



AGENDA

METROPOLITAN BOARD OF PUBLIC EDUCATION

2601 Bransford Avenue, Nashville, TN 37204

Regular Meeting – May 26, 2026 – 5:00 p.m.

Freda Player, Chair

I. CONVENE and ACTION

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

II. AWARDS AND RECOGNITIONS

- A. Claire Williams McGee, MNPS Lead STEAM Coach - Tennessee Excellence in STEM Leadership Award
- B. DuPont Hadley Middle School, Isaiah T. Creswell Middle School of the Arts, and McMurray Middle School - Tennessee STEM/STEAM Designation
- C. Academies of Nashville Awards
- D. High School Athletics State Champions and Runners-up
- E. Middle School Athletics State Champions and Runners-up
- F. Visual and Performing Arts Department - Telly Awards

III. DIRECTOR'S REPORT

- A. School Start Times Update
Core Tenets: Re-envision central office as a support hub. Empower and equip leaders at all levels.
Create and support engaging, rigorous, and personalized learning experiences for all students.
Identify and eliminate inequities.

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 two minutes or less. Comments will be timed.

V. BOARD REPORTS

- A. Naming of Schools Committee

VI. GOVERNANCE ISSUES

- A. Actions
 - 1. Consent
 - a. Minutes – 5/12/2026– Regular Meeting
 - b. Awarding of Purchases and Contracts
 - 1. Border States Industries, Inc.
 - 2. BRAAV, LLC
 - 3. City Electric Supply Company
 - 4. Fastenal Company

5. Ferguson US Holdings Inc.
 6. Fort Gates Co.
 7. Gallagher Benefit Services, Inc.
 8. Graybar Electric Company, Inc. (2)
 9. Hoods Unlimited
 10. John Hannah dba Williams Electric Supply Co.
 11. LightWave Solar, LLC
 12. The Nashville Metropolitan Transit Authority (WeGO) (2)
- c. Naming of Early Learning Center
 - d. Trust Agreement Amendment

VII. WRITTEN INFORMATION TO THE BOARD

- A. Sales Tax Collections as of May 21, 2026

VIII. ADJOURNMENT

If any accommodations are needed for individuals with disabilities who wish to be present at this meeting, please submit the accommodation through hubNashville at <https://nashville.gov/hub-ADA-boards> or by calling (615) 862-5200. Requests should be made soon as possible, but 72 hours prior to the scheduled is recommended.

METROPOLITAN NASHVILLE PUBLIC SCHOOL BOARD MEETING – May 12, 2026

Members Present: Freda Player – Chair, Berthena Nabaa-McKinney – Vice-chair (left at 5:30p.m.), Rachael Anne Elrod, Erin O’Hara Block, Cheryl Mayes
Abigail Tylor, Robert Taylor, and Zach Young

Members Absent: Rachael Anne Elrod and TK Fayne

Student Members Present: Hannah Nguyen and Ava Davash

Meeting called to order at 5:10 p.m.

CONVENE AND ACTION

- A. Call to Order – Freda Player called the meeting to order.
- B. Pledge of Allegiance – Led by Dr. Lilly, Executive Director of TOSS.
- C. Adoption of Agenda

Motion to agenda to adopt agenda as listed

**By Cheryl Mayes, seconded Berthena Nabaa-Mckinney,
Vote: 7-0 (unanimous)**

AWARDS AND RECOGNITIONS

- A. Support Hub Art Gallery Student Artists
- B. Tennessee Organization of School Superintendents (TOSS) Mid-Cumberland Superintendent of the Year

DIRECTOR’S REPORT

- A. Promising Scholars Update:

Core Tenets: Re-envision central office as a support hub. Empower and equip leaders at all levels. Create and support engaging, rigorous, and personalized learning experiences for all students. Identify and eliminate inequities.

PUBLIC PARTICIPATION

- A. There were no speakers.

BOARD REPORTS

- A. Freda Player announced that the Board passed a preliminary Operating Budget and the Metro Council Budget Hearing would be May 24 at 5pm.

