



# BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD  
OF PUBLIC EDUCATION

TO: Kelly Flannery, Director  
Metropolitan Department of Finance

Contract Number: 7515597      Contractor: Liberty Collegiate Academy  
Sourcing Method: Revenue  
Start Date: 7/1/2021      End Date: 6/30/2031  
Address: 3515 Gallatin Pike      City: Nashville      State: TN      Zip: 37216  
Supplier Number: 12174      Supplier Email: lharris@republiccharterschools.org

## PURPOSE OF CONTRACT:

Lease Agreement.

## CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes**      Board Approval Date: **7/13/2021**  
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:

This is a Revenue Contract

## BUDGET INFORMATION:

Account number: Revenue      Fund number: Revenue      *kk*      *RW*

MNPS Contact Person: David Proffitt  
Phone Number:

Contract Agent: Stephen Pitman  
Phone Number: (615) 259-8619

**LEASE AGREEMENT**

**BY AND BETWEEN**

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

**AND**

**LIBERTY COLLEGIATE ACADEMY**

This **Lease Agreement** ("hereinafter Lease"), made and entered into by and between **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Nashville Board of Public Education** (hereinafter "Lessor" or "MNPS"), and **Liberty Collegiate Academy** (hereinafter "Lessee").

**WITNESSETH:**

**WHEREAS**, Lessor is a public corporation created pursuant to T.C.A. §§ 7-1-101 et seq. and vested with the authority to Lease real property pursuant to Article 1, § 1.01 of the Metropolitan Charter and T.C.A. § 49-2-203 (b)(4); and

**WHEREAS**, Lessee is vested with the authority to enter into lease agreements for real property; and

**WHEREAS**, Lessee desires to lease from Lessor the real property and improvements commonly known as Old Jere Baxter at 3515 Gallatin Pike, Nashville, TN 37216 (the "Premises") for use as a Charter School(s) with affiliated services (hereinafter "the Permitted Use"). "The Premises" to be leased by Lessee shall consist of such real property, including approximately 35,158 square feet of the Building, as depicted on the map attached hereto as Attachment A, together with all improvements, fixtures and appurtenant rights thereto; and

**WHEREAS**, Lessor desires to lease Lessee the Premises for the Permitted Use, such use being in the best interests of the public school system and the community which the school system serves; and

**WHEREAS**, the Premises are not needed at present for use by the Lessor but may be used at a later time.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged and for the mutual promises hereinafter set out, and subject to the conditions, limitations and for the lease or other consideration hereinafter established, Lessor lets and leases unto Lessee the Premises.

**SECTION 1. LEASE DOCUMENTS.**

This Lease is composed of the following documents:

- (a) This Lease, including annexes hereto, the originals of which shall be filed with the Metropolitan Clerk; and
- (b) Any duly authorized amendment signed by the parties hereto and filed with the Metropolitan Clerk.

**SECTION 2. CONFLICT OF DOCUMENTS.**

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- (a) Any properly executed amendment to this Lease (most recent with first priority),
- (b) This Lease.

**SECTION 3. TERM AND EXTENSION.**

This Lease shall commence on 7/14/2021 (the "Commencement Date") and end on 6/30/31 (the "Initial Term"), at which time the leasehold, and all improvements thereon, shall revert to Metro Nashville Public Schools (MNPS) free and clear of all liens, claims, or encumbrances whatsoever. The provisions of Section 5(f) shall govern the refund of any unused portion of the Lease.

**SECTION 4. RIGHTS AND RESPONSIBILITIES.**

- (a) Lessor's Rights and Responsibilities. Lessor agrees to allow Lessee to use and occupy the Premises for the Permitted Use.
- (b) Lessee's Rights and Responsibilities. Lessee agrees to occupy and use the Premises as specified above and to pay lease as specified in Section 5.

**SECTION 5. LEASE.**

- (a) Payment. Commencing on 7/14/2021 and continuing throughout the first 12-month period of the Initial Term, Lessee agrees to pay Lessor as annual "Lease" for the use of the Premises the amount of \$5.00 per square foot. The square footage to be utilized is indicated on Attachment A and totals approximately **35,158** square feet. Therefore, the monthly Lease will be **\$14,649.17** (fourteen thousand six hundred forty-nine and seventeen cents). Lease shall include the cost of grounds maintenance, preventative maintenance, and refuse removal provided by the contracted provider/s for the Lessor, and major building systems components and capital repairs.
- (b) Lessee shall pay to Lessor monthly installments. Annually beginning with the first month (July) of each successive 12-month period, this lease rate shall increase by 3% each year throughout the Term of the Lease; provided that in year 2 of the Term, Lease will increase from \$5.00 per square foot to \$6.00 per square foot.

Subsequent Lease for years 2 thru 10 shall be calculated as follows:

- Year 2: = \$17,579.00/MO
- Year 3: = \$18,106.37/MO
- Year 4: = \$18,649.56/MO
- Year 5: = \$19,209.05/MO
- Year 6: = \$19,785.32/MO
- Year 7: = \$20,378.88/MO
- Year 8: = \$20,990.25/MO
- Year 9: = \$21,619.95/MO
- Year 10: = \$22,268.55/MO

- (c) Notwithstanding any other term of this section, Lessee shall be entitled to a credit of fifty percent (50%) of the base building Lease rent for any tenant improvement expenditures made by Lessee, pursuant to Section 8, which expenditures are subject to Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall provide Lessor with a scope

of work for approval prior to any such work, and if the Lessor has not approved such scope of work within 60 days, it shall be deemed approved. Such credit shall be applied monthly after expenditure of Lessee and shall carry over from month-to-month for the remainder of the Term and any extension thereof but shall also be applicable to previously paid Lease. The rent credit shall cease when the cumulative total credits applied equals the amount of tenant improvement expenditures but shall be reinstated to the extent Lessee makes future tenant improvement expenditures. Minimum rent in years one and two shall not be less than \$2.00 per square foot. Years 3-10 shall not be less than 50% of the current lease rate.

- (d) Tenant improvement expenditures shall not include any interest or carry costs but shall include design fees and other soft costs (environmental investigation, remediation, permit fees, due diligence, pre-construction, legal fees, transaction costs, etc..) subject to approval by Lessor pursuant to the procedures in Section 8(h).
- (e) Payment. Lease payment must be received by MNPS by the last business day of each month for the following month's Lease. Payment shall be submitted to:  
Accounts Receivable  
2601 Bransford Avenue  
Nashville, TN 37204
- (f) Refund. If Lessee occupies the Premises for less than the full Term of the Lease, any Lease amounts paid for the Premises in advance shall be refunded on a pro rata basis less any costs actually incurred by MNPS related to the Lease.
- (g) Lessee, may occupy available space at the Premises with students from other charter schools operated by LEAD Public School, Inc. or its affiliates and non-profit service providers to students of such schools, based on current occupancy as of June 1, 2021.

**SECTION 6. DELINQUENT PAYMENTS: HANDLING CHARGES.**

All payments required of Lessee hereunder that are not paid within ten (10) days of the date such payment is due shall bear interest from the date due until paid at 5.5% per annum. Any balance carried into the next month will be assessed an additional 5.5% late charge. In no event, however, shall the charges permitted under this Section or elsewhere in this Lease, to the extent they are considered to be interest under law, exceed the maximum lawful rate of interest.

**SECTION 7. CONSIDERATION.**

Lessee, in consideration of this Lease, agrees:

- (a) To timely pay Lease when due hereunder; and,
- (b) To use and occupy the Premises for the Permitted Use only, and for no other object or purpose without the prior written consent of Lessor, and to not use the Premises for any illegal or harmful purpose.

**SECTION 8. LESSOR/LESSEE ADA, MAINTENANCE AND UTILITIES OBLIGATIONS.**

- (a) Lessor's Obligations. Lessor's obligations include the replacement of major building system components and their capital repairs. "Major building systems" include, but are not limited to: the Building's roof, from roof deck upward; the foundation system below grade; structural members of exterior walls exclusive of finish material and the roof structure; HVAC system components

including but not limited to chillers, condensing units, air cooled condensing towers, pumps and other components required to facilitate the operations of the HVAC system; the plumbing system including but not limited to the boiler, back flow preventers and pressure reducing valves; and exterior glazing system. The Lessor shall employ its Preventative Maintenance Manager to inspect such components, and Lessee shall allow access to the Preventive Maintenance Manager or his/her designee to inspect such components from time to time to assist in proper evaluation and repair of components to assure their longevity is realized. Lessor shall not be responsible for (1) any such replacement or major repairs until Lessee notifies Lessor of the need therefore in writing within 2 days of Lessee's reasonable determination of the need for such repair; or (2) damage or need for repair caused by any acts or omissions by Lessee, its agents, employees or invitees. The Building's structure does not include Lessee improvements or attached fixtures including but not limited to light fixtures, water fountains and fixed shelving, all of which shall be maintained by Lessee. Lessor's obligation for any defects, repairs, replacement or maintenance for which Lessor is specifically responsible under this Lease shall be limited to the cost of performing the work (including the costs of materials).

