



# BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD  
OF PUBLIC EDUCATION

TO: Kelly Flannery, Director  
Metropolitan Department of Finance

Contract Number: 7538345 Contractor: Conexion Americas  
Sourcing Method: Negotiated Services  
Start Date: 1/1/2023 End Date: 12/31/2032  
Address: 2195 Nolensville Pike City: Nashville State: TN Zip: 37211  
Supplier Number: 19262 Supplier Email: martha@conexionamericas.com

## PURPOSE OF CONTRACT:

Provision for MNPS to lease space from Conexion Americas at Casa Azafran facility.

## CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **8/9/2022**  
Is this an Intergovernmental Contract? **No**  
Is this a Revenue contract (Board of Education will receive funds)? **No**  
Is there DBE Participation? **No** Type of DBE (check all that apply):  SBE  MBE  WBE  SDV  
Value 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:

## CONTRACT FINANCIAL SUMMARY:

Amount obligated for current fiscal year is: \$125,000.00  
The not to exceed contract value is: \$1,550,000.00

## BUDGET INFORMATION:

Account number: 80101186.505231.2358910 Fund number: 35131

*kk* *RW*

MNPS Contact Person: Molly Hegwood  
Email Address:

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

# Lease

THIS LEASE (“Lease”), made the **1<sup>st</sup> day of January, 2023**, between CONEXION AMERICAS, a Tennessee not-for-profit corporation (“Landlord”) and **Metro Nashville Public Schools (“MNPS”)**(“Tenant”).

## WITNESSETH:

1. **Premises, Term and Rent.** Landlord leases to Tenant and Tenant leases from Landlord the space designated as the “Premises” on Exhibit A attached hereto (the “Premises”) in the approximately 28,800 square foot portion of the structure known as Casa Azafrán (such portion being hereinafter referred to as “Casa Azafrán”) and located at 2195 N. Nolensville Pike in Nashville 37211 (the “Building”). The Premises contain approximately **8,975** square feet (*EL Office = 265SF, Pre-Kindergarten = 8,710SF*) of the approximately 28,800 square feet contained in Casa Azafrán as a whole.
2. **Term.** The initial term of this Agreement (the “Term”) shall be for ten (10) years commencing on January 1, 2023 and shall expire on December 31, 2032, at which time the leasehold, and all improvements thereon, shall revert to Lessor free and clear of all liens, claims, or encumbrances whatsoever. This lease shall no become effective until and after all signatories listed below have affixed their signature and the Lease has been approved by the Metropolitan Nashville Board of Education.
3. **Compensation.** MNPS will compensate on a per month basis for the use of the facility, upon receipt of invoice. MNPS will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payments within 60 days. MNPS shall make payments based on the below monthly rate table:

### **EL Office (265 Square Feet as well as parking spaces):**

- Year 1: \$900 per month (265SF X \$3.39 per SF)
- Year 2: \$936 per month (265SF X \$3.53 per SF)
- Year 3: \$1,012.34 per month (265SF X \$3.82 per SF)
- Year 4: \$1,184.09 per month (265SF X \$4.46 per SF)
- Year 5: \$1,331.84 per month (265SF X \$5.02 per SF)
- Year 6: \$1,498 per month (265SF X \$5.65 per SF)
- Year 7: \$1,557.92 per month (265SF X \$5.87 per SF)
- Year 8: \$1,620.17 per month (265SF X \$6.11 per SF)
- Year 9: \$1,684.92 per month (265SF X \$6.35 per SF)
- Year 10: \$1,752.25 per month (265SF X \$6.61 per SF)

### **Pre-Kindergarten (8,710 Square Feet as well as parking spaces):**

- Year 1: \$9,530.19 per month (8,710 SF X \$1.09 per SF)

- Year 2: \$9,911.39 per month (8,710 SF X \$1.13 per SF)
- Year 3: \$10,307.84 per month (8,710 SF X \$1.18 per SF)
- Year 4: \$10,720.15 per month (8,710 SF X \$1.23 per SF)
- Year 5: \$11,148.95 per month (8,710 SF X \$1.28 per SF)
- Year 6: \$11,594.90 per month (8,710 SF X \$1.33 per SF)
- Year 7: \$12,058.69 per month (8,710 SF X \$1.38 per SF)
- Year 8: \$12,541.03 per month (8,710 SF X \$1.43 per SF)
- Year 9: \$13,042.67 per month (8,710 SF X \$1.49 per SF)
- Year 10: \$13,564.37 per month (8,710 SF X \$1.55 per SF)

There will be no other charges or fees for the performance of this Contract.