GOVERNANCE ISSUES

A. Actions

1. Consent

b. Awarding of Purchases and Contracts

- 1. **A-Action Air, HVAC, Inc.**
- 2. **Abercrombie Construction, LLC**
- 3. **Aireconomics, Inc.**
- 4. **Austin Peay State University**
- 5. **BFI Waste Services, LLC dba Republic Services of Nashville**
- 6. **CDW Government, LLC**
- 7. **Dell Marketing LP**
- 8. **Douglas Equipment**
- 9. **Evolution Maintenance, Inc.**
- 10. **FieldTurf USA Inc.**
- 11. **Jarrett Builders, Inc.**
- 12. **Lee Company**
- 13. **Matrix Mechanical Solutions**
- 14. **McCloskey Mechanical Contractors Inc.**
- 15. **Mid Tenn Ford Truck Sales, Inc.**
- 16. **Music City Construction**
- 17. **Nashville State Community College**
- 18. **Palmetto Air & Water**
- 19. **PlayPower, Inc. dba Playworld**
- 20. **SchoolLinks, Inc.**
- 21. **S.M. Lawrence Company Inc.**
- 22. **Trane U.S. Inc.**
- 23. **United Rentals (North America),**

Inc.

24. United Testing and Balancing, Inc.

- c. CTE Instructional Materials Recommendations**
- d. Preliminary FY26-27 Operating Budget**

Motion to approve the consent agenda.

By Zach Young, seconded Cheryl Mayes

Vote: 6-0 (unanimous)

Freda Player adjourned the meeting at 5:39 p.m.

David G. Sevier

David G. Sevier
Board Secretary

Freda Player
Board Chair

Date

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(1)

VENDOR:	Border States Industries, Inc.
SERVICE/GOODS (SOW):	For the provision of electrical parts, materials, and equipment on an as-needed basis.
SOURCING METHOD:	RFP MNPS000018
TERM:	May 27, 2026 through May 26, 2031
FOR WHOM:	MNPS Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$5,000,000. Total compensation is based on an estimated yearly amount of \$1,000,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality of the goods provided and timeliness of delivery.
MBPE CONTRACT NUMBER:	TBD
SOURCE OF FUNDS:	Operating Budget

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(2)

VENDOR:	BRAAV, LLC
SERVICE/GOODS (SOW):	For the provision of electrical parts, materials, and equipment on an as-needed basis.
SOURCING METHOD:	RFP MNPS000018
TERM:	May 27, 2026 through May 26, 2031
FOR WHOM:	MNPS Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$5,000,000. Total compensation is based on an estimated yearly amount of \$1,000,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality of the goods provided and timeliness of delivery.
MBPE CONTRACT NUMBER:	TBD
SOURCE OF FUNDS:	Operating Budget

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(3)

VENDOR:	City Electric Supply Company
SERVICE/GOODS (SOW):	For the provision of electrical parts, materials, and equipment on an as-needed basis.
SOURCING METHOD:	RFP MNPS000018
TERM:	May 27, 2026 through May 26, 2031
FOR WHOM:	MNPS Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$5,000,000. Total compensation is based on an estimated yearly amount of \$1,000,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality of the goods provided and timeliness of delivery.
MBPE CONTRACT NUMBER:	TBD
SOURCE OF FUNDS:	Operating Budget

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(4)

VENDOR:	Fastenal Company
SERVICE/GOODS (SOW):	For the provision of electrical parts, materials, and equipment on an as-needed basis.
SOURCING METHOD:	RFP MNPS000018
TERM:	May 27, 2026 through May 26, 2031
FOR WHOM:	MNPS Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$5,000,000. Total compensation is based on an estimated yearly amount of \$1,000,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality of the goods provided and timeliness of delivery.
MBPE CONTRACT NUMBER:	TBD
SOURCE OF FUNDS:	Operating Budget

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(5)

VENDOR:	Ferguson US Holdings Inc.
SERVICE/GOODS (SOW):	For the provision of plumbing and HVAC parts and supplies.
SOURCING METHOD:	Cooperative - OMNIA Partners #02-138
TERM:	May 27, 2026 through April 30, 2027
FOR WHOM:	All MNPS Facilities
COMPENSATION:	Contractor will be compensated in accordance with OMNIA Partners contract. Total compensation for this contract is not to exceed \$1,500,000. Total compensation is based on an estimated yearly amount of \$1,500,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality of the products provided.
MBPE CONTRACT NUMBER:	C7000096
SOURCE OF FUNDS:	Operating Budget