- (b) Custodial Services: Custodial services are the responsibility of Lessee and are not included in the basic Lease per square foot price.
- (c) Refuse Collection: Refuse collection is the responsibility of Lessor and shall be provided by the vendor of MNPS with such cost to be covered in the basic Lease per square foot.
- (d) Utilities: Utility costs are the responsibility of Lessee and are not included in the basic Lease per square foot price.
- (e) Grounds Maintenance: Costs for Grounds Maintenance are the responsibility of the Lessor and are covered in the basic Lease per square foot.
- (f) Maintenance Obligations: Lessee's obligations include routine maintenance of the Premises, including its facilities, HVAC, plumbing, electrical systems, and structure. Lessee agrees to not cause damage to the Premises. Lessee further agrees that on the date this Lease terminates, for any reason whatsoever, the Premises will be left in a clean and sanitary condition, which is in the same condition as Lessee received the Premises on the Commencement Date, excepting ordinary wear and tear. Lessee shall provide and pay for custodial services and supplies to clean and keep sanitary the Premises for the Term of this Lease. Lessee shall obtain and pay for its own telephone service, computer cabling and equipment, and internet service. Lessor hereby agrees to leave all existing low voltage wiring located in the Building for Lessee's use where possible. Any low voltage cabling maintenance changes or improvements must follow the MNPS low voltage standard (most current version). This document is available on the MNPS website under the IT department. Lessor shall obtain and pay for refuse collection as part of the Lease as well as grounds maintenance.
- (g) Americans with Disabilities Act ("ADA"), Building, Fire, and Zoning Codes and Regulations The Premises shall be delivered to the Lessee in its "AS IS" condition, no warranties or representations having been made by Lessor (except as otherwise expressly set forth herein). Lessee is solely responsible for inspecting the Premises and making such alterations, decorations or improvements for its use and occupancy of the Premises. The Premises are devised and let subject to (a) any state of facts which an accurate survey or physical inspection thereof might show, (b) all zoning regulations, restrictions, rules, and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (c) with respect to buildings, structures, and other improvements located on the Premises, their condition as of the Commencement Date, without representation or warranty by Lessor.
- (h) Improvements. Lessee represents that it has inspected and examined the Premises and accepts it

in its present condition and agrees that MNPS shall not be required to make any other improvements, repairs or modifications whatsoever in or upon the Premises hereby leased or any part thereof, except as otherwise provided in this Lease. Lessee's occupancy of the Premises is Lessee's representation to MNPS that (a) Lessee has examined and inspected the Premises, including any existing improvements thereon, (b) finds the Premises to be as represented by MNPS and satisfactory for Lessee's intended use, and (c) constitutes Lessee's acceptance of the Premises and any existing improvements "as is." MNPS makes no representation or warranty as to the condition of the Premises or the improvements, except as otherwise provided in this Lease.

Except as provided below, all leasehold improvements, as defined by Tennessee law, will be considered an integral part of the Premises and title to such leasehold improvements will vest in MNPS upon termination or expiration of this Lease, free and clear of any liens or encumbrances whatsoever.

If any improvements or modifications to the Premises are required for Lessee's occupancy, Lessee agrees, at its cost and expense, to make such improvements or modifications. Before proceeding with Lessee's work, Lessee shall obtain the Lessor's written approval of plans and specifications, such approval not to be unreasonably withheld, conditioned or delayed. If Lessee requests any additions to the approved plans, Lessee shall obtain Lessor's prior approval, such approval not to be unreasonably withheld, conditioned or delayed, and pay the costs thereof. All of Lessee's work shall be performed in a good and workmanlike manner, in strict accordance with the plans and specifications approved by Lessor, and in compliance with all applicable laws, rules, codes, ordinances and regulations. Lessee, at Lessee's sole cost and expense, shall obtain any and all permits that may be required for Lessee's work prior to commencing Lessee's work.

Within thirty (30) days of the completion of any tenant improvements by Lessee, a duly authorized officer of Lessee shall provide to MNPS a written statement certifying (a) the amount of total construction costs incurred by Lessee with respect to such tenant improvements, (b) that such tenant improvements are in compliance with all applicable laws of governmental authorities, and (c) that no liens exist against any of the Premises and that all contractors and subcontractors have been paid all amounts due and owing to them with respect to such tenant improvements, (d) the Lessee shall submit a receipt of payment for each Contractor, Subcontractor, Sub-subcontractor, and Supplier for all work performed during the Lease period. Receipt of payment shall be in a format acceptable to MNPS, on subcontractor, sub-subcontractor, or supplier letterhead and include payment date, amount received, and pay application reference number.

Lessee shall hold Lessor harmless from and shall indemnify Lessor, its current and former agents and employees, against any and all liability, costs, expenses, including reasonable attorneys' fees, claims, demands, or causes of action for damage to persons or property arising out of or in connection with the work performed by Lessee, its employees, agents, contractors, or subcontractors. This paragraph shall survive expiration or earlier termination of this Lease.

All tenant improvements shall be and remain the property of Lessee until the expiration or earlier termination of the Term, at which time all rights, title and interest of Lessee in and to the Premises shall revert to MNPS. Lessee may remove, prior to the expiration or earlier termination of the Term, any trade fixtures, signs and other personal property of Lessee not permanently affixed to the Premises that may be removed without damage to the Premises (the "Lessee's Property"). Any portion of Lessee's Property not removed prior to such expiration or earlier termination of the Term shall be deemed to be abandoned by the Lessee. If Lessee shall fail to effect such removal prior to the termination of the Term, MNPS may, at its option and without liability to Lessee, remove such goods and effects and may store the same for the account of the Lessee or the owner thereof at any place selected by MNPS. Lessee shall be responsible for all costs of removal and

storage.

Lessee, with prior approval of Lessor, with no cost to Metro, may place and install temporary modular classroom units on the Premises. All such units and related equipment installed by Lessee or its agents or contractor shall conform to all Applicable Laws of Governmental Authorities. At the written request of MNPS, such temporary modular classroom units shall be removed upon the expiration or earlier termination of this Lease.

#### **SECTION 9. PREMISES**

Lessee shall not permit any of its employees, agents, or officers to deface, destroy or remove any property of Lessor, whether real or personal, whether it be under the control of Lessor, or otherwise held, at or on the Premises. Any and all of Lessor's property or operating equipment that may be used by Lessee or its employees or agents shall be returned in as good an operating condition as it was received by Lessee, normal wear and tear excepted. Lessee shall be responsible for all reasonable and necessary expense to repair or replace any Lessor property or equipment, due to defacement, destruction, damage or loss occurring while in use by Lessee, except that arising from normal wear and tear.

Lessee may, at its own expense, install and maintain such identification signs on the Premises as Lessee requires, provided that each such sign shall conform to all applicable laws and shall have first been approved by Lessor, such approval not to be unreasonably withheld, conditioned or delayed.

- (a) Parking: All current parking spaces available unless stated otherwise.
- (b) Quiet Enjoyment: As long as Lessee is not in default hereunder beyond applicable notice and/or cure periods, Lessor covenants that Lessee shall peaceably hold and enjoy the Premises, subject to the terms of this Lease.

#### **SECTION 10. RIGHT-OF-ENTRY**

- (a) Lessor, including without limitation, its authorized representatives, shall have the right to enter the Premises: (1) at any and all reasonable times to exercise any right, power or remedy reserved to Lessor in this Lease or; (2) for any other lawful reason after not less than ten (10) days' prior notice to Lessee.
- (b) The exercise of any right in Section 10(a) reserved to Lessor or its authorized representatives shall not constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of Lease or relieve Lessee from any of its obligations under this Lease.

#### **SECTION 11. MECHANIC'S LIENS AND OTHER ENCUMBRANCES.**

No work, services, materials or labor provided to Lessee in connection with its use and occupation of the Premises shall be deemed to be for the benefit of the Lessor. If any lien shall at any time be filed against the Premises, by reason of Lessee's failure to pay for any work, services, materials or labor provided to Lessee, or alleged to have been so provided, Lessee shall immediately cause the same to be discharged of record. In the event Lessee fails to cause any lien to be discharged of record within twenty (20) days after it receives notice thereof, Lessor may discharge the same by paying the amount claimed to be due, with the understanding that Lessor is under no obligation to do so. Should Lessor discharge any Lessee lien, Lessee agrees to immediately reimburse Lessor for such amount (plus Lessor's reasonable costs and attorneys' fees), which amount shall be due and owing as provided hereinabove.

#### **SECTION 12. INSURANCE.**



Lessee shall at its sole expense obtain and maintain in full force and effect for the Term of the Lease at least the following types and amounts of insurance:

- (a) Occurrence-based Commercial General Liability (CGL) insurance including non-owned automobile or equivalent form with a limit of not less than \$1,000,000 each occurrence. Such insurance shall include the Lessor as additional insured. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insured. Insurance shall be primary with respect to any insurance or self-insurance programs covering the Lessor.
- (b) Workers compensation and employer's liability insurance with limits of not less than \$1,000,000. The insurer shall agree to waive all rights of subrogation against Lessor for losses arising from the use of the Premises.
- (c) Lessee shall maintain property insurance against all risks of loss for any tenant improvements or betterments. Insurance shall be for full replacement cost with no coinsurance penalty provision.