Total compensation to be paid to Contractor under this Contract is not to exceed **\$1,550,000**.

4. Appurtenances. Landlord grants to Tenant and covenants that Tenant shall have during the term of this Lease, at no additional cost to Tenant, (a) the non-exclusive use of parking spaces in the parking lot adjoining the Building, (b) the non-exclusive use of any and all public restrooms, (c) the non-exclusive use of the common areas designated on **Exhibit A** as “Corridor/Community Art Gallery” for purposes of ingress and egress, (d) the non-exclusive use of the common area designated on **Exhibit A** as “Shared Staff Lounge” for Tenant’s employees, and (e) the non-exclusive use of the areas marked as “Training/Multi-Purpose Room” and “Courtyard”, all subject to Tenant’s compliance with rules and regulations from time to time promulgated by Landlord.

5. Lessee’s Repairs and Utilities. Tenant will keep the Premises, including without limitation interior walls, floors, ceiling and light fixtures, as clean and in as good repair as same are at the commencement of the term hereof or may be put in during the continuance thereof, reasonable wear and tear and damage by fire, other casualty or condemnation excepted, and will promptly replace all glass in the perimeter of the Premises broken during the said term with glass of the same quality or reimburse Landlord for such costs.

Tenant shall be responsible for all telephone, internet and cable serving the organization within the premises with no exceptions. In case of charges to the Landlord this shall be billed for any such services by the provider thereof, Tenant shall reimburse Landlord for the amount thereof within fifteen (15) days of being furnished with a statement from Landlord with respect thereto.  
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6. Lessor’s Repairs and Utilities. Landlord shall maintain and keep in good repair and working order the roof, exterior walls, sprinkler system, HVAC system, electrical wiring and plumbing system of the Building, the adjoining courtyard and parking lot, and all underground water and sewerage pipes. Landlord shall also provide normal and customary janitorial services for the Building, including the Premises. Landlord will keep the Building

insured against damage by fire and other casualty in an amount up to its full insurable value. Landlord shall be responsible for the payment of all bills and/or assessments for electricity, natural gas, water and sewer serving the Premises.

7. Right of Entry. Landlord may at reasonable times and on reasonable notice to Tenant enter the Premises to inspect them and make any repairs required by Section 7 or required by Section 6 that Tenant has failed to make, and during the ninety (90) days preceding the expiration of this Lease, may show the Premises to persons who may wish to lease same, provided Tenant's occupancy is not interfered with. If Landlord makes any repairs required to be made by Tenant under Section 6, Tenant shall pay Landlord as additional rent a sum equal to the amounts expended by Landlord within ten (10) days after Landlord presents Tenant with a statement setting forth the repairs made and the amounts expended. Landlord and its contractors also shall have access to the Premises for all purposes of providing janitorial services to the Premises as provided in Section 7 hereof.

8. Renovations and Alterations of Premises. Subject in all cases to Landlord's prior written approval of all plans and specifications for renovations, and subject to the condition that Tenant shall allow no lien to be placed against the Premises or the Building, Tenant may at its sole cost and expense renovate the Premises in connection with its business and make related alterations to its improvements. In doing so, Tenant shall comply with all conditions and requirements imposed by Landlord in connection therewith. All renovations, alterations, additions, repairs, replacements and improvements made to or upon the Premises shall be deemed to be part of the Premises and shall become the property of Landlord upon the Expiration Date or other date of termination of this Lease; provided, however, that trade fixtures, machinery and equipment that are installed by Tenant and removable without materially injuring the Premises shall remain the property of Tenant.

9. Fire or Other Casualty. If the Premises should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the Premises and to prevent Tenant from using them in substantially the manner theretofore used, either Landlord or Tenant may terminate this Lease upon giving notice to the other within fifteen (15) days after the casualty occurs. Should such termination occur on any day other than the last day of a monthly rental period, any unearned prepaid rental shall be refunded to Tenant.

If the Premises are materially damaged by fire or other casualty and neither party elects to terminate this Lease, or if the Premises should be damaged by fire or other casualty and still be fit for Tenant's continued use in substantially the same manner as theretofore used, then this Lease shall continue in effect and the Premises shall be restored by Landlord. If the event causing damage was not caused by the fault of Tenant, while such restoration is in progress, Tenant shall be entitled to a fair and appropriate abatement of the rental to be paid, said abatement to be based on the amount and value of the Premises used by Tenant. Should the damage necessitating such restoration occur on any day other than the last day of a monthly rental period, then the amount of prepaid rental to be refunded to Tenant shall be based on the amount and value of undamaged space used by Tenant during the remainder of said monthly

rental period.

