



BOARD OF EDUCATION AMENDMENT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Kevin Crumbo, Finance Director
Metropolitan Department of Finance

Contract Number: 7515597 Contractor: Liberty Collegiate Academy
 Sourcing Method: Amendment of a Previously Board Approved Contract
 Start Date: 1/1/2025 End Date: 6/30/2031
 Address: 3515 Gallatin Pike City: Nashville State: TN Zip: 37216
 Supplier Number: 12174 Supplier Email: cshumaker@republiccharterschools.org

PURPOSE OF CONTRACT:

Amendment #1 to update usable square footage, update Attachment A, and update yearly payment schedule to reflect updated square footage. Contract is for a lease agreement at Liberty Collegiate Academy.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **10/22/2024**
 Is this an Intergovernmental Contract? **No**
 Is there DBE Participation? **No** Type of DBE (check all that apply): SBE MBE WBE SDV
 Value/Percentage of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:
 Amount expected to receive: Business unit to which it will be deposited:
 Are matching funds required? **No** If yes, amount of obligation:
 If yes, specify fund that is being obligated:

AMENDMENT FINANCIAL SUMMARY:

This is a Revenue Contract

BUDGET INFORMATION:

Account number: Revenue Fund number: Revenue *kk* *R*

MNPS Contact Person: Casey Megow
 Email Address: casey.megow@mnps.org

Contract Agent: Stephen Pitman
 Email Address: Stephen.Pitman@mnps.org

**AMENDMENT NUMBER 1 TO
METROPOLITAN NASHVILLE PUBLIC SCHOOLS CONTRACT
WITH
LIBERTY COLLEGIATE ACADEMY
FOR
LEASE AGREEMENT**

This amendment is entered into by and between the **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Nashville Public Schools** (“MBPE” or “MNPS”) and **Liberty Collegiate Academy** (“Contractor”).

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement filed with the Metro Clerk’s Office on 1/24/2022 MBPE Contract # 7515597, collectively hereinafter the “Contract”, the parties hereby agree as set forth below.

1. The following items have hereby been added or deleted:
 - a. The usable square footage has been updated. The usable square footage has been reduced by 6,714 SF for a new usable square footage of 28,444 SF.
 - b. Attachment A has been updated to reflect the new square footage of 28,444 SF. The updated attachment is attached to this amendment as Attachment A (Rev 1).
 - c. Section 5(b) has been updated to read as follows:

Start	End	Rate	SqFt	Monthly
7/14/2021	6/30/2022	\$ 5.00	35158	\$ 14,649.17
7/1/2022	6/30/2023	\$ 6.00	35158	\$ 17,579.00
7/1/2023	6/30/2024	\$ 6.18	35158	\$ 18,106.37
7/1/2024	6/30/2025	\$ 6.37	28444	\$ 15,088.12
7/1/2025	6/30/2026	\$ 6.56	28444	\$ 15,540.76
7/1/2026	6/30/2027	\$ 6.75	28444	\$ 16,006.99
7/1/2027	6/30/2028	\$ 6.96	28444	\$ 16,487.20
7/1/2028	6/30/2029	\$ 7.16	28444	\$ 16,981.81
7/1/2029	6/30/2030	\$ 7.38	28444	\$ 17,491.27
7/1/2030	6/30/2031	\$ 7.60	28444	\$ 18,016.00

- d. The Criminal Background Checks clause within the Contract is hereby removed and replaced with the following language:

Criminal Background Checks

Contractor shall comply, and shall assure that any of its subcontractors performing work under this Contract comply, with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

When applying for the background check defined above, Contractor's employees and subcontractors must specify the appropriate ORI code for results reporting and provide MNPS with the green light letter per employee.

- If Contractor and any of its subcontractors performing work under this Contract will have direct contact with MNPS students, MNPS ORI code (TN930050Z) shall be used.
- If Contractor and any of its subcontractors performing work under this Contract will not have direct contact with MNPS students (e.g. roofers, electricians, welders, etc.), Contractor's own ORI code (TNXXXXXX) shall be used.

The requirement stated in the preceding paragraph does not apply to a person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.

- e. The following Boycott of Israel Act clause is hereby added as a new section in the Contract.