Lessee shall:

- (a) Prior to the Commencement Date, furnish MNPS with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Lessor. The proof of coverage is to be received and approved by Lessor before the Lease commences.
- (b) Provide certified copies of declarations page, endorsements and policies if requested by Lessor in lieu of or in addition to certificates of insurance.
- (c) Replace certificates, policies, and endorsements for any such insurance expiring prior to the expiration of Lease.
- (d) Maintain such insurance throughout the Term.
- (e) Place such insurance with insurers licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

If Lessee shall at any time fail to insure or keep insured as aforesaid, Lessor may do all things necessary to effect or maintain such insurance, and all moneys expended by it for that purpose shall be repayable by Lessee as additional compensation in the month the premium or premiums are paid by Lessor. If any insurance policies required hereunder cannot be obtained for any reason, Lessor may require Lessee to cease any and all operations until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by Lessor, Lessor may terminate this Lease for default.

**SECTION 13. INDEMNIFICATION AND HOLD HARMLESS.**

- (a) Lessee shall indemnify and save harmless Lessor against and from any and all liabilities, obligations, damages, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants) which may be imposed upon, incurred by or asserted against Lessor, its officers, employees and/or agents arising from Lessee's use of the Premises pursuant to this Lease, including, without limitation, from Lessee's failure to comply with the terms of this Lease, or Lessee's failure to comply with applicable law.



- (b) Should any action or proceeding be brought against Lessor by reason of any claim caused by Section 8(a)(2), Lessee, upon notice from Lessor, at Lessee's sole cost and expense, shall resist or defend the same with counsel of Lessee's choice at Lessee's sole cost and expense. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent.
- (c) Should Lessor, its officers, agents or employees be sued for any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Lessee, its officers, employees and /or agents, including its sub or independent contractors, in connection with the performance of this Lease, Lessee, upon notice from Lessor, at Lessee's sole cost and expense, shall resist or defend the same with counsel of Lessee's choice at Lessee's sole cost and expense. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent.
- (d) To the extent of the proceeds received by Lessor under any insurance furnished to Lessor by Lessee, Lessee's obligation to indemnify and save harmless Lessor against the hazard that is the subject of such insurance shall be deemed to be satisfied to the extent of the proceeds received by Lessor.

**SECTION 14. WAIVER OF LIABILITY FOR PERSONAL PROPERTY.**

Lessor assumes no responsibility for any damage or loss of Lessee's personal property. Lessee agrees to hold Lessor harmless from any damage or loss of Lessee's personal property located on the Premises.

**SECTION 15. PARTNERSHIP/JOINT VENTURE.**

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

**SECTION 16. TAXES.**

MNPS shall not be responsible for any taxes that are imposed on Lessee. Furthermore, Lessee understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MNPS.

**SECTION 17.** Intentionally Omitted. See section 10(a)

**SECTION 18. CONFLICT OF INTEREST.**

Based on its best knowledge, Lessee declares that, as of the effective date of this Lease, neither the Director of Schools nor any member of the Metropolitan Board of Public Education, nor a director of any department of MNPS, nor any other Metropolitan Governmental official or employee has a direct financial interest in this Lease and, furthermore, Lessee pledges that it will notify the administrator of Lessor in

writing should any of the above-referenced persons obtain a direct financial interest in this Lease. In addition, Lessee declares that as of the effective date of this Lease, neither it nor any of its officers or employees have given or donated, or promised to give or donate, directly, to any official or employee of MNPS or to anyone else for its benefit, any sum of money or other thing of value to aid or assist in obtaining this Lease or any amendment or modification to this Lease.

**SECTION 19. CONTINGENT FEES.**

Lessee hereby represents that Lessee has not been retained, nor has retained, any persons, to solicit or secure a MNPS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Lease, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MNPS contracts.

**SECTION 20. GRATUITIES AND KICKBACKS.**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor, or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Lease, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Nashville Public Schools contracts.

**SECTION 21. PERSONNEL POLICY.**

It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

With regard to all aspects of this Lease, Lessee certifies and warrants that it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MNPS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MNPS or in the employment practices of MNPS's Contractors.

Accordingly, Lessee shall, upon request by MNPS, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

**SECTION 22. DEFAULT AND TERMINATION.**

- (a) Notice of Default. Upon actual notice of default, the non-defaulting party shall deliver written notice of default to the defaulting party, wherein, if such default remains uncured for thirty (30) days or the defaulting party has not attempted to cure within said thirty (30) day period after the receipt of such notice, then the non-defaulting party may terminate this Lease; provided that if such default cannot reasonably be cured within such thirty (30) days, then the defaulting party shall have such additional time as is necessary so long as the non-defaulting party commences to cure such default within thirty (30) days and diligently pursues the same to completion ("Termination for Default").
- (b) Termination for Default. The following shall constitute an event giving rise to a Termination for Default:
- (i) Lessee has failed to perform its contracted duties and responsibilities hereunder in a timely and proper manner and is unable to cure such failure within the time provided in Section 22(a), or such additional period of time as specified by Lessor, taking into consideration the gravity and nature of the default;
  - (ii) Lessee fails to abide by any applicable laws, ordinances, rules and regulations of the United States, State of Tennessee or the Metropolitan Government of Nashville and Davidson County, and fails to cure such failure within the time provided in Section 22(a) or;
  - (iii) Lessee abandons or discontinues conducting its operations on the Premises.
- (c) Should this Lease be terminated as provided by Section 22(a) hereinabove, Lessor may lease, upon such terms and in such manner as Lessor shall deem appropriate, the Premises, granting rights in the same similar to those terminated, and Lessee shall be liable to Lessor for any costs associated with the reletting of the Premises occasioned by Lessee's breach of this Lease. In addition, Lessee shall be liable to Lessor for administrative costs or other damages occasioned by its breach of the terms of this Lease incurred by Lessor in reletting the Premises.
- (d) The rights and remedies of Lessor provided in Section 22 are non-exclusive and are in addition to any other rights and remedies provided by law or under this Lease. Lessee is not relieved of its liability to Lessor for damages sustained by virtue of a default of this Lease, and Lessor reserves the right to cure any default without terminating this Lease and seek reimbursement for such expenses from Lessee, with the understanding that Lessor is under no obligation to correct any such default. Lessor's exercise of its right to cure shall not act as a waiver of its right to terminate this Lease for default as provided hereunder.
- (e) Termination for Lessee Bankruptcy. It shall be grounds for termination of this Lease upon the following:
- (i) Should Lessee file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or
  - (ii) (a) A court of competent jurisdiction shall enter an order, judgment or decree approving

a petition filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (b) any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises shall be appointed without the consent or acquiescence of Lessee; and such order, judgment, decree or appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether consecutive or nonconsecutive).

- (f) Termination due to Condemnation: If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If, as a result of a substantial part of the Premises being taken by condemnation, Lessee's access to the Premises being denied or a portion of the parking areas being taken by condemnation (either a permanent taking or temporary taking in excess of one year), and Lessee is thereby unable to operate its school in substantially the same manner as previously operated, Lessee may, at Lessee's option, to be exercised in writing within sixty (60) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within sixty (60) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining and the Lease shall be equitably adjusted, and in the event of any temporary taking of one year or less, Lease shall abate proportionately for the period of such taking to the extent any portion of the Premises is untenable as a result of such temporary taking. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor. Lessee shall be entitled to pursue a separate award for loss of or damage to Lessee's trade fixtures and removable personal property, for relocation expenses from such condemning authority, and loss of the Lease of the Premises hereunder. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall, only to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation.
- (g) Termination for Contract Revocation or Termination. Notwithstanding anything set forth herein to the contrary, this Lease shall terminate automatically if Lessee's right to operate a Charter School is terminated or revoked as of the effective date of such termination or revocation.

### **SECTION 23. FIRE AND OTHER DAMAGE.**

Should structural or permanent portions of the Premises be partially damaged by fire or other casualty, Lessee shall give immediate notice thereof to Lessor and the same shall be repaired at the expense of Lessor without unreasonable delay unless, at Lessor's sole discretion, Lessor determines that repair or rebuilding is not feasible. From the date of such casualty until such area is so repaired, monthly Lease payments hereunder shall be equitably adjusted to reflect the reduction in space; provided, however, that if an area shall be so slightly injured in any such casualty as not to be rendered unfit for occupancy, the Lease hereunder shall not cease or be abated during any repair period. Should the damages to the area be so extensive as to render it un-tenantable, the Lease for such area shall cease, on a pro-rata basis, until such time that it shall again be tenantable, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of Lessor not to rebuild the same, then, at the option of Lessor or Lessee, and upon ten (10) days' written notice to the other of the damage, this Lease, as it applies to said area, shall be canceled and of no further force or effect. Lessor's obligations to rebuild or repair under this section shall in any event be limited to restoring said area to

substantially the condition that existed prior to the commencement of improvements by Lessor.