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(6)

VENDOR:	Fort Gates Co.
SERVICE/GOODS (SOW):	For the provision of electrical parts, materials, and equipment on an as-needed basis.
SOURCING METHOD:	RFP MNPS000018
TERM:	May 27, 2026 through May 26, 2031
FOR WHOM:	MNPS Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$5,000,000. Total compensation is based on an estimated yearly amount of \$1,000,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality of the goods provided and timeliness of delivery.
MBPE CONTRACT NUMBER:	TBD
SOURCE OF FUNDS:	Operating Budget

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(7)

VENDOR:	Gallagher Benefit Services, Inc.
SERVICE/GOODS (SOW):	For the provision of benefit consulting services for certificated employees and certificated retirees of MNPS.
SOURCING METHOD:	RFP MNPS000029
TERM:	May 27, 2026 through May 26, 2031
FOR WHOM:	MNPS Certificated Employees and Certificated Retirees
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$600,000. Total compensation is based on an estimated yearly amount of \$120,000.
OVERSIGHT:	Benefits
EVALUATION:	Based on the quality of benefit consulting services provided.
MBPE CONTRACT NUMBER:	C7000102
SOURCE OF FUNDS:	Insurance Trust Fund

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(8)

VENDOR:	Graybar Electric Company, Inc.
SERVICE/GOODS (SOW):	For the provision of electrical parts, materials, and equipment on an as-needed basis.
SOURCING METHOD:	RFP MNPS000018
TERM:	May 27, 2026 through May 26, 2031
FOR WHOM:	MNPS Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$5,000,000. Total compensation is based on an estimated yearly amount of \$1,000,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality of the goods provided and timeliness of delivery.
MBPE CONTRACT NUMBER:	TBD
SOURCE OF FUNDS:	Operating Budget

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(8)

VENDOR:	Graybar Electric Company, Inc.
SERVICE/GOODS (SOW):	For the provision of electrical, lighting, data communications, security products, and related products, services, and solutions.
SOURCING METHOD:	Cooperative - OMNIA Partners Contract #EV2370
TERM:	May 27, 2026 through January 31, 2029
FOR WHOM:	MNPS Schools and Facilities
COMPENSATION:	Contractor will be compensated in accordance with OMNIA Partners contract. Total compensation for this contract is not to exceed \$1,500,000. Total compensation is based on an estimated yearly amount of \$500,000.
OVERSIGHT:	Technology Services
EVALUATION:	Based on the quality of the products and services provided.
MBPE CONTRACT NUMBER:	C7000107
SOURCE OF FUNDS:	Various Capital Funds and Operating Budgets

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(9)

VENDOR:	Hoods Unlimited
SERVICE/GOODS (SOW):	For the provision of kitchen hood and exhaust cleaning services.
SOURCING METHOD:	ITB MNPS000036
TERM:	May 27, 2026 through May 26, 2031
FOR WHOM:	MNPS Cafeterias
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$425,000. Total compensation is based on an estimated yearly amount of \$85,000.
OVERSIGHT:	Nutrition Services
EVALUATION:	Based on the timeliness and effectiveness of cleanings.
MBPE CONTRACT NUMBER:	TBD
SOURCE OF FUNDS:	Nutrition Services Funds

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(10)

VENDOR:	John Hannah dba Williams Electric Supply Co.
SERVICE/GOODS (SOW):	For the provision of electrical parts, materials, and equipment on an as-needed basis.
SOURCING METHOD:	RFP MNPS000018
TERM:	May 27, 2026 through May 26, 2031
FOR WHOM:	MNPS Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$5,000,000. Total compensation is based on an estimated yearly amount of \$1,000,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality of the goods provided and timeliness of delivery.
MBPE CONTRACT NUMBER:	TBD
SOURCE OF FUNDS:	Operating Budget

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(11)