10. Surrender of Premises. At the expiration of the term of this Lease, Tenant shall peaceably yield up to Landlord the Premises and all erections and additions made thereto except as hereinbefore provided, in good repair in all respects, reasonable use, wear and tear and damage by fire or other casualty or by condemnation excepted.

11. Holding Over. Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month-to-month at a monthly rental equal to 125% of the rent then payable hereunder and otherwise upon the covenants and conditions in this Lease contained, and shall continue to be such tenant until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall immediately following surrender of the Premises to the Landlord, be refunded to Tenant.

12. Use of Premises. The Premises shall be used only for general office, learning and related purposes. Tenant will not at any time use or occupy the Premises in violation of laws, ordinances, or regulations of any government or agency having jurisdiction or in violation of Landlord's insurance contract(s).

13. Insurance. All property of any kind that may at any time be used, left or placed on the Premises during the term of this Lease shall be at the sole risk of the Tenant.

14. Quiet Enjoyment. As long as Tenant is not in default hereunder, Landlord covenants that Tenant shall peaceably hold and enjoy the Premises, subject to the terms of this Lease. All entrances, exits, approaches and means of entrance and approach, and all access to light and air now enjoyed by the Premises, shall be and remain intact and uninterrupted by any act of Landlord during the term of this Lease.

15. Eminent Domain. If the whole of the Premises shall be taken or condemned by any competent authority for any public use or purpose or if such portion thereof shall be taken or condemned as shall materially change the character of the Premises so as to prevent Tenant from using them in substantially the same manner as theretofore used, the term hereby granted

shall cease on the day prior to the taking of possession by such authority or the day prior to vesting of title in such authority, whichever first occurs, and an appropriate pro rata portion of any rent paid in advance by Tenant shall be refunded.

If a portion of the Premises shall be condemned or taken, and if such taking does not result in a material alteration in the character of the Premises so as to prevent Tenant from using them in substantially the same manner as theretofore used, then this Lease shall continue in effect, and any damage to the Premises shall be repaired by Landlord. After the date Tenant is required to surrender possession of the portion taken, the rental payable hereunder shall be reduced in proportion to the decrease in the fair rental value of the Premises.

The entire award of damages or compensation for a taking of the Premises, whether such taking be in whole or in part, shall belong to and be the property of Landlord, except for such compensation as may be made for Tenant's moving or relocation expenses, Tenant's business interruption losses, and for the taking of Tenant's trade fixtures, which compensation shall belong to and be the property of Tenant.

If the Premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this Lease shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this Section. In the event of such temporary taking the entire award of damages in respect of the Premises shall belong to Tenant, and Landlord hereby assigns to Tenant any and all interest it may have in such award. To the extent Tenant is prevented by such temporary taking or occupancy from fulfilling its obligations hereunder, Tenant's failure to do so shall not be deemed a default under this Lease.

16. Assignment and Subleasing. Tenant may not assign or encumber this Lease or sublet the Premises, either in whole or in part, without the prior written consent of the Landlord. Consent to one assignment or subletting will not be deemed consent to any other. The transfer of the majority of the voting stock of Tenant if Tenant is a corporation, the transfer of a majority of the partnership interests in Tenant if Tenant is a partnership, and any transfer by operation of law will be deemed "assignments" requiring Landlord's consent. In the event of any assignment or subletting, Tenant shall remain fully responsible under this Lease.

17. Notices. Any and all notices, elections or demands permitted or required to be made under this Lease shall be in writing, signed by the party giving such notice, election or demand and delivered personally, by email to [martha@conexionamericas.org](mailto:martha@conexionamericas.org) copying

[rosario@conexionamericas.org](mailto:rosario@conexionamericas.org) or sent by certified mail or nationally recognized courier service (such as Federal Express) to the other party at the address hereinafter set forth, or at such other address as may be supplied in writing and of which receipt has been acknowledged

in writing. Except as may be expressly provided to the contrary herein, the date of personal delivery or telecopy, the third (3rd) day after the date of mailing or the first (1st) day after delivery to such courier service, as the case may be, shall be the date of such notice, election or demand. Rejection, refusal to accept or inability to deliver because of a changed address of which no notice has been given shall not affect the validity of any notice, election or demand given in accordance with the provisions of this Agreement. For purposes of this Lease, the addresses of Landlord and Tenant are as follows:

LANDLORD: Conexión Américas

Casa Azafrán Community Center  
2195 Nolensville Pike  
Nashville 37211

Attention: Martha Silva and Tara Lentz,  
Co- Executive Directors

TENANT: \_\_\_\_\_

Casa Azafrán Community Center  
2195 Nolensville Pike  
Nashville 37211

18. **Default and Remedies.** A default or breach of this Lease on the part of Tenant shall be deemed to have occurred if:

(a) Tenant shall fail to pay Landlord any rent when due, or any additional rent or other sum payable by Tenant under this Lease, together with any interest thereon, within (5) days after Landlord notifies Tenant that it is unpaid.

(b) Tenant shall fail to perform or comply with any of the other covenants or conditions of this Lease within thirty (30) days after notice by Landlord to Tenant specifying the condition to be performed or complied with; or, if the performance cannot be reasonably had within the 30-day period, Tenant shall not in good faith have commenced performance within the 30-day period and shall not diligently proceed to completion of performance.

(c) Tenant, any guarantor of the obligations of Tenant hereunder or any successor of Tenant while in possession (i) shall generally not pay or shall be unable to pay its debts as such debts become due; or (ii) shall make an assignment for the benefit of creditors or petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for it, the Premises or a substantial part of its assets; or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have had

any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or (v) shall indicate, by any act or omission, its consent to, approval of or acquiescence in any such petition, application, proceeding or order for relief or the appointment of a custodian, receiver or trustee for it, the Premises or a substantial part of its assets; or (vi) shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

In the event of any default hereunder, Landlord at any time thereafter, may re-enter the Premises and expel, remove and put out Tenant or any person or persons occupying the Premises and may remove all personal property therefrom. Upon re-entry Landlord may, at its option, relet the Premises or any part thereof as the agent of Tenant, and Tenant shall pay Landlord the difference between the rent hereby reserved for the portion of the term remaining at the time of re-entry and the amount received under such reletting for such portion of the term. Upon re-entry Landlord may at its option, terminate this Lease and at any time thereafter recover from Tenant all sums then due as well as the amount by which all rent and other payments to be made by Tenant exceed the reasonable rental value of the Premises for the remainder of the Lease term.

All actions taken by Landlord pursuant to this Section shall be without prejudice to any other remedies that otherwise might be available in respect of any default hereunder.

Landlord may elect, but shall not be obligated, to comply with any condition, agreement or term required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for such correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

19. No Waiver. The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.

20. Gender. Wherever appropriate herein, the words "Landlord" and "Tenant" and the pronouns referring thereto, shall be construed singular or plural, masculine, feminine or neuter as the facts warrant.

21. Broker. Tenant warrants and represents that no broker was involved in negotiating or consummating this Lease, and agrees to indemnify and hold harmless Landlord from and against any and all claims for brokerage commissions arising out of any communications or negotiations had by Tenant with regard to the Premises.

22. Waiver of Subrogation. Landlord and Tenant hereby waive all rights of recovery and



causes of action that either has or may have or that may arise hereafter against the other, whether caused by negligence, intentional misconduct or otherwise, for any damage to premises, property or business caused by any perils covered by casualty, building, contents and/or business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance now or hereafter issued, and further provided that the foregoing waivers shall be ineffective if they invalidate any policy of insurance of the parties hereto, now or hereafter issued. Landlord and Tenant will use their best efforts to have their respective insurance companies waive their rights of subrogation as contemplated herein.

23. Signs. Subject to Landlord's prior written approval, Tenant may erect and affix signs on or about the Premises. Tenant shall have the obligation to remove said signs upon the termination of this Lease, it being agreed that Tenant shall repair any damage to the Building caused by the removal of said signs.

24. Subordination. Upon written notice by Landlord to Tenant, this Lease shall be and become subject and subordinate to any and all mortgages or deeds of trust now existing, or that hereafter may be executed, covering the Building, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon, and subject to all the terms and provisions thereof. Tenant agrees to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord or necessary or proper to insure the subordination of this Lease to any such mortgages or deeds of trust. Notwithstanding the foregoing provisions with respect to subordination, such provisions shall not be effective unless the owner or holder of any such mortgage or deed of trust shall execute with Tenant a non-disturbance and attornment agreement under which said owner or holder shall agree to accept the attornment of Tenant and not disturb Tenant's right of possession hereunder upon foreclosure of any such mortgage or deed of trust, if Tenant is not in default. Tenant hereby agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring the Building at any sale or other proceeding or pursuant to the exercise of any other rights, power or remedies under such mortgages or deeds of trust, as if such person, firm or corporation had been named as Landlord herein.