**SECTION 24. NOTICES, PAYMENT OF LEASE AND AGENT FOR SERVICE OF PROCESS.**

Notices required herein may be given by registered or certified or express mail by depositing the same in the United States Mail or by private courier in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. All Lease shall also be paid to the same address. Until any such change is made, notices to Lessor shall be delivered as follows:

LESSOR: METROPOLITAN NASHVILLE PUBLIC  
ATTENTION: DAVID PROFFITT and JEFF GOSSAGE  
2601 BRANSFORD AVENUE  
NASHVILLE, TN 37204  
(615) 259-8417

Lease shall be paid to the same address but shall be directed to ACCOUNTS RECEIVABLE, Attention: Barry Booker, Director of Budgets and Financial Reporting Department.

Notices to Lessee shall be delivered as follows:

LESSEE: RePublic Schools Nashville  
ATTENTION: Leroy Harris – CMO Office  
ADDRESS: 1300 56<sup>th</sup> Ave N  
Nashville, TN 37209  
E-MAIL: Lharris@republiccharterschools.org  
TAX ID: 27-334250

**SECTION 25. SURRENDER.**

- (a) Upon the expiration or earlier termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Lessor in the same condition as on the Commencement Date, normal wear and tear excepted.
- (b) Upon the expiration or earlier termination of this Lease, all permanent alterations, installations, changes, replacements, additions or improvements that (i) have been made by Lessee to the Premises and (ii) cannot be removed without material damage to the remainder of the Premises, shall be deemed a part of the Premises and the same shall not be removed.
- (c) All personal property of Lessor ("Lessor Property") shall remain upon the Premises for the duration of the Term. Upon the expiration or earlier termination of this Lease, all Lessor Property shall remain upon the Premises and shall be deemed to be part of the Premises and the property of Lessor thereafter. Lessee shall surrender all Lessor Property in as good a condition as on the date of receipt, normal wear and tear excepted.

**SECTION 26. DEBARMENT AND SUSPENSION.**

Lessee certifies, to the best of its knowledge and belief, that it and its Board of Directors:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- (b) have not within a three (3) year period preceding this Lease been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section (a) of this certification; and
- (d) have not within a three (3) year period preceding this Lease had one or more public transactions (federal, state, or local) terminated for cause or default.

Lessee shall provide immediate written notice to MNPS if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, it or its Directors are excluded or disqualified.

**SECTION 27. SCHOOL DISTRICT STATUTORY IMMUNITY.**

Any other term, covenant, or condition of this Lease to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.

**SECTION 28. FORCE MAJEURE.**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, pandemic, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**SECTION 29. NOTICE OF CLAIMS.**

Each party agrees to give the other party immediate notice in writing of any action or suit filed related in any way to this Lease, and of any claim made against it by any entity which may result in litigation related in any way to this Lease.

**SECTION 30. AUTHORITY TO ENTER INTO LEASE AGREEMENT.**

The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting herein.

**SECTION 31. ACKNOWLEDGEMENT.**

The parties hereto, or their authorized representatives, acknowledge that they have read this Lease,

including any annexes or attachments thereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

**SECTION 32. APPLICABLE LAW AND VENUE.**

The validity, construction and effect of this Lease and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Lessor may provide. Any action between the parties arising from this Lease shall be maintained in the courts of Davidson County, Tennessee.

**SECTION 33.** Intentionally Omitted.

**SECTION 34. NO ASSIGNMENT OR SUBLETTING WITHOUT CONSENT.**

The provisions of this Lease shall inure to the benefit of and shall be binding on the respective successors and assigns of the parties hereto. Neither this Lease nor any of the rights and obligations of Lessee hereunder shall be assigned or transferred in whole or in part to any person, firm or corporation without the prior written consent of Lessor; provided, however, that this Lease may be assigned, and the Premises subletted, to any affiliate of LEAD Public Schools, Inc. or a non-profit service provider of its students (See 5(g)). Any such assignment or transfer shall not release Lessee from its obligations hereunder. Any approved assignee shall assume each and every obligation of Lessee hereunder, and Lessor may contract with or accept moneys from any such assignee without waiving any of its rights.

**SECTION 35. ATTORNEY FEES.**

The parties agree that, in the event either party deems it necessary to take legal action to enforce any provision of this Lease, if Metro prevails in such action Metro shall be entitled to be reimbursed for any and all expenses of such action including attorney fees and costs at all stages of the litigation.

**SECTION 36. AMENDMENT.**

This Lease is subject to modification, alteration, amendment or change only upon the mutual agreement of the parties. Any such amendment will become effective only after approval by Lessor and Lessee, reduced to writing and signed by the parties hereto. Any duly approved amendment, executed as prescribed herein, shall be of full force and effect, as though originally agreed to and incorporated herein upon its filing with the Metropolitan Clerk.

**SECTION 37. COMPLIANCE WITH LAWS.**

Lessor and Lessee agree to comply with any applicable federal, state and local laws in the performance of this Lease, including, but not limited to all fire, building and life safety.

**SECTION 38. AMERICANS WITH DISABILITIES ACT.**

Lessee assures MNPS that all services provided shall be completed in full compliance with the Americans with Disabilities Act (ADA) 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by MNPS. Lessee will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.



**SECTION 39. IRAN DIVESTMENT ACT.**

In accordance with the Iran Divestment Act, Tennessee Code Annotated §12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, Lessee is not on the list created pursuant to Tennessee Code Annotated §12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

**SECTION 40. WAIVER.**

Any failure to act in response to any breach of any of the provisions of this Lease shall not be considered as a waiver of the right to act on any subsequent violation or violations by the other party, the right to terminate this Lease because of a material breach being a continuing one.

**SECTION 41. SEVERABILITY.**

Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.

**SECTION 42. ENTIRE AGREEMENT.**

This Lease and the Annexes hereto constitute the totality of the agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein.

**SECTION 43. EFFECTIVE DATE.**

This Lease shall not be binding upon the parties until it has been signed first by the Lessee, and then all appropriate Lessor official signatures have been fully obtained, the approval of this agreement by the Metropolitan Nashville Board of Public Education has been obtained, and upon its filing with the Metropolitan Clerk.