VENDOR:	LightWave Solar, LLC
SERVICE/GOODS (SOW):	For the provision of electrical parts, materials, and equipment on an as-needed basis.
SOURCING METHOD:	RFP MNPS000018
TERM:	May 27, 2026 through May 26, 2031
FOR WHOM:	MNPS Facilities
COMPENSATION:	Contractor will be compensated in accordance with Exhibit A. Total compensation for this contract is not to exceed \$5,000,000. Total compensation is based on an estimated yearly amount of \$1,000,000.
OVERSIGHT:	Facilities
EVALUATION:	Based on the quality of the goods provided and timeliness of delivery.
MBPE CONTRACT NUMBER:	TBD
SOURCE OF FUNDS:	Operating Budget

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(12)

VENDOR:	The Nashville Metropolitan Transit Authority (WeGO)
SERVICE/GOODS (SOW):	For the provision of bus and commuter rail services.
SOURCING METHOD:	Negotiated Services
TERM:	July 1, 2026 through June 30, 2028
FOR WHOM:	MNPS Staff and Students
COMPENSATION:	Contractor will be compensated in accordance with Section 2 of the contract. Total compensation for this contract is not to exceed \$1,500,000. Total compensation is based on an estimated yearly amount of \$750,000.
OVERSIGHT:	Operations and Technology Services
EVALUATION:	Based on the quality and timeliness of the services provided.
MBPE CONTRACT NUMBER:	C7000118
SOURCE OF FUNDS:	Operating Budget

GOVERNANCE ISSUES – ACTIONS – CONSENT

A.1.b.(12)

VENDOR:	The Nashville Metropolitan Transit Authority (WeGO)
SERVICE/GOODS (SOW):	Provision of an easement on the real property located at 1500 Dickerson Pike, Nashville, Tennessee (Parcel No. 07111000400), designated as shown on Exhibit A for the purpose of constructing, maintaining, repairing, rebuilding, operating, and patrolling a Bus Stop Shelter.
SOURCING METHOD:	Easement
TERM:	Starting May 27, 2026 with no end date
FOR WHOM:	Property owner located at Parcel ID #07111000400
COMPENSATION:	N/A
OVERSIGHT:	Facilities
EVALUATION:	N/A
MBPE CONTRACT NUMBER:	C7000114
SOURCE OF FUNDS:	N/A

Proposal: Phyllis E. Phillips Early Learning Center

MNPS plans to open a new Early Learning Center (ELC) in Southwest Davidson County located on the Hillwood High School campus. The proposal is to name this the Phyllis E. Phillips Early Learning Center – “Phillips ELC.”

A dedicated MNPS educator of 37 years, Phyllis E. Phillips was a champion of early learning and fierce advocate for children receiving the best educational foundation that MNPS could offer. Naming the new Early Learning Center in her honor would pay tribute to a lifelong MNPS educator who brought so much to the MNPS Pre-Kindergarten Programs.

- Phyllis was educated in MNPS and graduated from Whites Creek Comprehensive High School, where she was voted “Miss Whites Creek” in 1980.
- Phyllis graduated from Tennessee State University and began her career with MNPS where she was employed until her death in 2023.
- A former teacher, reading specialist, Coordinator, and Director of Pre-Kindergarten Programs, she believed in the power of education and the doors it opened for all children.
- In 2014, Phyllis played a major role in the planning and executing of the opening of three of MNPS’ premier Early Learning Centers: Ross, Ivanetta Davis, and Casa Azafran. The fourth ELC, Cambridge, opened in 2016, under Phyllis’ leadership.
- Phyllis helped write the PDG-E Grant which was awarded to MNPS in 2014. This allowed our district to open 22 new Pre-K classrooms for the 2015-2016 school year. She worked with district leadership to ensure sustainable funding for these classrooms once the grant ended in 2019.
- Because she was such an integral part of the opening of the four Early Learning Centers, having the fifth one named in her honor would pay tribute to her tireless efforts to promote and expand quality early learning programs in MNPS.
- This Phillips family is rooted in the Nashville community and have a history of serving others. Her mother, Constance, was a nurse and worked in this field until her health would not allow her to do so. Her father, James Phillips, devoted 48 years of service to Vanderbilt Surgical Center. He was celebrated as one of Vandy’s “Hidden Figures” in 2021 and has a conference room dedicated to him there. Phyllis’ brother, James, Jr. teaches at Neely’s Bend, as well as her cousin, Kenny Martin, who teaches and coaches at MLK.
- Phyllis and her immediate family members are all members of Schrader Lane church and have given back to the community in so many ways during their 50 years of membership and service to church family.