25. Estoppel Letters. Either party hereto shall at any time and from time to time upon not less than ten (10) days' prior written notice from the other execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), and the dates to which the rental and other charges are paid in advance, if any, and acknowledging, to the certifying party's knowledge, that there are not any uncured defaults on the part of the other party hereunder, and that no event has occurred that, by the giving of notice or the passage of time or both, would constitute a default, or specifying such defaults or events if any are claimed. Any such

statement requested by either party may be relied upon by any prospective purchaser or encumbrancer of the Building. Failure of a party to deliver such statement within such time shall be conclusive upon such party that this Lease is in full force and effect, without modification, except as may be represented by the requesting party, that there are no uncured defaults in the requesting party's performance, and that not more than two months rental has been paid in advance.

26. Sale and Conveyance of the Building. Landlord shall have the right to sell and convey the Building at any time during the Lease term, subject only to the rights of Tenant hereunder; and such sale and conveyance shall operate to release Landlord from any liability hereunder after the date of such conveyance.

27. Entire Agreement. The entire understanding between the parties with respect to the leasing of the Premises is set out in this Lease and the exhibits hereto. This Lease supersedes and voids all prior proposals, letters and agreements, oral or written, with respect to the subject matter hereof. No modification or alteration of this Lease shall be effective unless evidenced by an instrument in writing signed by both parties. The law of the State of Tennessee shall be applicable to and shall govern this Lease.

28. Heirs, Successors and Assigns. All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, successors-in-title and assigns of the parties hereto, as the case may be.

[END OF TEXT; SIGNATURES APPEAR ON FOLLOWING PAGE.]

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

**APPROVED:**

Christiane Buggs  
MBPE Board Chair

**RECOMMENDED:**

Kevin Edwards  
Director of Procurement

Molly Hegwood  
Department Head

Mason Bellamy *DW*  
Executive Staff Member

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Account #: 80101186.505231.2328910 *tk*