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

**APPROVED:**

*Christiane Buggs*

MBPE Board Chair

**RECOMMENDED:**

*[Signature]*

Director of Procurement

*[Signature]*

Department Head

SR

*Maura Black Sullivan*

Executive Staff Member

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Account #: Revenue

*[Signature]*

*[Signature]*

Chief Financial Officer

*Kelly Flannery/mjw*

Metropolitan Director of Finance

KU

**APPROVED AS TO INSURANCE:**

*Balogun Colob*

Metropolitan Director of Insurance

**APPROVED AS TO FORM AND LEGALITY:**

*Justin Marsh*

Metropolitan Attorney

**CONTRACTOR:**

RePublic Schools Nashville

Firm/Organization

*Leroy Harris*

Signature

Leroy Harris

Name

Chief Financial Officer

Title

10/26/2021 | 1:04 AM PDT

Date

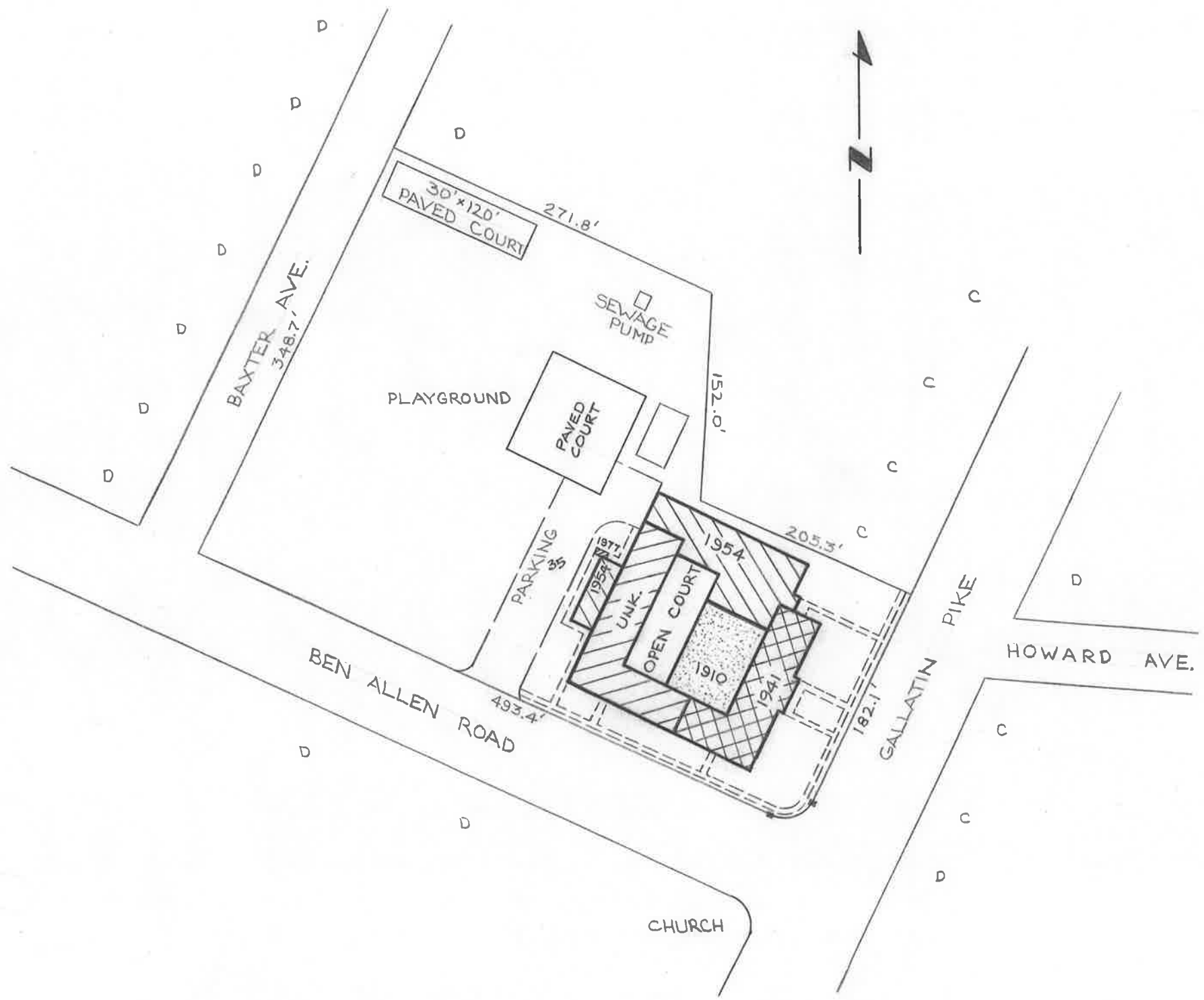
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METROPOLITAN CLERK:**

Metropolitan Clerk

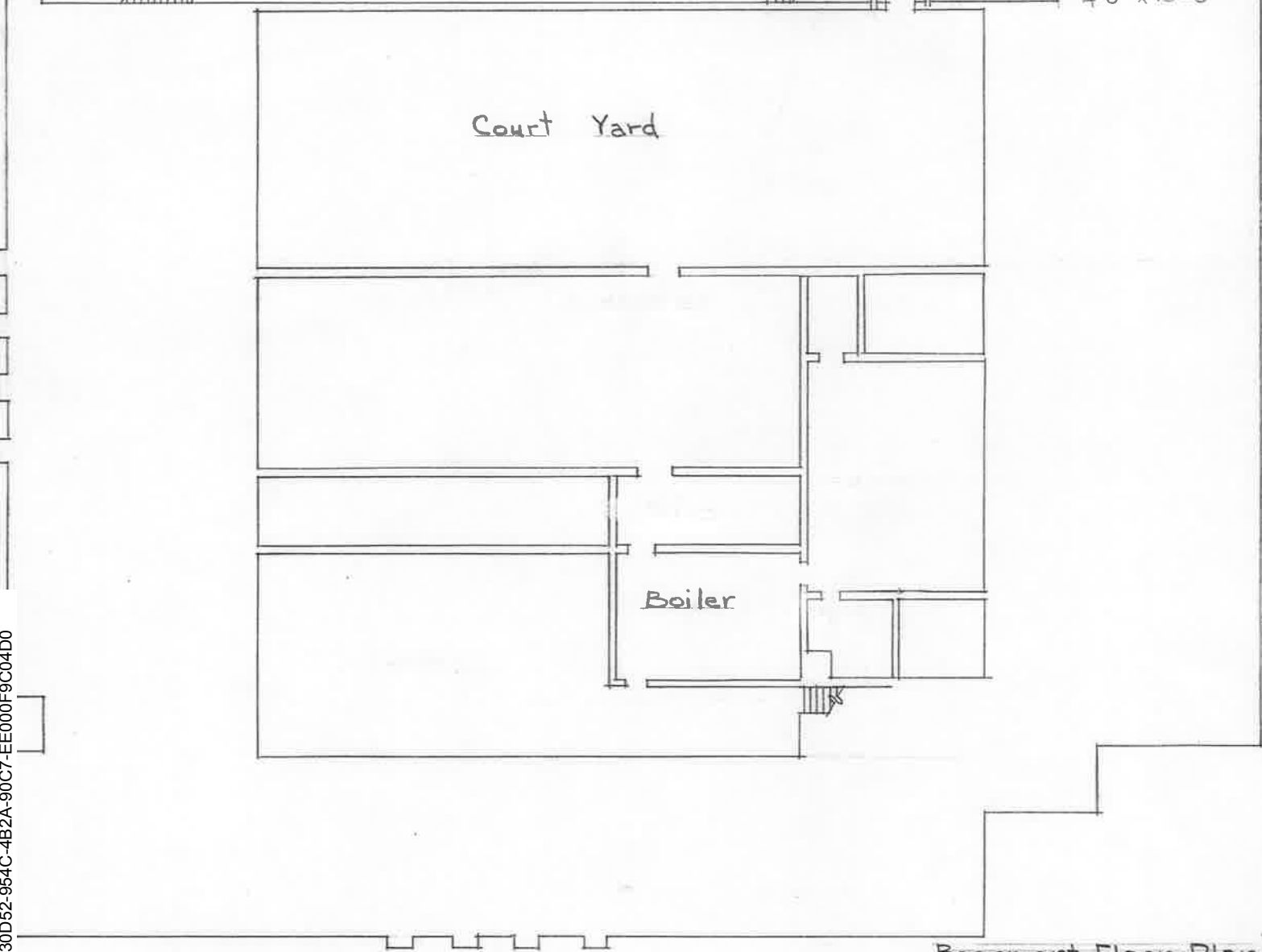
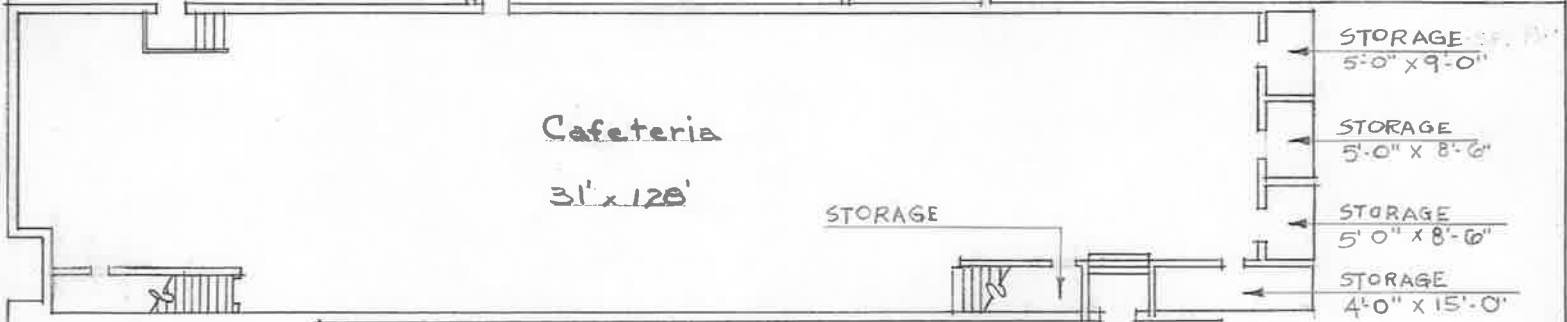
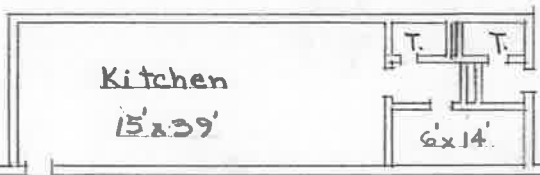
Date Filed

(OLD)  
JERE BAXTER ALTERNATIVE  
PLOT PLAN  
SCALE: 1"=100'

