TIME
5:00  I.  CONVENE
A. Establish Quorum
B. Pledge of Allegiance
C. Student Board Member Report

5:05  II  ANNOUNCEMENTS

5:10  III.  AWARDS AND RECOGNITIONS

5:15  IV.  PUBLIC PARTICIPATION
The Board will hear from those persons who have requested to appear at this Board meeting. In the interest of time, speakers are requested to limit remarks to three minutes or less. Comments will be timed.
A. Regina Wildun – 2014-2015 Calendar
B. Erica Lanier – 2014-2015 Calendar
C. Sydney Pritchard – 2014 Calendar

5:20  V.  GOVERNANCE ISSUES
A. Actions
   1. Consent
      a. Approval of Minutes –7/9/13 Regular Meeting
      b. Recommended Award of Contract for Miscellaneous Civil Engineering Projects - Barge Cauthen Associates – MBOE 13-015
      c. Recommended Award of Contract for Joelton Middle School Additions and Renovations – Edwards + Hotchkiss, P.C. – MBOE 800470.13.1C
      d. Recommended Award of Contract for Landscaping Services – Lose & Associates - MBOE 13-019
      e. Recommended Award of Contract for Architectural and Engineering Services – SSOE, Inc. - MBOE 13-018
      f. Recommended Award of Contract for Mechanical and Electrical Engineering Services - Puckett Engineering – MBOE 13-017
      g. Recommended Award of Contract for Antioch High School Running Track Resurfacing – BAC Paving Company – MBOE 800110.13.1J
      h. Recommended Award of Contract for Pearl-Cohn High School Running Track Resurfacing – BAC Paving Company – MBOE 800632.13.1J
      i. Recommended Approval of Lease for PENCIL Foundation’s Use of a Portion of the McCann Building
      j. Recommended Approval of Lease for Martha O’Bryan Center dba East End Preparatory School’s Use of the Kitchen at Dalewood
      k. Awarding of Bids and Contracts
         1. Abt SRBI, Inc.
         3. BAC Paving Company, Inc.
         4. Discovery Education Assessment, LLC
         5. East Penn Manufacturing Co., Inc.
         6. Hogan Lovells US LLP
         8. Institutional Wholesale Company, Inc.
10. Kelsan, Inc.
11. Leonard Stevens
12. Mercury Supply Co., Inc.
13. Metropolitan Police Department
14. Metropolitan Transit Authority
15. Purity Dairies, Inc.
16. Southern Word, Inc.
17. Zeumo

l. Recommended Approval of Legal Settlement Claim #C-31063
m. Recommended Approval of Legal Settlement Claim #L-15452
n. Recommendation to Certify Charges for Dismissal for David Richard
o. Recommended Approval of Request for Compulsory Attendance Waiver
p. Recommended Approval of Special Adoption of Textbooks: Cambridge Core Mathematics; Cambridge Extended Mathematics; Cambridge Biology; Cambridge English
q. Recommended Approval of Board Policy GP-7 – Committee Structure – Governance Committee
r. Recommended Approval of Board Policy E-2 – Academic Achievement - Governance Committee

2. Resolution to Evaluate Number of High Stakes Tests Administered
3. Recommended Approval of 2014-2015 District Calendar

5:25 VI. REPORTS
A. Director’s Report
   1. District Accountability
   2. Back-to-School Update
B. Committee Reports
   1. Budget and Finance
C. Board Chairman’s Report
   1. NSBA – Summer Issues Seminar

5:45 VII. WRITTEN INFORMATION TO THE BOARD (not for discussion)
A. Board Calendar Items
B. Sales Tax Collections as of July 20, 2013

5:45 VIII. ADJOURNMENT
### Roll Call

| Present: | Dr. Jo Ann Brannon  
Amy Frogge  
Dr. Sharon Gentry  
Michael W. Hayes  
Elissa Kim  
Will Pinkston  
Anna Shepherd, Vice-Chair  
Jill Speering  
Dr. Jesse Register, Director of Schools |
| Absent: | Cheryl D. Mayes, Chair |

Ms. Shepherd called the meeting to order at 5:00 p.m.

### Pledge of Allegiance

Led by Hank Clay, Government Relations Assistant to the Director of Schools.

### In Memoriam – Gene Curtis

Gene Curtis passed on Monday, June 10, 2013 after a short illness. Mr. Curtis was employed by the Maintenance Electronics Department and was most notable as an electronic wizard working on and repairing devices such as televisions, VCR’s, and DVD players. His contributions to the MNPS educational process were paramount, and he will be greatly missed.

### ANNOUNCEMENTS

#### Top Teacher Programs in America

Mr. Pinkston congratulated Candice McQueen, Dean of the College of Education at Lipscomb University, for Lipscomb being named one of the top four teacher prep programs in America by the National Council on Teacher Quality. Vanderbilt University’s teacher program was also honored by the Council. It is awesome that we have these two programs in Nashville, and it is important that MNPS ensures that partnerships are developed with these programs.

#### School Board Member of the Year Award

Mr. Pinkston congratulated Ms. Speering for receiving the School Board Member of the Year Award from the National Academy of Arts and Sciences.

#### IB Examiner Recognition

Ms. Speering congratulated Ms. Wilkinson and Ms. Zaher for their accomplishments of receiving the IB Examiner recognition. She stated that both teachers helped transform her grandson’s learning experience at Hillsboro High School.

#### IB Diploma

Ms. Speering stated that 29 students at Hillsboro High School, and 3 students at Hunters Lane, earned the full IB diploma and congratulated those students.

