May	3,916,499.60				
June	3,760,197.76				
July	3,866,814.37				
August	3,949,020.06				
TOTAL	\$64,032,200.00	\$23,933,058.21	\$9,184,395.33		38.38%