AGREEMENT AND DECLARATION OF TRUST
As Amended

AGREEMENT AND DELCARATION OF TRUST made this 24th day of August, 1965, by and between Frank P. Grisham, Mrs. C.F. Mager, S.L. Wright, Jr., Kenneth B. Anderson, H.B. McDonough and Joseph W. Goss (hereinafter called the "Trustees") and the Metropolitan County Board of Education of The Metropolitan Government of Nashville and Davidson County (hereinafter called the "Employer").

WITNESSETH:

WHEREAS, pursuant to Sections 9.03 and 13.09 of the Charter of the Metropolitan Government of Nashville and Davidson County, the Employer desires to establish a plan providing Group Life, Medical, Accidental Death, Disability Income, Tax Deferred Annuities and other appropriate employee benefits for its professional employees (hereinafter called the "employees") and,

WHEREAS, to this end, and to the extent of its power to do so, the Employer desires to provide for the establishment of a Trust Fund to be maintained by contributions of the Employer and its employees for the sole benefit of its employees and to be known as the Metropolitan Board of Education Professional Employees Insurance Trust Fund (hereinafter called the "Fund") and,

WHEREAS, the Employer is desirous of authorizing the Trustees to undertake such action as is necessary to fulfill the purpose set forth in the penultimate paragraph;

NOW, THEREFORE, in consideration of the premises, the Trustees declare that, subject to the final approval of the Employer, they will receive and hold the contributions of the Employer and its employees and the said Trustees declare that they will receive and hold any other monies or property which may come into their hands as Trustees hereunder (all such Employer contributions, employee contributions, monies and property begin herein called the "Trust Estate") with the following powers and duties, and for the following uses, purposes and trusts, and none other, to wit:

1. The Trustees, in their names as Trustees, shall demand, collect, receive and hold such contributions as may be due the Trust Fund and payments from any source whatsoever and may take such steps, including the institution and prosecution of, or the intervention in, any proceeding at law, in equity or in bankruptcy, as they deem necessary or desirable to accomplish the collection of such contributions or payments. Any insurance dividends or experience rating refunds, which may from time to time be received by the Trustees, may be held or used by them for the purposes of the Fund.
2. The Trustees shall deposit all monies received by them in such bank or banks as they may select for that purpose and may invest and re-invest, in such securities as are legal for the investment of trust funds under the laws of the State of Tennessee, such funds as they do not require for current expenditures. The Trustees may determine that checks drawn upon the bank account of the Trust Estate shall require the signature of two or three persons the Trustees may select, one of whom

may be a person other than a Trustee to whom such a delegation of power may be made by the Trustees.

3. The Trustees shall contract an insurance company or service organization, duly authorized to conduct its business in the State of Tennessee, for the issuance of a policy for policies of employee benefits to be issued to the Trustees, providing such benefits for employees of the Employer as the Trustees in their sole discretion may from time to time determine. Such policies may contain such provisions and be subject to such limitations and conditions as the Trustees, in their sole discretion, from time to time determine.
4. The Trustees shall use and apply the Trust Estate for the following purposes:
 - (a) to pay or provide for payment of the premiums under policies of group insurance referred to in 3 above.
 - (b) to establish and accumulate such reserve funds as the Trustees in their discretion deem necessary or desirable for the proper administration of the Trust herein created.
 - (c) to pay or provide for the payment of all the reasonable and necessary expense of administering the affairs of the Trust, as the Trustees, in their sole discretion, find necessary or appropriate in the performance of their duties.
5. The Trustees shall have the right to require such reports as may be necessary to the fulfillment of the Trust Agreement and the contracts of insurance.
6. During the continuance of this Trust, neither the Employer, nor any employee of the Employer, nor any person claiming by, through or under any one of them, shall have any right, title or interest in or to the Trust Estate or any part thereof; except as provided in item #9 of this agreement relative to the elected representative of the professional employees and Coordinator of Employee Insurance and Retirement.
7. The Trustees are empowered, should they deem it necessary, to terminate the existing insurance contracts and to replace same with contracts of other duly licensed insurance carries and/or to cause to be altered, amended or modified the aforesaid contracts of insurance in such fashion as they deem expedient. Such termination, alteration, amendment or modification of aforesaid contracts of insurance shall not bind the Employer to any specific contribution or rate of contribution in excess of previous contributions or rates of contributions of the Employer.
8. The Trustees shall be protected in acting upon any paper or document believed by them to be genuine and to have been made, executed or delivered by the party purporting to have made, executed or delivered the same, and shall be protected in relying and acting upon the opinion of counsel in connection with any matter pertaining to the administration or execution of this Trust. The Trustees shall not be liable for any action taken or omitted by them in good faith nor for the act of any agent, employee or attorney selected by the Trustees with reasonable care. No