#### Board Work Session

Ms. Shepherd announced that the next Board Work Session would be held July 23, 2013.
<table>
<thead>
<tr>
<th>TOPIC</th>
<th>DISCUSSION/MOTION</th>
<th>FOLLOW-UP/OUTCOME</th>
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<tbody>
<tr>
<td>• Board Meeting</td>
<td>Ms. Shepherd announced that the next Board Meeting would be held August 13, 2013 at 5:00 p.m.</td>
<td></td>
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<tr>
<td>• McGavock Cluster Coalition Town Hall Meeting</td>
<td>Ms. Shepherd announced that the McGavock Cluster Coalition will hold a Town Hall Meeting on July 31st at 5:00 p.m. at McGavock High School.</td>
<td></td>
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<tr>
<td>• McGavock Cluster Coalition First Day of School</td>
<td>Ms. Shepherd announced that the McGavock Cluster Coalition will be in attendance on the first day of school at McGavock on August 1st.</td>
<td></td>
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<tr>
<td>• Night Out Against Crime</td>
<td>Ms. Shepherd announced that the Night Out Against Crime will be held at McGavock High School on Tuesday, August 6th at 6:00 p.m.</td>
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<tr>
<td><strong>AWARDS AND RECOGNITIONS</strong></td>
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<tr>
<td>• Megan Lawrence – Maplewood Teacher Performed Life Saving Procedure</td>
<td>The Board recognized and presented Ms. Lawrence, a physical trainer with Vanderbilt and future MNPS teacher, with an Award of Recognition. Ms. Lawrence was part of a group of efforts that sought to save the life of a student suffering from a heart attack. After the Automated External Defibrillator proved unsuccessful, Ms. Lawrence, detecting no pulse and no breathing, performed lifesaving CPR maneuvers on the child.</td>
<td></td>
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<tr>
<td>• Shelly Wilkinson and Holly Zaher – Hillsboro Teachers Awards IB Examiner Role</td>
<td>The Board presented Ms. Wilkinson and Ms. Zaher with Awards of Recognition for receiving the role of International Baccalaureate Examiners.</td>
<td></td>
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<tr>
<td><strong>PUBLIC PARTICIPATION</strong></td>
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<tr>
<td>• Amanda Sheaffer – Attrition Rates of Charter Schools and Negative Impact to Dismissed Students</td>
<td>Ms. Sheaffer addressed the Board concerning attrition rates of charter schools and the negative impact to dismissed students. She asked the Board to examine a policy that speaks to who schools will and will not teach.</td>
<td></td>
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<tr>
<td>• Ashley Croft - Teacher Recruitment and Selection</td>
<td>Ms. Croft asked the Board to keep teacher recruitment and selection at the forefront of MNPS strategic plan initiatives.</td>
<td></td>
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<tr>
<td>• Jamie Gutter – Teacher Recruitment and Selection</td>
<td>Mr. Gutter addressed the Board concerning teacher recruitment and selection. He asked the Board to implement new ideas to hire more teachers.</td>
<td></td>
</tr>
<tr>
<td>• Meredith Robinson – Sherrie Martin, Teacher at Lockeland Design Center</td>
<td>Ms. Robinson asked the Board to consider the TELL teacher survey and the length of the teacher’s career before voting on Ms. Martin’s dismissal.</td>
<td></td>
</tr>
<tr>
<td>• Thomas Robinson - Sherrie Martin, Teacher at Lockeland Design Center</td>
<td>Mr. Robinson asked the Board to consider the information he provided each Board member before voting on Ms. Martin’s dismissal.</td>
<td></td>
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<tr>
<td>• Teresa Madole – Sherrie Martin, Teacher at Lockeland Design Center</td>
<td>Ms. Madole stated that Ms. Martin was a great teacher, and more facts should be considered before dismissal.</td>
<td></td>
</tr>
<tr>
<td>• Susan Hawes – Sherrie Martin, Teacher at Lockeland Design Center</td>
<td>Ms. Hawes asked the Board to consider transferring Ms. Martin to another school instead of dismissing her.</td>
<td></td>
</tr>
<tr>
<td>• Stephanie Jones – Sherrie Martin, Teacher at Lockeland Design Center</td>
<td>Ms. Jones asked the Board to reevaluate the situation before terminating Ms. Martin and to transfer her to another school.</td>
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</table>
## Metropolitan Nashville Public Schools

**Board of Education**

**Minutes**

**July 9, 2013**

### TOPIC

<table>
<thead>
<tr>
<th>DISCUSSION/MOTION</th>
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<tbody>
<tr>
<td>Follow-Up/Outcome</td>
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</table>

#### DISCUSSION/MOTION/OUTCOME

- **Jennifer Gordon – Sherrie Martin, Teacher at Lockeland Design Center**
  
  Ms. Gordon spoke highly of Ms. Martin and read a letter from a student stating that Ms. Martin was a great teacher.

- **Jeremy Pajer – Sherrie Martin, Teacher at Lockeland Design Center**
  
  Mr. Pajer stated that he supported Ms. Martin remaining a MNPS teacher.

### GOVERNANCE ISSUES

- **Consent Agenda**
  
  Ms. Kim read the following consent agenda:


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July 09, 2013  Page 3
<table>
<thead>
<tr>
<th>TOPIC</th>
<th>DISCUSSION/MOTION</th>
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<tr>
<td>• Recommendation to Certify Dismissal Charges for Sherrie Martin</td>
<td>Dr. Register read the following letter into the record: I am writing to recommend the dismissal of Sherrie Martin from employment as a tenured teacher with the Metropolitan Nashville Public Schools, pursuant to T.C.A. § 49-5-511. I have charged her with unprofessional conduct unbecoming a teacher with MNPS and inefficiency, which are grounds for her dismissal pursuant to Tenn. Code Ann. § 49-5-511. These terms are specifically defined in Tenn. Code Ann § 49-5-501. Evidence supporting these charges was set forth in my letter to Sherrie Martin on July 3, 2013, a copy of which is</td>
<td>VOTE: 8-0-Unanimous</td>
</tr>
</tbody>
</table>
### TOPIC
- Recommendation to Certify Dismissal Charges for Sherrie Marin – continued

### DISCUSSION/MOTION

- Recommendation to Certify Dismissal Charges for Sherrie Marin – continued

- I am asking you to certify these charges by voting that if proven true, these charges warrant Ms. Martin’s dismissal. Should you certify these charges, I will inform Ms. Martin of your action and formally advise her of the right to request a hearing before an impartial hearing officer. At the present time, I am only asking you to certify the charges. I am not asking you to weigh evidence either for or against dismissal. I am merely asking you to vote that the charges, if proven true, warrant dismissal. If Ms. Martin requests a hearing, it will occur at some point in the future. Accordingly, it is my recommendation that Sherrie Martin be dismissed from employment with the Metropolitan Nashville Public Schools.