[Signature]  
Chief Financial Officer

Kelly Flannery *KU*  
Metropolitan Director of Finance

**APPROVED AS TO INSURANCE:**

Balogun Cobb  
Metropolitan Director of Insurance

**APPROVED AS TO FORM AND LEGALITY:**

Justin Marsh  
Metropolitan Attorney

**CONTRACTOR:**

Conexion Americas

Firm/Organization

Martha Silva

Signature

Martha Silva

Name

Co- Executive Director

Title

8/21/2022 | 2:26 PM PDT

Date

Conexion Americas

Firm/Organization

Tara Lentz

Signature

Tara Lentz

Name

Co-Executive Director

Title

9/2/2022 | 9:40 AM CDT

Date

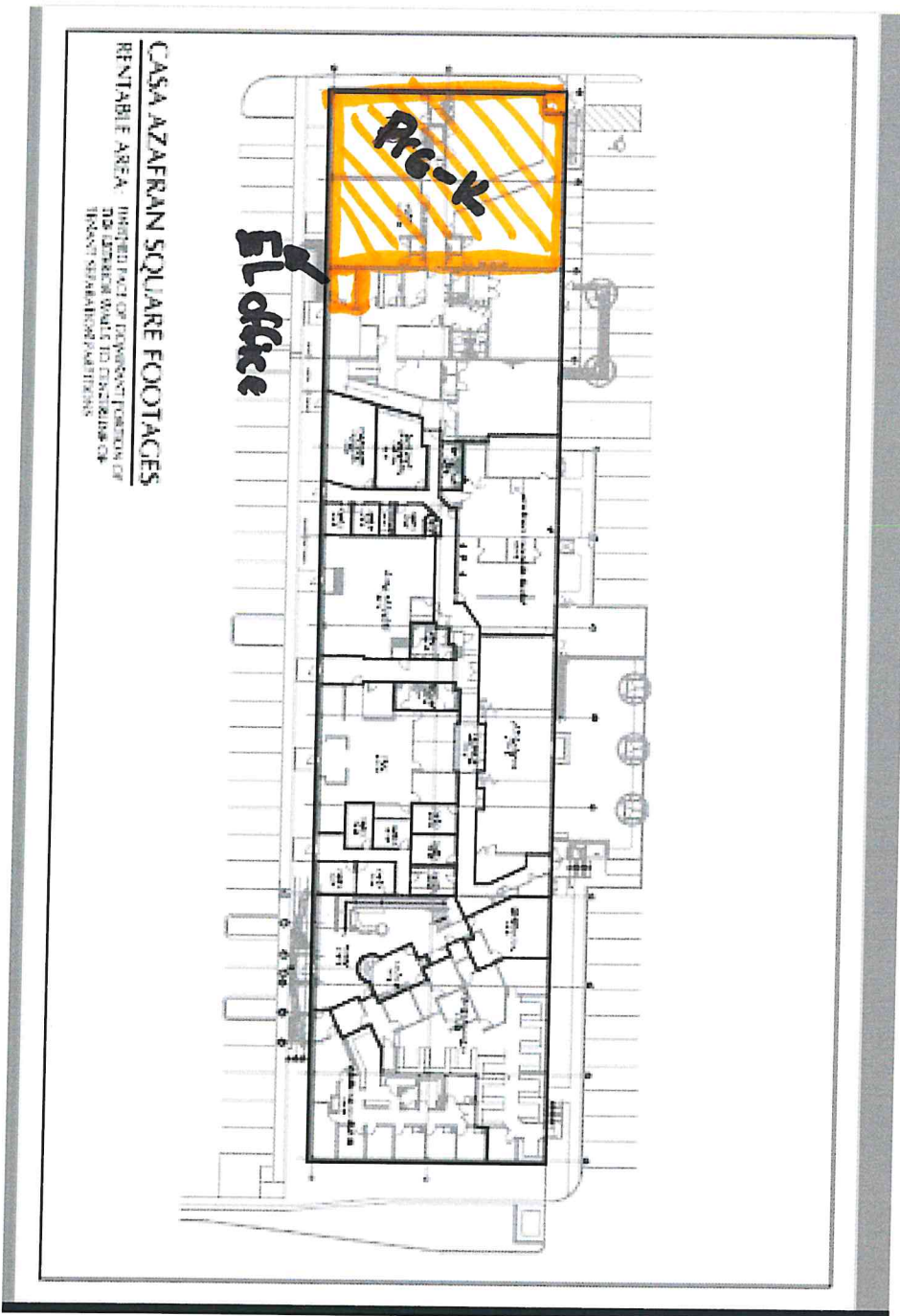
**FILED IN THE OFFICE OF THE METROPOLITAN CLERK:**

Metropolitan Clerk

Date Filed

**EXHIBIT A**

**Floor Plan of Building Designating the Premises**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Fernando Arguello State Farm Insurance</b> 5111 Peter Taylor Park Dr. Suite 200 Brentwood, TN 37027	CONTACT NAME: Alicia Arguello PHONE (A/C, No, Ext): 615 377 3200 E-MAIL ADDRESS: alicia.arguello.mv17@statefarm.com	FAX (A/C, No): 615 377 3288
	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company	
INSURED <b>CONEXION AMERICAS</b> 2195 NOLENSVILLE PIKE NASHVILLE TN 37211-2094	INSURER B :	<input type="checkbox"/>
	INSURER C :	<input type="checkbox"/>
	INSURER D :	<input type="checkbox"/>
	INSURER E :	<input type="checkbox"/>
	INSURER F :	<input type="checkbox"/>

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	92-BU-D551-2	1/01/2022	01/01/2023	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000	
								PRODUCTS - COMP/OP AGG	\$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b>	<input type="checkbox"/>	<input type="checkbox"/>				Building Coverage	\$ 5,505,100	
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>					\$	
	<input type="checkbox"/> DED	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE	\$	
	<input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/>	<input type="checkbox"/>				WC STATUTORY LIMITS	OTHE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE	\$	
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Metropolitan Board of Public Education listed as AI

**CERTIFICATE HOLDER**

**CANCELLATION**

**Metropolitan Board of Public Education**  
 2601 Bransford Ave  
 Nashville, TN 37204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Alicia Arguello*

**Certificate Of Completion**

Envelope Id: 40B4B66BB35546E58026B357393E7B81	Status: Completed
Subject: Conexion Americas 7538345	
Source Envelope:	
Document Pages: 13	Signatures: 10
Certificate Pages: 4	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Stephen Pitman
Time Zone: (UTC-06:00) Central Time (US & Canada)	2601 Bransford Ave.
	Nashville, TN 37204
	Stephen.Pitman@MNPS.org
	IP Address: 96.4.9.1