Trustee shall be liable for any act or omission of any other Trustee. The Trustees may delegate any of their ministerial powers or duties hereunder to any of their agents or employees.

9. The Trusteeship shall be composed of nine (9) members, whose terms of office shall be three (3) years and shall be so staggered that the terms of two (2) members expire every year except for every third year when the term of four (4) members shall expire. Three (3) members shall be members of the Board of Education and appointed by the Chairman of the Board of Education with the approval of the Board of Education. Two (2) members shall be representatives of the school district and be appointed by the Director of Schools. Three (3) members shall be representatives of the professional employees and shall be elected by the Professional Employees under a plan adopted by the Representative Assembly of the MNEA. One member shall be a retiree representative elected under a plan adopted by the Metropolitan Nashville Retired Teachers Association. Original members of the Trusteeship shall be so appointed and elected that two (2) shall serve for one year, two (2) shall serve for two years, and two (2) shall serve for three years. Thereafter, as vacancies occur by expiration of term, members shall be appointed and elected for a term of three (3) years. Appointments or elections to fill other vacancies shall be for the remainder of the term of the former member. Terms shall begin July 1 and end June 30. Original terms shall be considered as having begun as of July 1, 1965.
10. The initial Trustees named in the first paragraph of Agreement and Declaration of Trust shall serve until the appointments and elections outlined in 9 above shall be accomplished.
11. A Trustee may resign by an executed, written instrument to that effect delivered to the remaining Trustee.
12. In the event of the resignation, death, disqualification, disability or refusal to act of a named Trustee, or his successor, a Successor Trustee shall be appointed by the Employer, in the case of appointed trustees, and by election as outlined in 9 above in the case of the elected member. Each Trustee shall be entitled to one vote and the Trustees shall elect their own chairman. Decisions of the Trustees shall be made by the concurring vote of the majority of the Trustees. The Trustees shall meet as often as they deem necessary but at least once annually. Any two Trustees may call a meeting of the Trustees at any time by giving at least five (5) days written notice of the time and place thereof to each Trustee. Meetings of the Trustees may also be held at any time without notice if all of the Trustees consent thereto. Due notice of changes in the Board of Trustees shall be filed by the Trustees with the insurer. No vacancy or vacancies in the office of Trustee shall impair the power of the remaining Trustees, acting in the manner herein provided, to administer the affairs of the Trust.
13. Any Successor Trustee appointed or elected as hereinabove provided shall, upon his acceptance in writing of the terms of the Trustee, shall be vested with all the rights, powers and duties of his predecessor.