### FOLLOW-UP/OUTCOME

- Ms. Frogge said in light of the Public Participation portion of the meeting concerning Ms. Martin, she would like to propose to delay the vote to a later date. Dr. Register said the due process is very explicit. The Board is being asked to vote if these charges are proven true, they then warrant dismissal. After notification of this vote, the teacher has the opportunity to appeal and have due process. Ms. Sinback said there are seven charges against Ms. Martin; this is not a vote to decide whether Ms. Martin should remain a teacher for MNPS, there is a clear process for teacher dismissal. The allegations that have been made against Ms. Martin are very serious. The principal and the objective evaluation process for two years determined that Ms. Martin was ineffective. Dr. Register asked Ms. Sinback to discuss the process. Ms. Frogge asked will this case come back to the Board? Ms. Sinback said if the charges are certified within 30 days, Ms. Martin can request a hearing before an Impartial Hearing Officer; the officer will then hear the case and make a decision. If Ms. Martin disagrees with the Hearing Officer’s decision, Ms. Martin then has the opportunity to appeal to the Board. At that time, the Board will not conduct an actual hearing, but will review the facts of the case. The appeal to the Board must happen within 45 days. Ms. Frogge asked are most dismissals based upon the discretion of the principal? Dr. Register said the principal has the primary recommendation for making this responsibility for school-based staff. Ms. Sinback said the principal makes the recommendation, it then goes through Employee Relations. At that point, the teacher’s complete record is gathered and sent to the Department of Law for review. If it warrants dismissal under the statute, Notice of Charges are then brought to the Board by Dr. Register. Dr. Brannon asked how long the principal has been at Lockeland? Dr. Register said three years. Ms. Speering
<table>
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<tbody>
<tr>
<td>• Recommendation to Certify Dismissal Chargers for Sherrie Marin – continued</td>
<td>said the parents presented information that is very different from the information presented to the Board. Dr. Gentry asked what happens if the Board does not certify the charges? Dr. Register said the teacher will remain employed. Ms. Speering asked could the teacher be transferred at this point in the year? Dr. Register said it is not too late to transfer the teacher if charges are not certified.</td>
<td><strong>VOTE:</strong> YES (4)- Hayes, Pinkston, Kim, Shepherd; NO (4)- Gentry, Brannon, Speering, Frogge</td>
</tr>
<tr>
<td>• Motion to Conduct a Comprehensive Review of the 2013-2014 Operating Budget</td>
<td>Ms. Speering made the following comments: Considering the whirlwind of activity over the last twelve months, and to demonstrate our cooperative spirit with Metro Council and other Metro agencies, I bring notice that I will make the following motion at our next board meeting.</td>
<td><strong>VOTE:</strong> 8-0 - Unanimous</td>
</tr>
<tr>
<td>• Resolution to Evaluate Number of High Stakes Tests Administered</td>
<td>Ms. Speering stated that she was deferring the Resolution to Evaluate Number of High Stakes Tests Administered until a later time.</td>
<td><strong>VOTE:</strong> 8-0 - Unanimous</td>
</tr>
</tbody>
</table>

**REPORTS**

2. Director’s Report
   1. Cambridge Program
      Dr. Sharon Chaney presented a Power Point to the Board on the Cambridge Program.

2. 2014-2015 School Calendar
   Dr. Register said the Administration is in the process of developing the 2014-2015 School Calendar to bring a recommendation to the Board in August.

3. School Immunizations
   Dr. Register announced that the week of July 8th-12th is Immunization Week. Seventh graders are required by law to have two additional immunizations, and proof of immunization must be shown in order to attend the first day of school.

3. Committee Report
   1. Governance Committee
      Ms. Frogge announced that the Governance Committee is continuing the process of reviewing the existing policies and the connection between the district’s vision and strategic plan.
Metropolitan Nashville Public Schools  
Board of Education  
Minutes  
July 9, 2013

### TOPIC

<table>
<thead>
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<th>Written Information to the Board</th>
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<td>• Board Calendar Items</td>
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<td>• Sales Tax Collections as of June 20, 2013</td>
</tr>
<tr>
<td>• Fiscal Year 2012-2013 Operating Budget Financial Report</td>
</tr>
<tr>
<td>• Naming of Parts of Buildings and Programs Report</td>
</tr>
<tr>
<td>• Adjournment</td>
</tr>
<tr>
<td>• Signatures</td>
</tr>
</tbody>
</table>

### DISCUSSION/MOTION

Ms. Frogge adjourned the meeting at 6:33 p.m.

### FOLLOW-UP/OUTCOME

<table>
<thead>
<tr>
<th>Chris M. Henson</th>
<th>Cheryl D. Mayes</th>
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</thead>
<tbody>
<tr>
<td>Board Secretary</td>
<td>Board Chair</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
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</tbody>
</table>
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

b. RECOMMENDED AWARD OF CONTRACT FOR MISCELLANEOUS CIVIL ENGINEERING PROJECTS - BARGE CAUTHEN ASSOCIATES - MBOE 13-015

We are requesting a one-year contract, renewable for four (4) years, to be awarded to Barge Cauthen Associates for Miscellaneous Civil Engineering Projects. This contract is not to exceed the 5-year limit.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: Various funds will be used depending on the project assigned.

DATE: August 13, 2013

c. RECOMMENDED AWARD OF CONTRACT FOR JOELTON MIDDLE SCHOOL ADDITIONS AND RENOVATIONS – EDWARDS + HOTCHKISS ARCHITECTS, P.C. – MBOE 800470.13.1C

Bid Date: June 27, 2013  Bid Time: 2:00 PM

Architect: SSOE

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>TOTAL:</th>
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<tbody>
<tr>
<td>SouthLand Constructors, LLC</td>
<td>$7,488,000.00</td>
</tr>
<tr>
<td>Orion Building Corp.</td>
<td>$7,705,000.00</td>
</tr>
<tr>
<td>R.G. Anderson Co., Inc.</td>
<td>$7,823,000.00</td>
</tr>
<tr>
<td>Bomar Construction Co., Inc.</td>
<td>$8,198,000.00</td>
</tr>
</tbody>
</table>

It is recommended that this contract be awarded to SouthLand Constructors, LLC on the basis of their low bid, as adjusted, for the total sum of $7,093,944.85.

Projects recently successfully completed:

- Pearl-Cohn High School Recording Studio
- Chadwell Elementary School Renovations
- Academy at Hickory Hollow

Legality approved by Metro Department of Law.

FUNDING: 45013.80404813

DATE: August 13, 2013
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

   d. RECOMMENDED AWARD OF CONTRACT FOR LANDSCAPING SERVICES – LOSE & ASSOCIATES - MBOE 13-019

      We are requesting a one-year contract, renewable for four (4) years, be awarded to Lose & Associates for Landscaping Services. This contract is not to exceed the 5-year limit.

      It is recommended that this contract be approved.

      Legality approved by Metro Department of Law.

      FUNDING: Various funds will be used depending on the project assigned.