Parking: 35



10



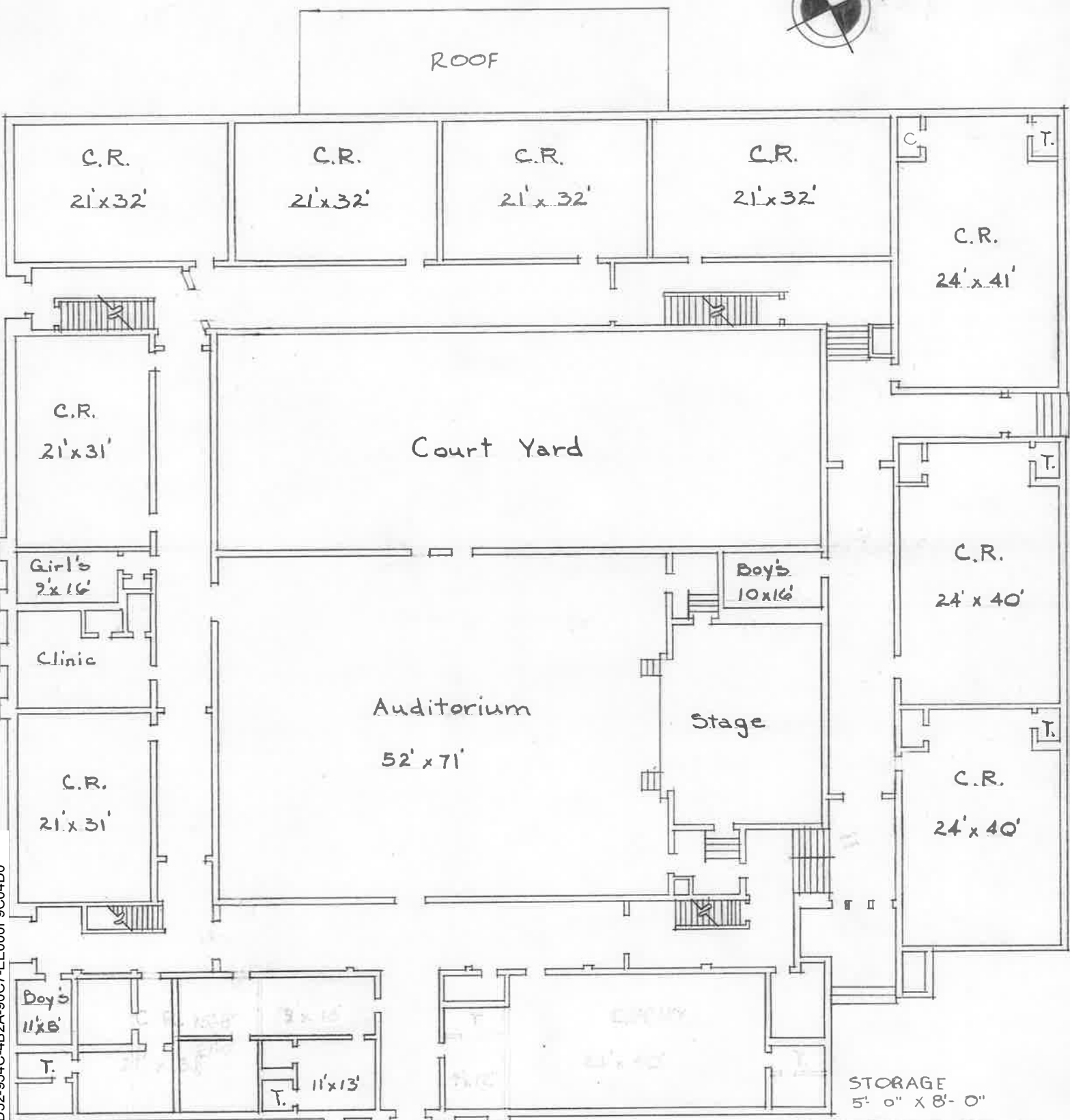
Basement Floor Plan

(OLD)

JERE BAXTER ELEMENTARY SCHOOL

Scale: 1" = 20'-0"

f.j.c.



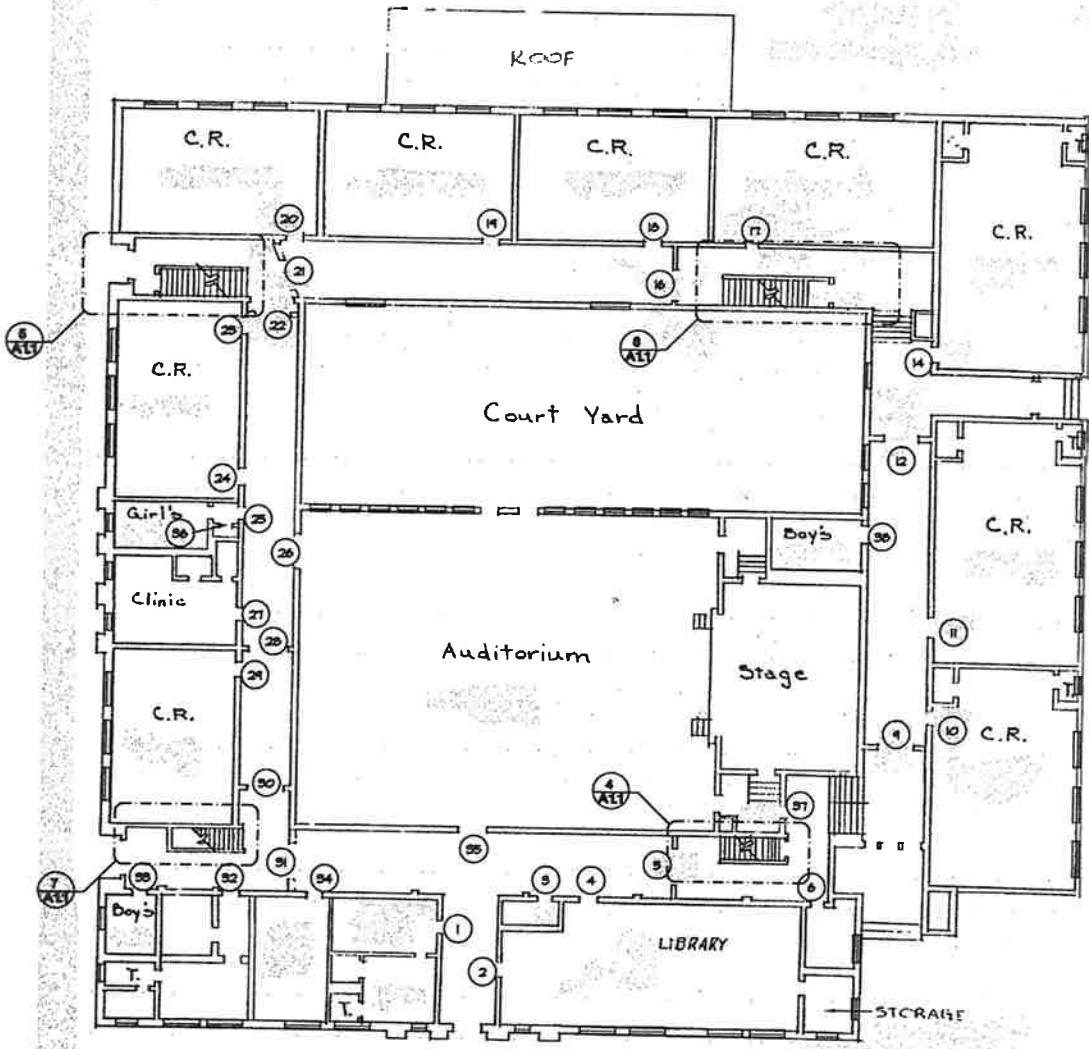
First Floor Plan  
20,858<sup>#</sup> USABLE

(OLD)

• JERE BAXTER ALTERNATIVE SCHOOL •

Scale: 1" = 20'-0"

A.J.C.