14. No party dealing with the Trustees in relation to this Trust shall be obliged to see to the application of any money or property constituting the Trust Estate, or to see that the terms of this Trust have been complied with, or shall be obliged to inquire into the necessity or expediency or any act of the Trustees, and every instrument executed by the Trustees shall be conclusive that (1) at the time of the delivery of said instrument the Trust hereby created was in full force and effect; that (2) such instrument was executed in accordance with the terms and conditions contained in this Trust Agreement; and that (3) the Trustees were duly authorized and empowered to execute such instrument. The receipt given by the Trustees for any monies or other property received by them shall effectually discharge the person or persons paying or transferring the same and such person or persons shall not be bound to see to the application, or be answerable for the loss of misapplication, thereof.
15. The provisions of this agreement may be amended at any time by an instrument in writing executed by the Trustees, subject to approval in writing by the Employer; provided, however, that no amendment shall alter or negate the primary purpose of this Trust which is to provide insurance protection for the employees of the Employer.
16. The Trustees, with respect to all their official transactions, shall keep true and accurate books of account and records which shall be audited not less often than annual by a Certified Public Accountant.
17. The Trustees shall have the power to make, adopt, amend and repeal rules and regulations to carry out the provisions hereof. The Trustees are empowered to adjust, in their discretion, any claims brought by or against them as Trustees and to institute such legal proceedings as they, in their discretion, deem necessary.
18. In the event that the Employer decides to discontinue making further contributions to the Fund, the Trustees shall apply the Trust Estate to the purposes herein stated. Any balance which cannot be so applied shall be utilized for such other purposes as, in the opinion of the Trustees, will best fulfill the general purposes hereof. Upon the disbursement of the entire Trust Estate, this Trust shall terminate.
19. All Trustees, and such of their Employees whose duties entail the handling of funds shall obtain fidelity bonds in the amounts which (and from such surety companies as) shall be determined by the Trustees. The cost of the premiums for bonds shall be paid out of the Trust Fund.
20. This Trust is created and accepted in the State of Tennessee and all questions pertaining to the validity or construction of said Trust shall be determined in accordance with the laws of the State of Tennessee.
21. In exercising the powers and authority imposed upon them by this instrument, the Trustees are exercising the powers, authority and functions of the Metropolitan County Board of Education and the Metropolitan Government of Nashville and Davidson County and all actions of the Trustees are subject to the approval of such Board of Education and the administration of the Trust Fund and the performance

of all other functions provided for in this instrument are done by the Trustees as an instrumentality of the said Metropolitan County Board of Education which shall have the ultimate authority in all determinations and decisions with reference to all matters contained herein.

IN WITNESS WHEREOF, and as evidence of its agreement to the provisions herein contained, the Employer has executed this agreement upon the 24th day of August, 1965.

TRUSTEES:

C. R. Dorrier
Chairman, Board of Education

Margaret Mager
Kenneth B. Anderson
Frank P. Grisham
H. B. McDonough
S. L. Wright
Joseph W. Goss

Addendum #1

The first amended agreement was approved by the Board of Education on September 28, 1978 – first amendment.

A second amendment adding retiree representation and the Asst. Supt of HR as trustees (#9) was approved by the Board of Education on August 14, 2007.

A third amendment replacing Assistant Superintendent of HR with Chief Operating Officer was approved by the Trust on August 15, 2016.

A fourth amendment replacing Chief Operating Officer with Chief Financial Officer was approved by the Trust on April 26, 2023.

This fifth amendment approved by the Trust on October 18, 2023, increases the number of Trustees to 9 and replaces Chief Financial Officer with two representatives of the school district appointed by the Director of Schools. It also reflects the change in current trustees.

Addendum #2

As of May 20, 2026, the members of the trust board include:

TRUSTEES:

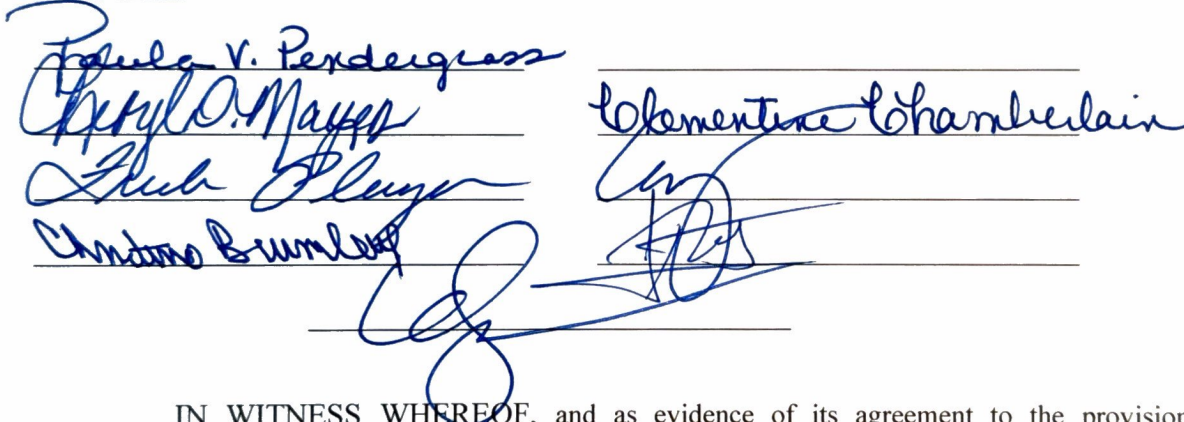
Freda Player
Chair, Board of Education

Paula Pendergrass
Clementine Chamberlain
Christina Brumleve
Berthena Nabaa-McKinney
Cheryl Mayes
Lisa Spencer
Jorge Robles
Graham Spencer

The Trustees and Employer have reviewed terms and conditions of the above referenced trust agreements and amendments and agree to adopt the above referenced agreement as is.

IN WITNESS WHEREOF, and as evidence of its agreement to the provisions herein contained, the Trustees have executed this agreement upon the 20th day of May 2026.

TRUSTEES:



IN WITNESS WHEREOF, and as evidence of its agreement to the provisions herein contained, the Employer has executed this agreement upon the 20 day of May 2026.


Chair, Board of Education

Metropolitan Nashville Public Schools
Sales Tax Collections
As of May 20, 2026

General Purpose Fund

MONTH	2025-2026 Projection	TOTAL 2025-2026 COLLECTIONS	\$ Change For Month - FY26 Projection	% Change For Month - FY26 Projection	% Increase / Decrease Year- To-Date
September	\$25,871,851.93	\$27,136,447.38	\$1,264,595.45	4.89%	4.89%
October	34,565,123.01	33,617,925.55	(947,197.46)	-2.74%	0.53%
November	33,257,055.89	34,702,025.51	1,444,969.62	4.34%	1.88%
December	36,567,057.00	37,064,952.21	497,895.21	1.36%	1.74%
January	33,919,051.51	32,385,259.35	(1,533,792.16)	-4.52%	0.44%
February	38,519,191.06	38,590,100.02	70,908.96	0.18%	0.39%
March	31,256,104.52	29,633,364.25	(1,622,740.27)	-5.19%	-0.35%
April	29,544,337.28	30,879,073.54	1,334,736.26	4.52%	0.19%
May	35,416,945.19	36,547,420.33	1,130,475.14	3.19%	0.55%
June	35,731,504.12				
July	36,402,164.71				
August	36,620,713.78				
TOTAL	\$407,671,100.00	\$300,556,568.14	\$1,639,850.75		0.55%

Debt Service Fund

MONTH	2025-2026 Projection	TOTAL 2025-2026 COLLECTIONS	\$ Change For Month - FY26 Projection	% Change For Month - FY26 Projection	% Increase / Decrease Year- To-Date
September	\$3,825,655.64	\$4,012,638.15	\$186,982.51	4.89%	4.89%
October	5,110,936.98	4,971,048.78	(139,888.20)	-2.74%	0.53%
November	4,917,701.45	5,131,353.55	213,652.10	4.34%	1.88%
December	5,407,149.37	5,480,757.14	73,607.77	1.36%	1.74%
January	5,015,590.35	4,788,775.67	(226,814.68)	-4.52%	0.44%
February	5,695,810.30	5,706,279.21	10,468.91	0.18%	0.39%
March	4,621,821.93	4,381,855.77	(239,966.16)	-5.19%	-0.35%
April	4,368,703.91	4,566,057.49	197,353.58	4.52%	0.19%
May	5,237,083.02	5,404,230.22	167,147.20	3.19%	0.55%
June	5,283,596.66				
July	5,382,766.85				
August	5,415,083.56				
TOTAL	\$60,281,900.00	\$44,442,995.98	\$242,543.05		0.55%