      August 13, 2013

   e. RECOMMENDED AWARD OF CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES - SSOE, INC. - MBOE 13-018

      We are requesting a one-year contract, renewable for four (4) years, be awarded to SSOE, Inc. for Architectural and Engineering Services. This contract is not to exceed the 5-year limit.

      It is recommended that this contract be approved.

      Legality approved by Metro Department of Law.

      FUNDING: Various funds will be used depending on the project assigned.

      August 13, 2013

   f. RECOMMENDED AWARD OF CONTRACT FOR MECHANICAL AND ELECTRICAL ENGINEERING SERVICES - PUCKETT ENGINEERING – MBOE 13-017

      We are requesting a one-year contract, renewable for four (4) years, be awarded to Puckett Engineering for Mechanical and Electrical Engineering Services. This contract is not to exceed the 5-year limit.

      It is recommended that this contract be approved.

      Legality approved by Metro Department of Law.

      FUNDING: Various funds will be used depending on the project assigned.

      August 13, 2013
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

   g. RECOMMENDED AWARD OF CONTRACT FOR ANTIOCH HIGH SCHOOL RUNNING TRACK RESURFACING – BAC PAVING COMPANY – MBOE 800110.13.1J

   It is recommended that MNPS contract with BAC Paving Company, utilizing Metropolitan Nashville Government Contract No. 19024, for the Antioch High School Running Track Resurfacing project in the amount of $68,862.50. Unit prices, fees, and conditions are in compliance with the contract.

   It is recommended that this contract be approved.

   Legality approved by Metro Department of Law.

   FUNDING: 45014.80406414

   August 13, 2013

   h. RECOMMENDED AWARD OF CONTRACT FOR PEARL-COHN HIGH SCHOOL RUNNING TRACK RESURFACING – BAC PAVING COMPANY – MBOE 800632.13.1J

   It is recommended that MNPS contract with BAC Paving Company, utilizing Metropolitan Nashville Government Contract No. 19024, for the Pearl-Cohn High School Running Track Resurfacing project in the amount of $54,975.00. Unit prices, fees, and conditions are in compliance with the contract.

   It is recommended that this contract be approved.

   Legality approved by Metro Department of Law.

   FUNDING: 45014.80406414

   August 13, 2013

   i. RECOMMENDED APPROVAL OF LEASE FOR PENCIL FOUNDATION’S USE OF A PORTION OF THE MCCANN BUILDING

   PENCIL Foundation utilizes the lower level of the McCann Building as a location for the LP PENCIL Box, which serves as a supply center for MNPS teachers. Approval of the attached lease is recommended.

   j. RECOMMENDED APPROVAL OF LEASE FOR MARTHA O’BRYAN CENTER DBA EAST END PREPARATORY SCHOOL’S USE OF THE KITCHEN AT DALEWOOD

   Martha O’Bryan Center dba East End Preparatory School has requested to lease the kitchen at Dalewood to provide meals for East End Preparatory Charter School, which has a separate lease of classroom space in the Dalewood Building. Approval of the attached lease is recommended.
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

k. Awarding of Bids and Contracts

(1) VENDOR: Abt SRBI, Inc.

SERVICE/GOODS: Annual surveys to assess public perception of MNPS among Davidson County residents aged 25-60. Survey responses will be collected on-line as well as by telephone. This contract is awarded from MNPS Request for Proposals RFP #13-21.

TERM: August 14, 2013 through June 30, 2018

FOR WHOM: Communications

COMPENSATION: Contractor’s fees for each survey year are:
   Year 1: $24,421
   Year 2: $20,127
   Year 3: $20,713
   Year 4: $21,300
   Year 5: $21,886

Total compensation for this contract is not to exceed $115,000.

OVERSIGHT: Communications

EVALUATION: Timeliness and quality of surveys, results compilation, and analysis.

MBPE Contract Number: Pending
Legal Control Number: Pending
Source of Funds: Operating Budget
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

k. Awarding of Bids and Contracts

(2) VENDOR: American Paper & Twine Co.

SERVICE/GOODS: Purchase of General Supplies by MNPS Nutrition Services. This contract is awarded from MNPS Invitation to Bid # B13-35.

TERM: July 8, 2013 through June 30, 2014

FOR WHOM: Nutrition Services

COMPENSATION: Total compensation for this contract is not to exceed $1,300,000.

OVERSIGHT: Nutrition Services

EVALUATION: Responsiveness, timeliness of deliveries, and quality of product provided.

MBPE Contract Number: 2-171088-00
Legal Control Number: Pending
Source of Funds: Nutrition Services Fund

k. Awarding of Bids and Contracts

(3) VENDOR: BAC Paving Company, Inc.

SERVICE/GOODS: Purchase of resurfacing services for asphalt parking lots at DuPont Elementary School. This purchase is being made under Metro contract 19663.

TERM: August 14, 2013 through September 30, 2013

FOR WHOM: All persons utilizing the parking lots at DuPont Elementary School

COMPENSATION: Total compensation for this purchase is not to exceed $71,690.

OVERSIGHT: Facility & Grounds Maintenance

EVALUATION: Quality and timeliness of services provided.

MBPE Contract Number: Metro contract 19663
Legal Control Number: Pending
Source of Funds: Capital Funds
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

k. Awarding of Bids and Contracts

(4) VENDOR: Discovery Education Assessment, LLC

SERVICE/GOODS: One-year license for ThinkLink, Contractor’s Predictive Assessment System for Tennessee. Contractor provides materials, scoring, and on-line data access for assessments of grades 3-8, Algebra I, Biology, and English II.

TERM: July 1, 2013 through June 30, 2014

FOR WHOM: MNPS teachers, administrators, and selected Central Office staff members

COMPENSATION: Compensation is based on an a la carte fee schedule. Total compensation for this contract is not to exceed $550,000.

OVERSIGHT: Research, Assessment, & Evaluation

EVALUATION:
1. Timeliness and availability of materials and data.
2. Responsiveness to MNPS requests for service modifications and customizations.

MBPE Contract Number: 2-476804-02
Legal Control Number: Pending
Source of Funds: Operating Budget

k. Awarding of Bids and Contracts

(5) VENDOR: East Penn Manufacturing Co., Inc.

SERVICE/GOODS: Purchase of bus batteries by MNPS Transportation. This contract is awarded from MNPS Invitation to Bid # B13-31.

TERM: June 22, 2013 through June 21, 2014

FOR WHOM: Transportation

COMPENSATION: Total compensation for this contract is not to exceed $50,000.

OVERSIGHT: Transportation

EVALUATION: Responsiveness, timeliness of deliveries, and quality of product provided.