Boycott of Israel Act

In accordance with the Boycott of Israel Act (Tennessee Code Annotated Title 12, Chapter 4, Part 1), Contractor certifies that it is not currently engaged in and, for the duration of the Contract, will not engage in a boycott of Israel. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

2. Subject to the modifications set forth in this Amendment, the above-referenced Contract between the parties is hereby ratified and confirmed.
3. This Amendment shall not be binding upon the parties until it has been signed first by the authorized representatives of Contractor, by the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

~~ BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK ~~

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

APPROVED:

Freda Player _____
MBOPE Board Chair

RECOMMENDED:

Kevin Edwards _____
Director of Procurement

Casey Megow _____ *SR*
Department Head

Maura Black Sullivan _____
Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Revenue _____ *kk*
Account #: _____

Jorge Pablos _____
Chief Financial Officer

Kevin Crumbo/MLL _____ *R*
Metropolitan Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Justin Marsik _____
Metropolitan Attorney

CONTRACTOR:

RePublic Charter Schools

Firm/Organization

Cody Shumaker _____
Signature

Cody Shumaker

Name

Regional Executive Director

Title

9/23/2024 | 7:31 AM PDT

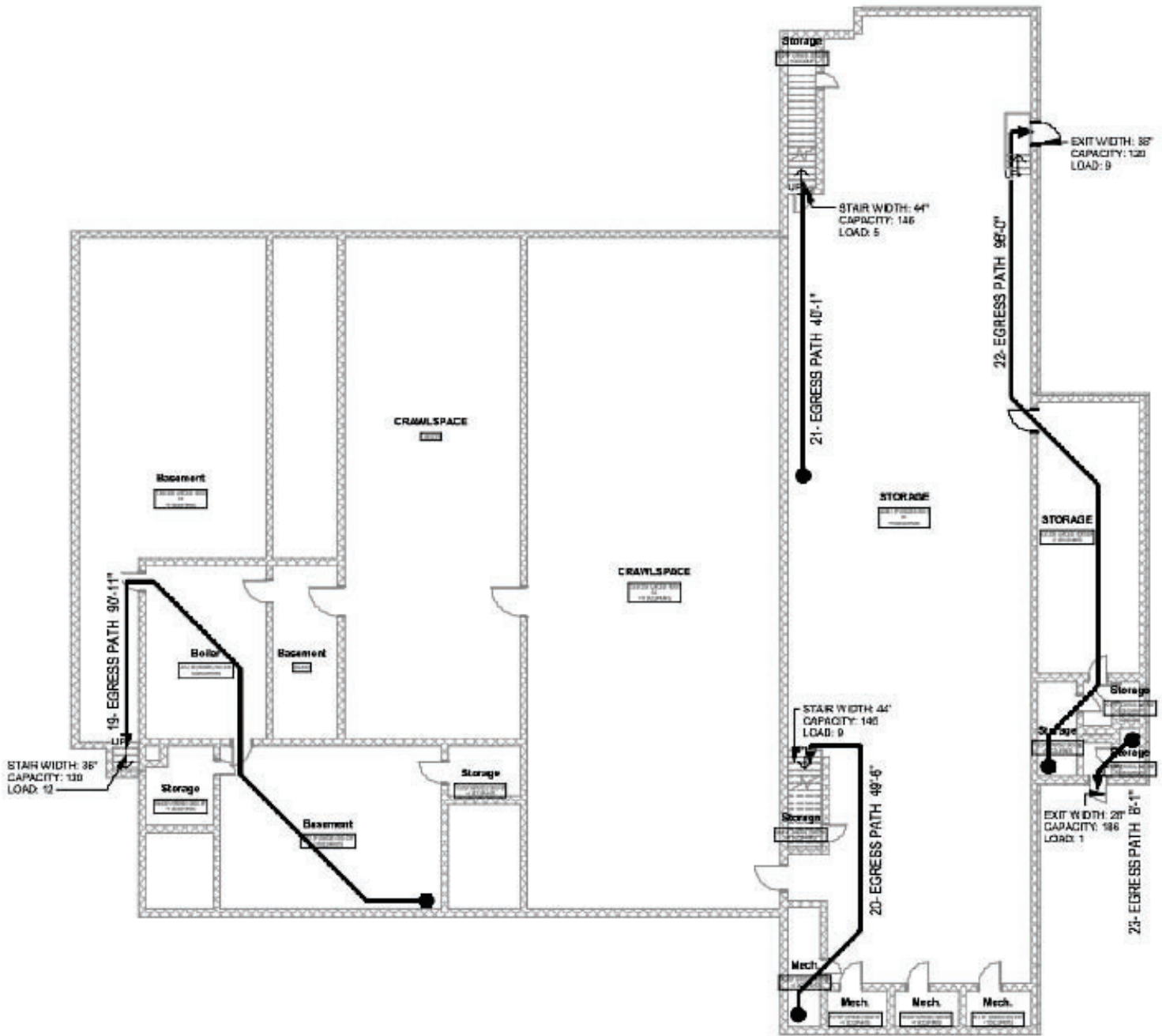
Date

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

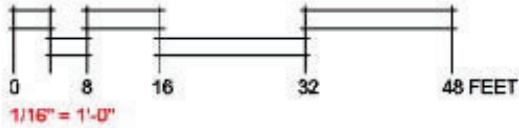
Metropolitan Clerk

Date Filed

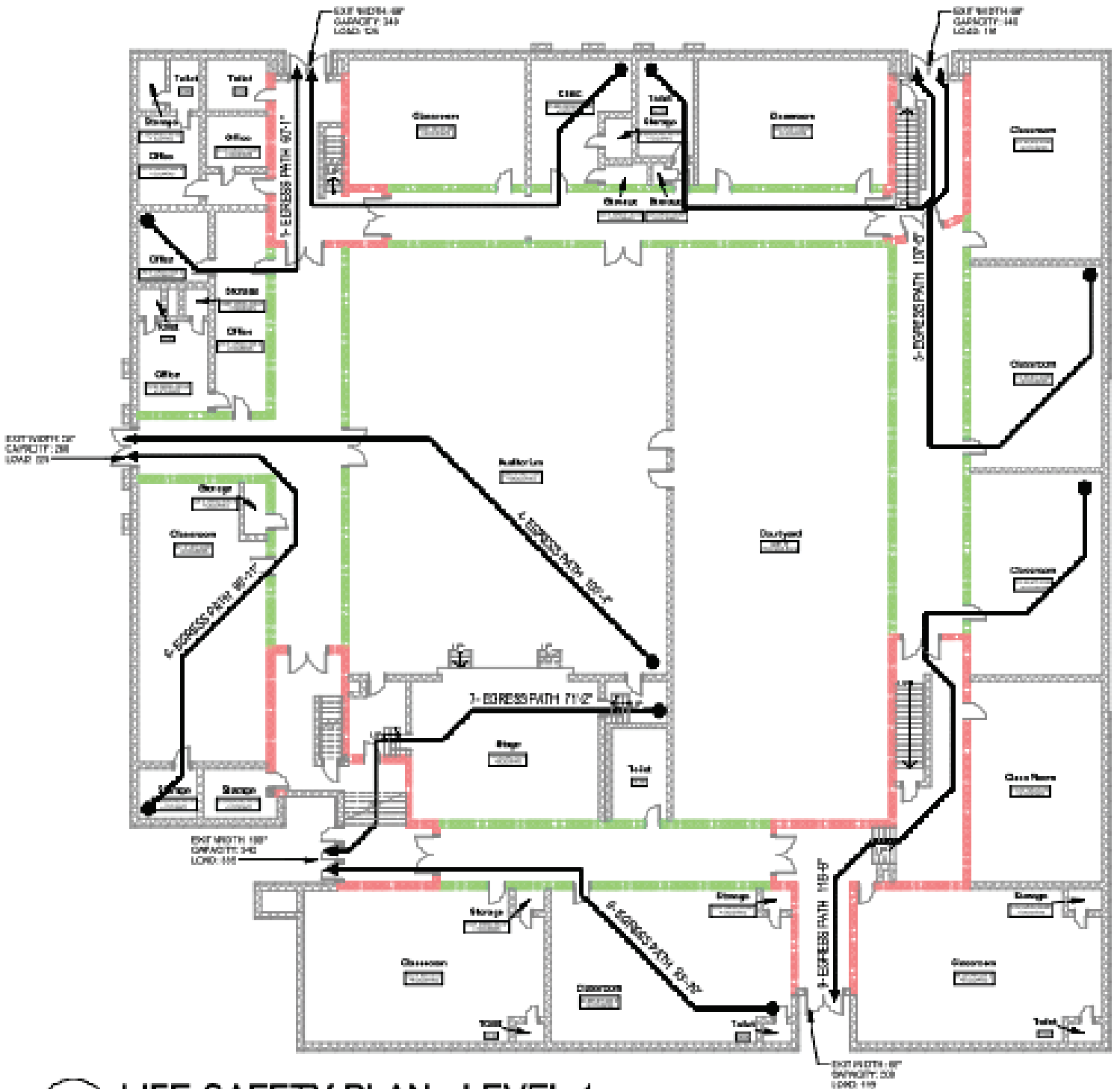
Attachment A (Rev 1)