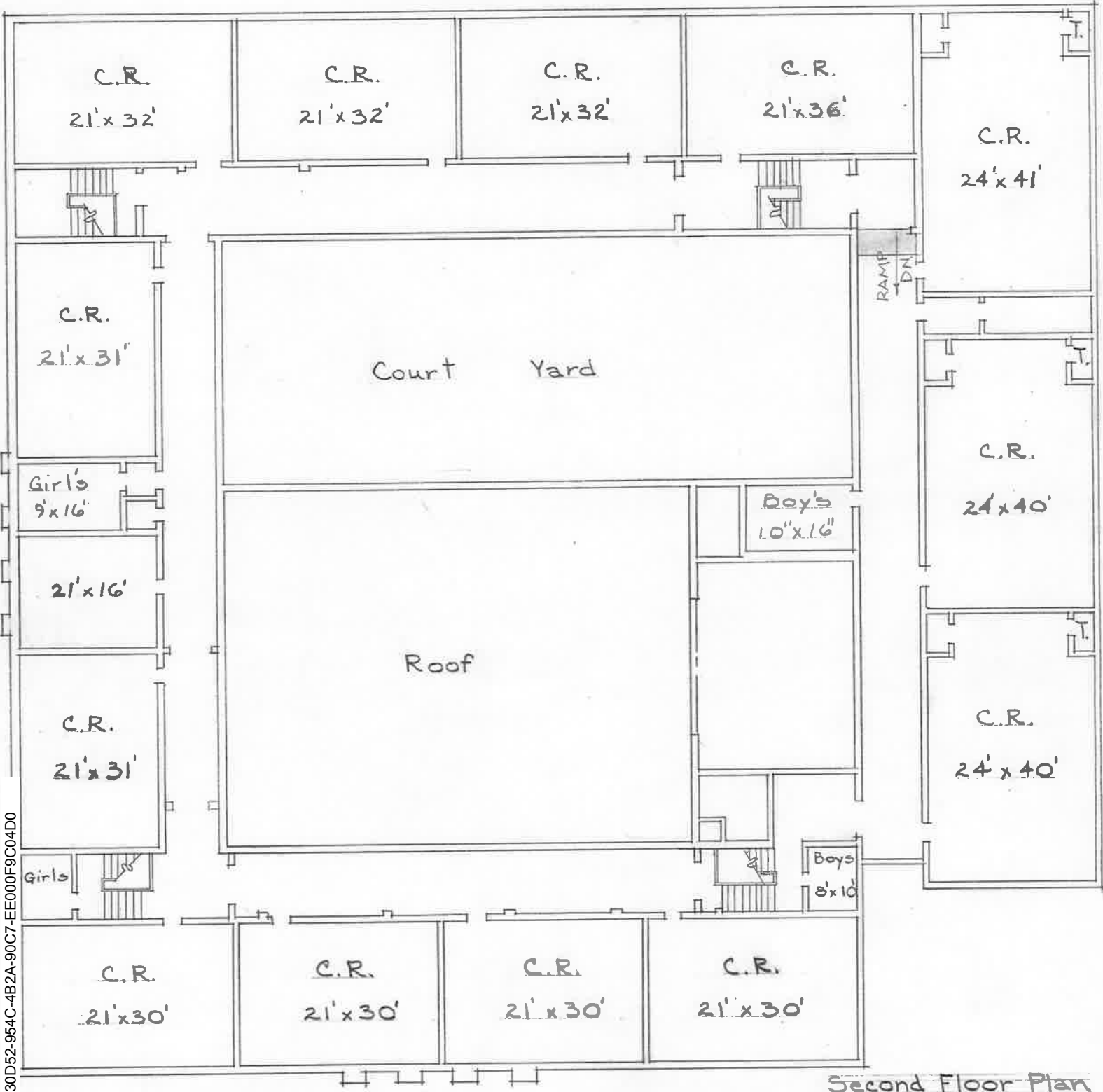
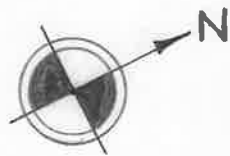
1 MAIN FLOOR PLAN  
SCALE: N.T.S.

MODIFICATIONS TO:  
**JERE BAXTER ALTERNATIVE**

3515 Gallatin Rd

Nashville, TN 37216

13



Second Floor Plan

(OLD)

JERE BAXTER ELEMENTARY SCHOOL

Scale: 1"=20'-0"

J.C.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/1/2021

**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 have ADDITIONAL INSURED provisions or 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).**

|   |  |                                   |  |   |                                    |  |  |                                      |  |   |                        |                              |  |  |       |                    |  |                    |  |                    |  |
|---|--|-----------------------------------|--|---|------------------------------------|--|--|--------------------------------------|--|---|------------------------|------------------------------|--|--|-------|--------------------|--|--------------------|--|--------------------|--|
| <b>PRODUCER</b><br>Martin & Zarfoss, Inc.<br>6730 Charlotte Pike<br>Nashville TN 37209  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Angie Wright</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> 615-297-8500</td> <td><b>FAX (A/C, No):</b> 615-269-7390</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> awright@martinzerfoss.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A :</b> CINCINNATI INSURANCE COMPANY</td> <td style="text-align: right;"><b>NAIC #</b><br/>10677</td> </tr> <tr> <td colspan="2"><b>INSURER B :</b> EMPLOYERS</td> </tr> <tr> <td><b>INSURER C :</b> Indian Harbor Insurance Co.</td> <td style="text-align: right;">36940</td> </tr> <tr> <td colspan="2"><b>INSURER D :</b></td> </tr> <tr> <td colspan="2"><b>INSURER E :</b></td> </tr> <tr> <td colspan="2"><b>INSURER F :</b></td> </tr> </table> | <b>CONTACT NAME:</b> Angie Wright |  | <b>PHONE (A/C, No, Ext):</b> 615-297-8500 | <b>FAX (A/C, No):</b> 615-269-7390 | <b>E-MAIL ADDRESS:</b> awright@martinzerfoss.com |  | <b>INSURER(S) AFFORDING COVERAGE</b> |  | <b>INSURER A :</b> CINCINNATI INSURANCE COMPANY | <b>NAIC #</b><br>10677 | <b>INSURER B :</b> EMPLOYERS |  | <b>INSURER C :</b> Indian Harbor Insurance Co. | 36940 | <b>INSURER D :</b> |  | <b>INSURER E :</b> |  | <b>INSURER F :</b> |  |
| <b>CONTACT NAME:</b> Angie Wright   |  |                                   |  |   |                                    |  |  |                                      |  |   |                        |                              |  |  |       |                    |  |                    |  |                    |  |
| <b>PHONE (A/C, No, Ext):</b> 615-297-8500   | <b>FAX (A/C, No):</b> 615-269-7390   |                                   |  |   |                                    |  |  |                                      |  |   |                        |                              |  |  |       |                    |  |                    |  |                    |  |
| <b>E-MAIL ADDRESS:</b> awright@martinzerfoss.com  |  |                                   |  |   |                                    |  |  |                                      |  |   |                        |                              |  |  |       |                    |  |                    |  |                    |  |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |  |                                   |  |   |                                    |  |  |                                      |  |   |                        |                              |  |  |       |                    |  |                    |  |                    |  |
| <b>INSURER A :</b> CINCINNATI INSURANCE COMPANY   | <b>NAIC #</b><br>10677   |                                   |  |   |                                    |  |  |                                      |  |   |                        |                              |  |  |       |                    |  |                    |  |                    |  |
| <b>INSURER B :</b> EMPLOYERS  |  |                                   |  |   |                                    |  |  |                                      |  |   |                        |                              |  |  |       |                    |  |                    |  |                    |  |
| <b>INSURER C :</b> Indian Harbor Insurance Co.  | 36940  |                                   |  |   |                                    |  |  |                                      |  |   |                        |                              |  |  |       |                    |  |                    |  |                    |  |
| <b>INSURER D :</b>  |  |                                   |  |   |                                    |  |  |                                      |  |   |                        |                              |  |  |       |                    |  |                    |  |                    |  |
| <b>INSURER E :</b>  |  |                                   |  |   |                                    |  |  |                                      |  |   |                        |                              |  |  |       |                    |  |                    |  |                    |  |
| <b>INSURER F :</b>  |  |                                   |  |   |                                    |  |  |                                      |  |   |                        |                              |  |  |       |                    |  |                    |  |                    |  |
| <b>INSURED</b><br>Republic Schools Nashville<br>1300 56th Ave. N.<br>Nashville TN 37209 | REPUSC2  |                                   |  |   |                                    |  |  |                                      |  |   |                        |                              |  |  |       |                    |  |                    |  |                    |  |

**COVERAGES** **CERTIFICATE NUMBER: 1169819567** **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 INSD    | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
|---|--|--------------|----------|---------------|-------------------------|-------------------------|--|---|---------------------------------|---|--------------------|------------------------------|--------------|--------------------------------|--------------|---------------------|-----------------------------|------------------------|--------------|--|----|
| A   | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input checked="" type="checkbox"/> OTHER: <u>SexualAbuse Incl</u>  | Y            |          | ETD 0443891   | 7/1/2021                | 7/1/2022                | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table> | EACH OCCURRENCE                                 | \$ 1,000,000                    | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000       | MED EXP (Any one person)     | \$ 10,000    | PERSONAL & ADV INJURY          | \$ 1,000,000 | GENERAL AGGREGATE   | \$ 2,000,000                | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |  | \$ |
| EACH OCCURRENCE                                 | \$ 1,000,000   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| DAMAGE TO RENTED PREMISES (Ea occurrence)       | \$ 1,000,000   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| MED EXP (Any one person)                        | \$ 10,000  |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| PERSONAL & ADV INJURY                           | \$ 1,000,000   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| GENERAL AGGREGATE                               | \$ 2,000,000   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| PRODUCTS - COMP/OP AGG                          | \$ 2,000,000   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
|   | \$   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| A   | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> PD Comprehens <input checked="" type="checkbox"/> PD Collision |              |          | ETD 0443891   | 7/1/2021                | 7/1/2022                | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td>Phys Dmg Deductible</td><td>\$ 1,000</td></tr> </table>  | COMBINED SINGLE LIMIT (Ea accident)             | \$ 1,000,000                    | BODILY INJURY (Per person)                | \$                 | BODILY INJURY (Per accident) | \$           | PROPERTY DAMAGE (Per accident) | \$           | Phys Dmg Deductible | \$ 1,000                    |                        |              |  |    |
| COMBINED SINGLE LIMIT (Ea accident)             | \$ 1,000,000   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| BODILY INJURY (Per person)                      | \$   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| BODILY INJURY (Per accident)                    | \$   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| PROPERTY DAMAGE (Per accident)                  | \$   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| Phys Dmg Deductible                             | \$ 1,000   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| A   | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |              |          | ETD 0443891   | 7/1/2021                | 7/1/2022                | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>  | EACH OCCURRENCE                                 | \$ 4,000,000                    | AGGREGATE                                 | \$                 |                              | \$           |                                |              |                     |                             |                        |              |  |    |
| EACH OCCURRENCE                                 | \$ 4,000,000   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| AGGREGATE                                       | \$   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
|   | \$   |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| B   | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N          | N/A      | EIG212286807  | 7/1/2021                | 7/1/2022                | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr> </table>   | <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTH-ER |   | E.L. EACH ACCIDENT |                              | \$ 1,000,000 | E.L. DISEASE - EA EMPLOYEE     |              | \$ 1,000,000        | E.L. DISEASE - POLICY LIMIT |                        | \$ 1,000,000 |  |    |
| <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTH-ER  |              |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| E.L. EACH ACCIDENT                              |  | \$ 1,000,000 |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| E.L. DISEASE - EA EMPLOYEE                      |  | \$ 1,000,000 |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| E.L. DISEASE - POLICY LIMIT                     |  | \$ 1,000,000 |          |               |                         |                         |  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| C   | Educ Legal Liab  |              |          | ELE 0954526   | 7/1/2021                | 7/1/2022                | Limit  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |
| A   | Errors and Omissions   |              |          | ETD 0443891   | 7/1/2021                | 7/1/2022                | Limit  |   |                                 |   |                    |                              |              |                                |              |                     |                             |                        |              |  |    |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Metropolitan Nashville Public Schools are additional insureds under General Liability coverage as per contractual agreement, for Public School Use. Coverage shall not be allowed to cancel, expire, or obtain a reduction in coverage without 30 day advance notice to MNPS.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br><br>Metropolitan Nashville Public Schools<br>2601 Bransford Avenue<br>Nashville TN 37204 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