MBPE Contract Number: 2-174198-00
Legal Control Number: Pending
Source of Funds: Operating Budget
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

k. Awarding of Bids and Contracts

(6) VENDOR: Hogan Lovells US LLP

SERVICE/GOODS: First Amendment to the contract, adding two projects to the scope of work, compensation for those projects, and extending the term through the 2013-2014 school year. Contractor provides legal consulting services on the following topics:

- Student assignment policies, procedures, and practices.
- Tennessee legislation establishing a State Charter Authorizer in certain jurisdictions.
- Complaint to the U.S. Government's Office of Civil Rights regarding the 2008 MNPS Student Assignment Plan.

TERM: September 20, 2012 through June 30, 2014

FOR WHOM: Director of Schools/Student Assignment Services

COMPENSATION: This Amendment increases total compensation for the Contract by $100,000. Total compensation for this contract is not to exceed $110,000.

OVERSIGHT: Director of Schools

EVALUATION: Quality and timeliness of consulting services provided.

MBPE Contract Number: 2-765163-00A1
Legal Control Number: Pending
Source of Funds: Operating Budget

k. Awarding of Bids and Contracts

(7) VENDOR: Institutional Wholesale Company, Inc.

SERVICE/GOODS: Purchase of General Supplies by MNPS Nutrition Services. This contract is awarded from MNPS Invitation to Bid # B13-35.

TERM: July 8, 2013 through June 30, 2014

FOR WHOM: Nutrition Services

COMPENSATION: Total compensation for this contract is not to exceed $50,000.

OVERSIGHT: Nutrition Services

EVALUATION: Responsiveness, timeliness of deliveries, and quality of product provided.

MBPE Contract Number: 2-172501-00
Legal Control Number: Pending
Source of Funds: Nutrition Services Fund
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

k. Awarding of Bids and Contracts

(8) VENDOR: Institutional Wholesale Company, Inc.

SERVICE/GOODS: Purchase of groceries (meats, frozen foods, and staples) by
MNPS Nutrition Services. This contract is awarded from MNPS Invitation to
Bid # B13-34.

TERM: July 8, 2013 through June 30, 2014

FOR WHOM: Nutrition Services

COMPENSATION: Total compensation for this contract is not to exceed
$8,000,000.

OVERSIGHT: Nutrition Services

EVALUATION: Responsiveness, timeliness of deliveries, and quality of
product provided.

MBPE Contract Number: 2-172501-00
Legal Control Number: Pending
Source of Funds: Nutrition Services Fund

k. Awarding of Bids and Contracts

(9) VENDOR: Institutional Wholesale Company, Inc.

SERVICE/GOODS: Purchase of Fresh Bread by MNPS Nutrition Services.
This contract is awarded from MNPS Invitation to Bid # B13-40.

TERM: July 8, 2013 through June 30, 2014

FOR WHOM: Nutrition Services

COMPENSATION: Total compensation for this contract is not to exceed
$570,000.

OVERSIGHT: Nutrition Services

EVALUATION: Responsiveness, timeliness of deliveries, and quality of
product provided.

MBPE Contract Number: 2-172501-01
Legal Control Number: Pending
Source of Funds: Nutrition Services Fund
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

k. Awarding of Bids and Contracts

(10) VENDOR: Kelsan, Inc.

SERVICE/GOODS: Purchase of General Supplies by MNPS Nutrition Services. This contract is awarded from MNPS Invitation to Bid # B13-35.

TERM: July 8, 2013 through June 30, 2014

FOR WHOM: Nutrition Services

COMPENSATION: Total compensation for this contract is not to exceed $60,000.

OVERSIGHT: Nutrition Services

EVALUATION: Responsiveness, timeliness of deliveries, and quality of product provided.

MBPE Contract Number: 2-463379-00
Legal Control Number: Pending
Source of Funds: Nutrition Services Fund

k. Awarding of Bids and Contracts

(11) VENDOR: Leonard Stevens Consulting

SERVICE/GOODS: Fifth Amendment to the contract, increasing compensation. Contractor provides consulting services for the implementation of the district’s Diversity Management Plan.

TERM: February 15, 2012 through June 30, 2014

FOR WHOM: All MNPS schools, departments, and staff

COMPENSATION: Compensation under this contract is increased by $120,000. Total compensation for this contract is not to exceed $218,500.

OVERSIGHT: Director of Schools/Student Assignment Services

EVALUATION: Evaluated based upon the acceptance of Contractor’s presentation by the MNPS Student Assignment Task force.

MBPE Contract Number: 2-801371-01A5
Legal Control Number: Pending
Source of Funds: Operating Budget
V. GOVERNANCE ISSUES
A. ACTION

1. CONSENT

k. Awarding of Bids and Contracts

(12) VENDOR: Mercury Supply Co., Inc.

SERVICE/GOODS: Purchase of General Supplies by MNPS Nutrition Services. This contract is awarded from MNPS Invitation to Bid # B13-35.

TERM: July 8, 2013 through June 30, 2014

FOR WHOM: Nutrition Services

COMPENSATION: Total compensation for this contract is not to exceed $30,000.

OVERSIGHT: Nutrition Services

EVALUATION: Responsiveness, timeliness of deliveries, and quality of product provided.

MBPE Contract Number: 2-171164-00
Legal Control Number: Pending
Source of Funds: Nutrition Services Fund
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

k. Awarding of Bids and Contracts

(13) VENDOR: Metropolitan Police Department

SERVICE/GOODS: Upon request, the Metro Police Department will provide police services by assigning officers and police vehicles to MNPS events conducted within the Metropolitan Government area.

TERM: July 1, 2013 through June 30, 2014

FOR WHOM: MNPS Schools

COMPENSATION: Rates charged for the services are:
Police officers: $70/hr. flat rate, $85/hr. holiday rate
Sergeant: $81/hr. flat rate, $98/hr. holiday rate
Lieutenant: $88/hr. flat rate, $108/hr. holiday rate
Captain: $98/hr. flat rate, $128/hr. holiday rate
Vehicle Rates: Marked Car $4.50 per hour
                  Motorcycle $3.00 per hour
Total compensation for this contract is not to exceed $100,000.

OVERSIGHT: Student Services/Security

EVALUATION: In the event MNPS is not satisfied with the performance of an officer providing services, the MNPS official responsible for the event or activity will first discuss their dissatisfaction with the most senior police officer present. If MNPS is still dissatisfied after the discussion, the MNPS Director of School Security will discuss the matter with the Metropolitan Police Department and the Department will respond in a timely manner.