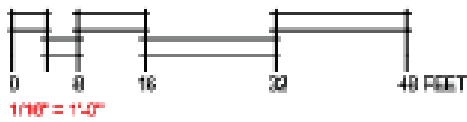
3 LIFE SAFETY PLAN - BASEMENT



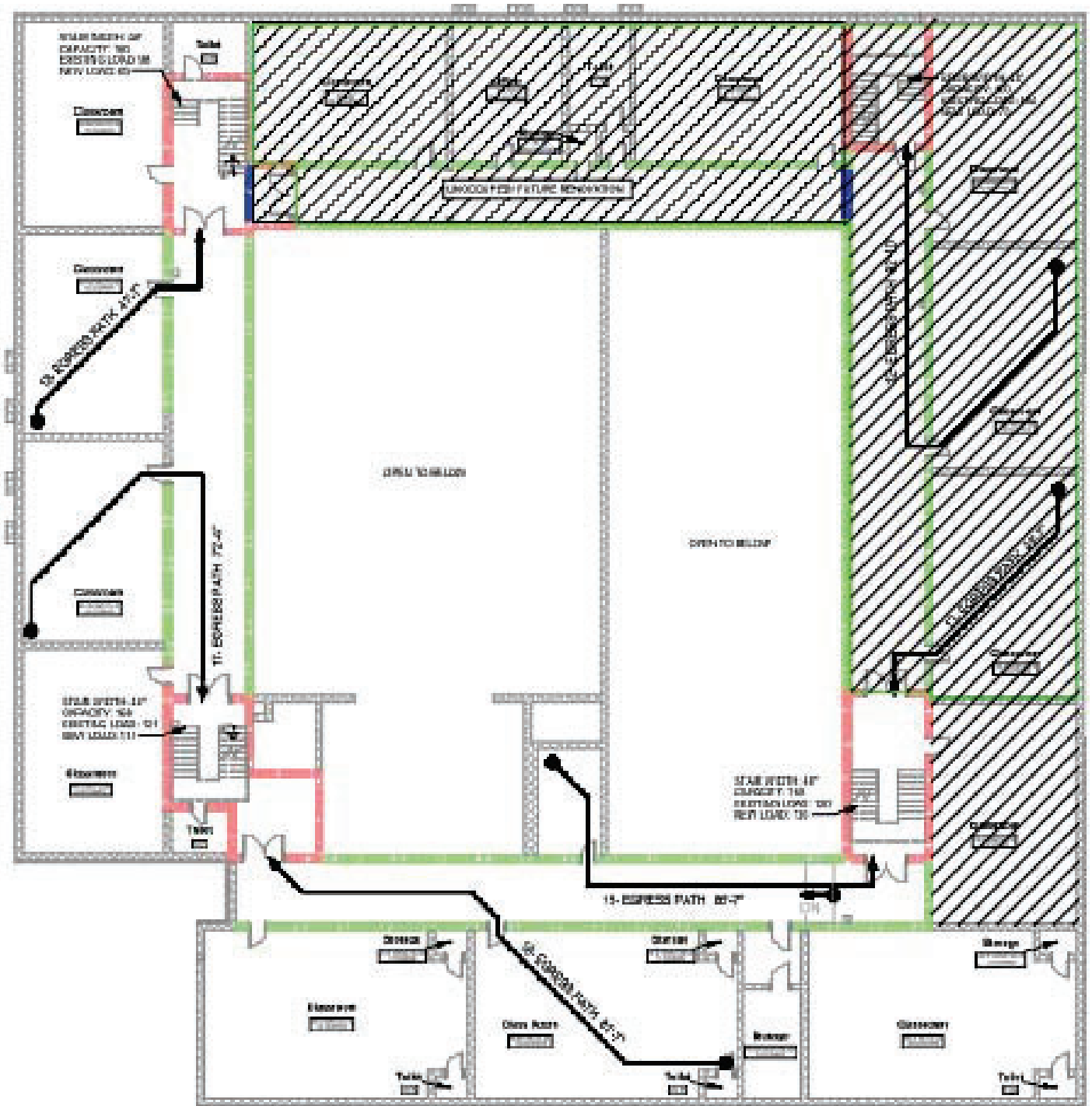
NOTE: EXISTING CONDITIONS TO REMAIN. NO WORK ON THIS LEVEL.



2 LIFE SAFETY PLAN - LEVEL 1



NOTE: EXISTING CONDITIONS TO REMAIN, NO MORE ON THIS LEVEL.



1 LIFE SAFETY PLAN - LEVEL 2