Lease agreement by and between the Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education and Liberty Collegiate Academy (Proposal No. 2021M-013PR-001).

**Certificate Of Completion**

Envelope Id: 4B930D52954C4B2A90C7EE000F9C04D0  
 Subject: Liberty Collegiate Academy 7515597  
 Source Envelope:  
 Document Pages: 26  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
 Envelope Originator:  
 Stephen Pitman  
 2601 Bransford Ave.  
 Nashville, TN 37204  
 Stephen.Pitman@MNPS.org  
 IP Address: 96.4.9.1

**Record Tracking**

Status: Original  
 10/21/2021 2:22:47 PM  
 Holder: Stephen Pitman  
 Stephen.Pitman@MNPS.org  
 Location: DocuSign

**Signer Events**

Jeff L. Gossage, C.P.M.  
 Jeff.Gossage@mnps.org  
 Director, Procurement Department  
 MNPS  
 Security Level: Email, Account Authentication  
 (None)

**Signature**



Signature Adoption: Uploaded Signature Image  
 Using IP Address: 96.4.9.1

**Timestamp**

Sent: 10/21/2021 2:27:31 PM  
 Viewed: 10/21/2021 2:34:53 PM  
 Signed: 10/21/2021 2:35:26 PM

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

Leroy Harris  
 lharris@republiccharterschools.org  
 Chief Financial Officer  
 RePublic Schools Nashville  
 Security Level: Email, Account Authentication  
 (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 12.233.62.90

Sent: 10/21/2021 2:35:29 PM  
 Viewed: 10/26/2021 3:04:18 AM  
 Signed: 10/26/2021 3:04:54 AM

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

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: 10/26/2021 3:04:58 AM  
 Viewed: 10/26/2021 8:10:56 AM  
 Signed: 10/26/2021 8:11:12 AM

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

Shereka Roby-Grant  
 Shereka.Roby@mnps.org  
 Security Level: Email, Account Authentication  
 (None)



Signature Adoption: Pre-selected Style  
 Using IP Address: 96.4.9.1

Sent: 10/26/2021 8:11:16 AM  
 Viewed: 10/26/2021 8:19:20 AM  
 Signed: 10/26/2021 8:19:29 AM

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

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

David Proffitt  
 David.Proffitt@mnps.org  
 Security Level: Email, Account Authentication  
 (None)



Sent: 10/26/2021 8:19:32 AM  
 Viewed: 10/26/2021 9:32:49 AM  
 Signed: 10/26/2021 9:33:35 AM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 96.4.9.1

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

Maura Black Sullivan  
 Maura.Sullivan@mnps.org  
 Security Level: Email, Account Authentication  
 (None)



Sent: 10/26/2021 9:33:38 AM  
 Viewed: 10/26/2021 11:02:30 AM  
 Signed: 10/26/2021 11:03:29 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 96.4.9.1

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

Chris Henson  
 chris.henson@mnps.org  
 CFO  
 Security Level: Email, Account Authentication  
 (None)



Sent: 10/26/2021 11:03:32 AM  
 Viewed: 10/26/2021 11:05:36 AM  
 Signed: 10/26/2021 11:05:52 AM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 96.4.9.1

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

Christiane Buggs  
 cameo.bobo@mnps.org  
 Board Chair  
 Security Level: Email, Account Authentication  
 (None)



Sent: 10/26/2021 11:05:56 AM  
 Viewed: 10/27/2021 8:45:21 AM  
 Signed: 10/27/2021 8:45:32 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 96.4.9.1

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

Dr. Adrienne Battle  
 Annie.Pugh@mnps.org  
 Director of Schools  
 Security Level: Email, Account Authentication  
 (None)

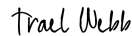


Sent: 10/27/2021 8:45:35 AM  
 Viewed: 10/27/2021 10:09:27 AM  
 Signed: 10/27/2021 10:10:51 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 96.4.9.1

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

Trael Webb  
 trael.webb@nashville.gov  
 Security Level: Email, Account Authentication  
 (None)



Sent: 10/27/2021 10:10:54 AM  
 Viewed: 10/28/2021 7:39:24 AM  
 Signed: 10/28/2021 7:39:56 AM

Signature Adoption: Pre-selected Style  
 Using IP Address: 174.212.162.41  
 Signed using mobile

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

| Signer Events   | Signature   | Timestamp  |
|---|---|--|
| <p>Rose Wood<br/>Rose.Wood@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                      | <p>RW</p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>                 | <p>Sent: 10/28/2021 7:40:00 AM<br/>Viewed: 10/28/2021 7:48:48 AM<br/>Signed: 10/28/2021 7:49:02 AM</p>                                   |
| <p>Tom Eddlemon<br/>tom.eddlemon@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                | <p>Tom Eddlemon</p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>       | <p>Sent: 10/28/2021 9:01:17 AM<br/>Viewed: 10/28/2021 9:18:17 AM<br/>Signed: 10/28/2021 9:18:35 AM</p>                                   |
| <p>Kelly Flannery/mjw<br/>maryjo.wiggins@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                        | <p>Kelly Flannery/mjw</p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p> | <p>Sent: 10/28/2021 7:49:05 AM<br/>Resent: 10/28/2021 9:18:40 AM<br/>Viewed: 10/28/2021 8:22:49 AM<br/>Signed: 10/28/2021 1:09:29 PM</p> |
| <p>Balogun Cobb<br/>Balogun.cobb@nashville.gov<br/>Insurance Division Manager<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p> | <p>Balogun Cobb</p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>       | <p>Sent: 10/28/2021 1:09:35 PM<br/>Viewed: 10/28/2021 1:48:02 PM<br/>Signed: 10/28/2021 1:48:10 PM</p>                                   |
| <p>Justin Marsh<br/>justin.marsh@nashville.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>                                | <p>Justin Marsh</p> <p>Signature Adoption: Pre-selected Style<br/>Using IP Address: 170.190.198.185</p>       | <p>Sent: 10/28/2021 1:48:14 PM<br/>Viewed: 10/29/2021 10:41:44 AM<br/>Signed: 10/29/2021 10:42:11 AM</p>                                 |
| <p>Sally Palmer<br/>sally.palmer@nashville.gov<br/>Metro Water Services<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>       | <p><b>Completed</b></p> <p>Using IP Address: 170.190.198.100</p>  | <p>Sent: 10/29/2021 10:42:16 AM<br/>Viewed: 10/29/2021 11:40:17 AM<br/>Signed: 10/29/2021 11:41:04 AM</p>                                |

| Signer Events   | Signature | Timestamp                    |
|---|-----------|------------------------------|
| Stephen Pitman<br>stephen.pitman@mnps.org<br>Contract Agent<br>Metropolitan Nashville Public Schools<br>Security Level: Email, Account Authentication<br>(None) |           | Sent: 10/29/2021 11:41:09 AM |
| <b>Electronic Record and Signature Disclosure:</b>  |           |                              |
| Not Offered via DocuSign  |           |                              |

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| 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 |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Casey Megow  
 Casey.Megow@mnps.org  
 Security Level: Email, Account Authentication  
 (None)

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

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|               |                  |                       |
|---------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 10/21/2021 2:27:31 PM |
|---------------|------------------|-----------------------|

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
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