MBPE Contract Number: 2-215822-09
Legal Control Number: Pending
Source of Funds: Operating Budget; School Activity Funds
V. GOVERNANCE ISSUES
   A. ACTION
      1. CONSENT
         k. Awarding of Bids and Contracts

         (14) VENDOR: Metropolitan Transit Authority

         SERVICE/GOODS: Ridership Card services for the 2013-2014 school year. The service routes will be the regularly scheduled bus routes and times posted on the MTA website. Services will be within Davidson County only and will not include access ride service.

         TERM: August 1, 2013 through May 30, 2014

         FOR WHOM: Students eligible for free and reduced meals attending magnet, non-traditional, and alternative schools and programs

         COMPENSATION: The monthly fee for each Ridership Card will be the published MTA price for services during the month.

         Total compensation for this contract is not to exceed $700,000.

         OVERSIGHT: Chief Operating Officer/Student Assignment Services

         EVALUATION: Contractor’s ability to provide suitable transportation service to and from schools.

         MBPE Contract Number: 2-559722-02
         Legal Control Number: Pending
         Source of Funds: Operating Budget

         k. Awarding of Bids and Contracts

         (15) VENDOR: Purity Dairies, Inc.

         SERVICE/GOODS: Purchase of milk by MNPS Nutrition Services. This contract is awarded from MNPS Invitation to Bid # B13-41.

         TERM: July 8, 2013 through June 30, 2014

         FOR WHOM: Nutrition Services

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

         OVERSIGHT: Nutrition Services

         EVALUATION: Responsiveness, timeliness of deliveries, and quality of product provided.

         MBPE Contract Number: 2-172500-00
         Legal Control Number: Pending
         Source of Funds: Nutrition Services Fund
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

k. Awarding of Bids and Contracts

(16) VENDOR: Southern Word Inc.

SERVICE/GOODS: Fourth Amendment to the contract, adding residencies in poetry and speaking at various schools within MNPS. The additional scope will be for the 2013-2014 school year.

TERM: September 28, 2011 through September 27, 2016

FOR WHOM: Participating students at the schools listed below:

COMPENSATION:

J.E. Moss Elementary School $3,500
Pearl-Cohn High School $4,700
Jere Baxter Middle School $4,400
Hume-Fogg High School $4,700
Martin Luther King, Jr. High School $4,700
Nashville Big Picture High School $3,600
LEAD Academy High School $4,200
Total $29,700

This Amendment increases compensation for the contract by $29,700. Total compensation for this contract is not to exceed $150,100.

OVERSIGHT: Leadership & Learning

EVALUATION: End of residency student surveys and feedback from schools.

MBPE Contract Number 2-695329-01A4
Legal Control Number: Pending
Source of Funds: Tennessee Arts Commission Grants
V. GOVERNANCE ISSUES

A. ACTION

1. CONSENT

k. Awarding of Bids and Contracts

(17) VENDOR: Zeumo, Inc.

SERVICE/GOODS: Student engagement software that uses closed social networks to improve communication, connections and engagement between students, and connections between schools and local community partners. Schools can digitally stream important content, deadlines, assignments, announcements, etc. directly to a student’s mobile device or desktop dashboard.

TERM: August 14, 2013 through August 13, 2018

FOR WHOM: All MNPS High School students and staff

COMPENSATION: $3,500 per school/per year

Total compensation for this contract is not to exceed $119,000.

OVERSIGHT: Leadership & Learning

EVALUATION: Based on how many students and teachers use the network and the overall impact on student engagement and achievement.

MBPE Contract Number: 2-00572-00
Legal Control Number: Pending
Source of Funds: Federal Funds - School Climate Grant

1. Recommended Approval of Legal Settlement Claim #C-31063 - $45,000
m. Recommended Approval of Legal Settlement Claim #L-15452 - $100,000
LEASE AGREEMENT
BY AND BETWEEN
THE METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION
OF THE
GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
MARTHA O’BRYAN CENTER DBA EAST END PREPARATORY SCHOOL

This LEASE AGREEMENT (“hereinafter Lease”), made and entered into by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY by and through the METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION (hereinafter “Lessor”), and MARTHA O’BRYAN CENTER DBA EAST END PREPARATORY SCHOOL (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 commonly known as DALEWOOD SCHOOL as depicted on the attached floorplan, together with all improvements, fixtures and appurtenant rights thereto (hereinafter “Premises”) located at 1460 MCGAVOCK PIKE, NASHVILLE, TN 37216, for use as a contracted services school (hereinafter “the Permitted Use”);

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;

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 rent 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 July 23, 2013 (the “Commencement Date”) and end on June 30, 2014. The provisions of Section 5 shall govern the refund of any unused portion of the Lease. This Lease shall not take effect until approved by the Metropolitan Nashville Board of Public Education and filed in the office of the Metropolitan Clerk.

SECTION 4. RIGHTS AND RESPONSIBILITIES.

(a) Lessor’s Rights and Responsibilities. Lessor agrees to allow Lessee to use and occupy the Premises to use for the Permitted Use.

(b) Lessee’s Rights and Responsibilities. Lessee agrees to occupy and use the Premises as specified above and to pay rent as specified in Section 5.

SECTION 5. RENT.

(a) Amounts. Lessee agrees to pay Lessor as annual “Rent” for the use of the Premises the amount of $5.00 (five dollars) per square foot. The square footage to be utilized is indicated on the attached plan and totals approximately 4,293 square feet. Therefore the monthly rent will be $1788.75. Rent shall include the provision of security, grounds maintenance, water, gas, electricity and Chancery service to the Premises. Lessee shall pay Rent to Lessor in monthly installments.

(b) Payment. Rent must be paid by the first day of each month, to the address specified in section 19.

(c) Refund. If Lessee occupies the premises for less than the full term of the Lease, any Rent paid for the Premises in advance shall be refunded on a pro rata basis less any costs actually incurred by the Metropolitan Government related to the Lease.
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 Rent when due hereunder; and,

(b) To use and occupy the Premises for purposes stated hereunder 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 and major capital repairs to the Building’s roof, foundation, structural members or exterior walls, HVAC system, plumbing system, boiler, and exterior glazing system (the “Building’s Systems and Structure”). Lessor shall not be responsible for (1) any such replacement or major repairs until Lessee notifies Lessor of the need therefore in writing 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 fixtures, 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) Utilities. Utility costs are covered in the per square foot lease cost.