**Record Tracking**

Status: Original	Holder: Stephen Pitman	Location: DocuSign
7/18/2022 8:40:50 AM	Stephen.Pitman@MNPS.org	

**Signer Events**

Signer Events	Signature	Timestamp
Stephen Pitman stephen.pitman@mnps.org Contract Agent Metropolitan Nashville Public Schools Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 96.4.9.1	Sent: 7/18/2022 8:56:27 AM Viewed: 8/10/2022 7:32:38 AM Signed: 8/10/2022 7:32:41 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Kevin Edwards kevin.edwards@mnps.org Director of Procurement Metro Nashville Public Schools Security Level: Email, Account Authentication (None)	<i>Kevin Edwards</i>  Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 7/18/2022 8:54:42 AM Resent: 8/10/2022 7:32:44 AM Viewed: 8/10/2022 7:51:21 AM Signed: 8/10/2022 7:51:34 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Martha Silva martha@conexionamericas.org Co- Executive Director Conexion Americas Security Level: Email, Account Authentication (None)	<i>Martha Silva</i>  Signature Adoption: Pre-selected Style Using IP Address: 174.215.227.10 Signed using mobile	Sent: 8/10/2022 7:51:38 AM Viewed: 8/21/2022 4:26:01 PM Signed: 8/21/2022 4:26:21 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Tara Lentz tara@conexionamericas.org Co-Executive Director Conexion Americas Security Level: Email, Account Authentication (None)	<i>Tara Lentz</i>  Signature Adoption: Pre-selected Style Using IP Address: 50.236.30.86	Sent: 8/10/2022 7:51:39 AM Viewed: 8/31/2022 7:23:25 AM Signed: 9/2/2022 9:40:36 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

**Signer Events****Signature****Timestamp**

Kevin Knapp

Kevin.Knapp@mnps.org

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 96.4.9.1

Sent: 9/2/2022 9:40:39 AM

Viewed: 9/6/2022 9:44:42 AM

Signed: 9/6/2022 9:44:55 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Molly Hegwood

Molly.Hegwood@mnps.org

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 96.4.9.1

Sent: 9/6/2022 9:44:59 AM

Viewed: 9/6/2022 11:36:12 AM

Signed: 9/6/2022 11:36:26 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

David Williams

David.Williams2@mnps.org

Interim Chief Academic Officer

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 96.4.9.1

Sent: 9/6/2022 11:36:29 AM

Viewed: 9/6/2022 11:43:52 AM

Signed: 9/6/2022 11:44:02 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Mason Bellamy

mason.bellamy@mnps.org

Chief

Security Level: Email, Account Authentication  
(None)Signature Adoption: Pre-selected Style  
Using IP Address: 96.4.9.1

Sent: 9/6/2022 11:44:05 AM

Viewed: 9/6/2022 11:57:59 AM

Signed: 9/6/2022 11:58:07 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Stephen Pitman

stephen.pitman@mnps.org

Contract Agent

Metropolitan Nashville Public Schools

Security Level: Email, Account Authentication  
(None)**Completed**

Using IP Address: 96.4.9.1

Sent: 9/6/2022 11:58:10 AM

Viewed: 9/6/2022 12:35:36 PM

Signed: 9/6/2022 12:35:43 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Chris Henson

chris.henson@mnps.org

CFO

Security Level: Email, Account Authentication  
(None)Signature Adoption: Uploaded Signature Image  
Using IP Address: 96.4.9.1

Sent: 9/6/2022 12:35:46 PM

Viewed: 9/6/2022 1:43:28 PM

Signed: 9/6/2022 1:43:38 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Christiane Buggs Cameo.Bobo@mnpns.org Board Chair Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 9/6/2022 1:43:41 PM Viewed: 9/7/2022 11:37:55 AM Signed: 9/7/2022 11:38:03 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Rose Wood rose.wood@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 9/7/2022 11:38:08 AM Viewed: 9/8/2022 7:37:34 AM Signed: 9/8/2022 7:37:44 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Kelly Flannery tje Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.212.112.162 Signed using mobile	Sent: 9/8/2022 7:37:51 AM Viewed: 9/8/2022 6:49:36 AM Signed: 9/8/2022 6:49:55 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Sally Palmer sally.palmer@nashville.gov Metro Water Services Security Level: Email, Account Authentication (None)	<b>Completed</b> Using IP Address: 170.190.198.100	Sent: 9/8/2022 6:50:00 PM Viewed: 9/9/2022 1:34:01 PM Signed: 9/9/2022 1:37:18 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Balogun Cobb Balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 9/9/2022 1:37:23 PM Viewed: 9/9/2022 3:02:40 PM Signed: 9/9/2022 3:03:05 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Justin Marsh Justin.Marsh@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 9/9/2022 3:03:09 PM Viewed: 9/12/2022 8:37:50 AM Signed: 9/12/2022 8:38:29 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp



Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer Sally.Palmer@nashville.gov Metro Water Services Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 9/12/2022 8:38:34 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/18/2022 8:54:42 AM
Certified Delivered	Security Checked	9/12/2022 8:37:50 AM
Signing Complete	Security Checked	9/12/2022 8:38:29 AM
Completed	Security Checked	9/12/2022 8:38:34 AM

Payment Events	Status	Timestamps
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**Certificate Of Completion**

Envelope Id: 21F0A54574B44843A38FADFEBAD98F37	Status: Completed
Subject: Complete with DocuSign: Conexion Americas Lease at Casa Azafran, 7538345	
Contract Number: 7538345	
Source Envelope:	
Document Pages: 19	Signatures: 5
Certificate Pages: 2	Initials: 2
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Scott Ghee
Time Zone: (UTC-06:00) Central Time (US & Canada)	2601 Bransford Ave.
	Nashville, TN 37204
	Scott.Ghee@MNPS.org
	IP Address: 96.4.9.1

**Record Tracking**

Status: Original	Holder: Scott Ghee	Location: DocuSign
9/28/2022 10:11:42 AM	Scott.Ghee@MNPS.org	

**Signer Events**

Signature	Timestamp
<p>Kevin Edwards            Kevin.Edwards@mnps.org            Director of Procurement            Metro Nashville Public Schools            Security Level: Email, Account Authentication (None)</p>	<p><b>Completed</b></p> <p>Sent: 9/28/2022 10:28:56 AM            Viewed: 9/28/2022 11:21:43 AM            Signed: 9/28/2022 11:22:13 AM</p>
<p>Using IP Address: 107.212.205.136            Signed using mobile</p>	

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<p>Dr. Adrienne Battle            annie.pugh@mnps.org            Security Level: Email, Account Authentication (None)</p>	<p><i>Dr. Adrienne Battle</i></p> <p>Sent: 9/28/2022 11:22:16 AM            Viewed: 9/28/2022 4:05:23 PM            Signed: 9/28/2022 4:05:45 PM</p>
<p>Signature Adoption: Pre-selected Style            Using IP Address: 96.4.9.1</p>	


**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<p>Abraham Wescott            Abraham.Wescott@nashville.gov            Security Level: Email, Account Authentication (None)</p>	<p><i>Abraham Wescott</i></p> <p>Sent: 9/28/2022 4:05:48 PM            Resent: 9/29/2022 8:38:00 AM            Viewed: 9/30/2022 8:43:51 AM            Signed: 9/30/2022 8:44:50 AM</p>
<p>Signature Adoption: Pre-selected Style            Using IP Address: 170.190.198.190</p>	


**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

<p>Rose Wood            Rose.Wood@nashville.gov            Security Level: Email, Account Authentication (None)</p>	<p><i>RW</i></p> <p>Sent: 9/30/2022 8:44:52 AM            Viewed: 10/3/2022 2:16:01 PM            Signed: 10/3/2022 2:16:14 PM</p>
<p>Signature Adoption: Pre-selected Style            Using IP Address: 170.190.198.185</p>	

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
Kelly Flannery Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/3/2022 2:16:16 PM Viewed: 10/4/2022 3:19:59 PM Signed: 10/4/2022 3:20:18 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Justin Marsh Justin.Marsh@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/4/2022 3:20:21 PM Viewed: 10/4/2022 3:59:48 PM Signed: 10/4/2022 4:00:02 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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David Proffitt David.Proffitt@mnps.org Executive Director Facilities, Maintenance and Construction Security Level: Email, Account Authentication (None)		Sent: 10/4/2022 4:00:05 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/28/2022 10:28:56 AM
Certified Delivered	Security Checked	10/4/2022 3:59:48 PM
Signing Complete	Security Checked	10/4/2022 4:00:02 PM
Completed	Security Checked	10/4/2022 4:00:05 PM

Payment Events	Status	Timestamps
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