(c) Maintenance Obligations. Lessee’s obligations include routine maintenance of the facilities, HVAC, Plumbing, Electrical Systems, Kitchen Equipment and the Building’s Structure. Lessee agrees to keep the Premises in a clean and sanitary condition free of trash, refuse and debris at all times during the Term and 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 be responsible for service and repair of kitchen equipment (a listing of equipment is attached) and equipment shall be left in a clean, sanitary, and working condition, equal to the condition as Lessee received, excepting ordinary wear and tear. Lessee shall provide 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, equipment, **as required**. Lessee shall obtain and pay for its own refuse collection.

(d) **Americans with Disabilities Act (“ADA”), Building, Fire, and Zoning Codes and Regulations** The Premises shall be delivered to the Tenant in its “AS IS” condition, no warranties or representations having been made by Landlord (except as otherwise expressly set forth herein). Tenant 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 demised 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 of the term of this Lease, without representation or warranty by Landlord.

If any improvements or modifications to the Premises are required for Tenant’s occupancy, Tenant agrees, at its cost and expense, to make such improvements or modifications. Before proceeding with Tenant’s work, Tenant shall obtain the Landlord’s written approval of plans and specifications. If Tenant requests any additions to the approved plans, Tenant shall obtain Landlord’s prior approval and pay the costs thereof. All of Tenant’s work shall be performed in a good and workmanlike manner, in strict accordance with the plans and specifications approved by Landlord, and in compliance with all applicable laws, rules, codes, ordinances and regulations. Tenant, at Tenant’s sole cost and expense, shall obtain any and all permits that may be required for Tenant’s work prior to commencing Tenant’s work.

Tenant shall hold Landlord harmless from and shall indemnify Landlord 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 Tenant, its employees, agents, contractor, or subcontractors. This paragraph shall survive 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. Lessee shall be responsible for any necessary cleaning or repair to Lessor’s property so that the same shall be put in as good a condition as Lessee received it, normal wear and tear excepted. Any and all of Lessor’s operating equipment that may be used by Lessee or its employees or agents shall be returned in as good and 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.
SECTION 10. RIGHT-OF-ENTRY

(a) Lessor and including without limitation, its respective 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 respective authorized representatives shall not constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of Rent 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 duration of the Lease and any extension hereof at least the following types and amounts of insurance:

(a) Occurrence version 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 insureds. 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 leased premises.
(c) Lessee shall maintain property insurance against all risks of loss to any tenant improvements or betterments. Insurance shall be for full replacement cost with no coinsurance penalty provision.

Lessee shall:

(a) Prior to commencement of Lease, furnish Metro 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 expiration of Lease.

(d) Maintain such insurance from the time Lease commences until Lease is terminated.

(e) Place such insurance with insurer 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, including, without limitation, arising out of this Lease, Permitted Use, 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. 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.

(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, Lessor, 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.

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. CONFLICT OF INTEREST.

Lessee declares that as of the effective date of this Lease, neither the Mayor nor any member of the Metropolitan Council, nor the director of any department of the Metropolitan Government, nor any other Metropolitan Governmental official or employee is directly or indirectly interested in this Lease and, furthermore, Lessee pledges that it will notify the administrator of Lessor in writing should any of the above-referenced persons become either directly or indirectly interested in this Lease. In addition, Lessee declares that as of the effective date of this Lease, neither it nor any of the principals therein have given or donated, or promised to give or donate, either directly or indirectly, to any official or employee of the Metropolitan Government or to anyone else for its benefit, any sum of money or other thing of value or aid or assist in obtaining this lease. Furthermore, Lessee pledges that neither it nor any officer or employee of the Metropolitan Government, or to anyone else for his benefit, has given any sum of money or other thing of value for aid or assistance in obtaining any amendment or modification to this Lease.

SECTION 16. PERSONNEL POLICY.

Lessee makes oath that, by its employment standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal, or laying-off of any individual due to his age, race, creed, color, national origin, gender or disability.
SECTION 17. DEFAULT AND TERMINATION.

(a) Notice of Default. Upon actual notice of Lessee’s default, Lessor shall deliver written notice of default to Lessee, wherein, if such default remains uncured for 30 days or Lessee has not attempted to cure within said 30 day period after the receipt of such notice, then this Lease shall terminate (“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 in a timely and proper manner and is unable to cure such failure within the time provided in Section 17(a), or such period of time as specified by Lessor, taking into consideration the gravity and nature of the default, or if Lessee shall violate any of the terms of this Lease;

(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’ or

(iii) Lessee abandons or discontinues conducting its operation on the Premises.

(c) Should this Lease be terminated as provided by Section 17(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 17 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, 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 or creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(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 for Governmental Purpose: (i) This Lease may be terminated should Lessor or superior governmental authority decide to use the Premises for a Superior Governmental Purpose; (ii) 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), Lessee is thereby unable to operate its school in substantially the same manner a previously operated, Lessee may, at Lessee’s option, to be exercised in writing only within thirty (30) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within thirty (30) 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 rent shall be equitably adjusted, and in the event of any temporary taking of one year or less, rent 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 ward for loss of or damage to Lessee’s trade fixtures and removable personal property and for relocation expenses from such condemning authority. 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. In the event that this Lease is not terminated by reason of such condemnation, Lessee shall pay any amount in excess of such severance damages required to complete such repair.

(g) Termination for Contract Revocation or Termination. Notwithstanding anything set forth herein to the contrary, this Lease shall terminate automatically if the East End Preparatory School Agreement with Metropolitan Nashville Public Schools, Contract No. (2-22000-05) or if the East End Preparatory School lease at Dalewood School is terminated or revoked as of the effective date of such termination or revocation.
(h) **Termination Upon Notice.** Notwithstanding anything set forth herein to the contrary, Lessor or lessee may terminate this Lease upon not less than sixty (60) days written notice for any reason.

**SECTION 18. 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 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 compensation hereunder shall not cease or be abated during any repair period. Should the damages to the area be so extensive as to render it untenantable, the compensation for such area shall cease, on a pro-rata basis, until such time it shall again be put in repair, 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 19. NOTICES, PAYMENT OF RENT 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 rents 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 SCHOOLS  
**ATTN:** JOE EDGENS  
2601 BRANSFORD AVENUE  
NASHVILLE, TN 37204  
(615) 259-8516

Rents shall be paid to the same address, but shall be directed to Glenda Gregory in the Business Office.

Notices to Lessee shall be delivered as follows:

**LESSEE:** MARTHA O’BRYAN CENTER  
711 SOUTH 7TH STREET  
NASHVILLE, TN 37206
ATTN: VICKIE ETTE COLEMAN

SECTION 20. 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.

(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.

SECTION 21. SEVERABILITY.

If a court of competent jurisdiction holds that one or more clauses, sections or provisions of this Lease are unlawful, invalid or unenforceable, the parties hereto agree that all remaining clauses, sections and provisions shall continue in full force and effect.

SECTION 22. FORCE MAJEURE.

Neither Lessor nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

SECTION 23. 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 24. 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 25. 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 26. APPLICABLE LAW AND VENUE.

The parties agree that this Lease is executed in and is to be performed in the State of Tennessee, and that all provisions of this Lease and any dispute arising hereunder shall be governed by the laws of the State of Tennessee. Any dispute arising out of this Lease shall be litigated in the courts of Davidson County, Tennessee.

SECTION 27. NO AGENCY.

Anything herein to the contrary notwithstanding, Lessee is not the agent of Lessor. The parties hereto are neither partners nor joint venturers and neither shall the parties hold themselves out to be partners or joint venturers. The parties shall hold the status of Lessor and Lessee only.

SECTION 28. 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. 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 29. 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 through originally agreed to and incorporated here upon its filing with the Metropolitan Clerk.

SECTION 30. COMPLIANCE WITH LAWS.

Lessee agrees to comply with all federal, state and local laws in the performance of this Lease, including, but not limited to all fire, building and life safety codes and The Americans with Disabilities Act (“ADA”).

SECTION 31. NO PARTNERSHIP.
This Lease is not intended to create a partnership or joint venture between Lessor and Lessee, or to create a principal-and-agent relationship between them.

SECTION 32. WAIVER.

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

SECTION 33. 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.

The Lessee fully understands that this Lease is not binding except and until all appropriate Lessor official signatures have been fully obtained, approval of this agreement by the Metropolitan Nashville Board of Public Education 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:

Director of Purchasing, MBPE:

____________________________________

RECOMMENDED:

Executive Staff Member, MBPE
Department: __________________________

_____________________________________

Director of Federal Programs

APPROVED AS TO AVAILABILITY OF FUNDS:

ACCOUNT NUMBER:

____________________________________

Chief Financial Officer, MBPE

____________________________________

Chairman of the Board , MBPE

____________________________________

Director of Finance

APPROVED AS TO INSURANCE:

____________________________________

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

____________________________________

Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

____________________________________

Date Filed: _________________

LESSEE

BY: ________________________________

Title: ______________________________

Sworn to and subscribed to before me, a Notary Public, this ________________

day of ______________________, 200 __, by ________________________________,

the ____________________________ of Contractor and duly authorized to
execute this instrument on Contractor’s behalf.

__________________________________
Notary Public

My Commission Expires _____________
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Serving Lines are not part of the lease.
LEASE AGREEMENT
BY AND BETWEEN
THE METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION
OF THE
GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
PENCIL FOUNDATION

This LEASE AGREEMENT ("hereinafter Lease"), made and entered into July 1, 2013 by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY by and through the METROPOLITAN NASHVILLE BOARD OF PUBLIC EDUCATION (hereinafter “Lessor”), and PENCIL FOUNDATION (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 commonly known as McCann School as depicted on the attached floorplan, together with all improvements, fixtures and appurtenant rights thereto (hereinafter “Premises”) located at 1300 56th Avenue North, Nashville, TN 37209 for use as a School Supplies Center (hereinafter “the Permitted Use”);

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;

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 rent 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 July 1, 2013 (the “Commencement Date”) and end on June 30, 2014. The provisions of Section 5 shall govern the refund of any unused portion of the Lease. This Lease shall not take effect until approved by the Metropolitan Nashville Board of Public Education and filed in the office of the Metropolitan Clerk.

SECTION 4. RIGHTS AND RESPONSIBILITIES.

(a) Lessor’s Rights and Responsibilities. Lessor agrees to allow Lessee to use and occupy the Premises to use for the Permitted Use.

(b) Lessee’s Rights and Responsibilities. Lessee agrees to occupy and use the Premises as specified above and to pay rent as specified in Section 5.

SECTION 5. RENT.

(a) Amounts. Lessee agrees to pay Lessor as annual “Rent” for the use of the Premises the amount of N/A $5.00 (five dollars) per square foot. The square footage to be utilized is indicated on the attached plan and totals approximately 14,200 square feet. Therefore the monthly rent will be N/A. Rent shall include the provision of security, grounds maintenance, water, gas, electricity, and maintenance & custodial service Chancery service to the Premises. Lessee shall pay Rent to Lessor in monthly installments.

(b) Payment. N/A. Rent must be paid by the first day of each month, to the address specified in section 19.

(c) Refund. N/A. If Lessee occupies the premises for less than the full term of the Lease, any Rent paid for the Premises in advance shall be refunded on a pro rata basis less any costs actually incurred by the Metropolitan Government related to the Lease.
SECTION 6. DELINQUENT PAYMENTS: HANDLING CHARGES.

N/A. 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) N/A. To timely pay Rent when due hereunder; and,

(b) To use and occupy the Premises for purposes stated hereunder 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 and major capital repairs to the Building’s roof, foundation, structural members or exterior walls, HVAC system, plumbing system, boiler, and exterior glazing system (the “Building’s Systems and Structure”). Lessor shall not be responsible for (1) any such replacement or major repairs until Lessee notifies Lessor of the need therefore in writing 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 fixtures, 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). Lessor shall provide routine maintenance and custodial service.

(b) Utilities. Utility costs are covered in the per square foot lease cost.

(c) Maintenance Obligations. Lessee’s obligations include routine maintenance of the facilities, HVAC, Plumbing, Electrical Systems, and the Building’s Structure. Lessee agrees to keep the Premises in a clean and sanitary condition free of trash, refuse and debris at all times during the Term and 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 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.
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. Lessee shall be responsible for any necessary cleaning or repair to Lessor’s property so that the same shall be put in as good a condition as Lessee received it, normal wear and tear excepted. Any and all of Lessor’s operating equipment that may be used by Lessee or its employees or agents shall be returned in as good and 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.
SECTION 10. RIGHT-OF-ENTRY

(a) Lessor and including without limitation, its respective 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 respective authorized representatives shall not constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of Rent 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 duration of the Lease and any extension hereof at least the following types and amounts of insurance:

(a) Occurrence version 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 insureds. 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 leased premises.
(c) Lessee shall maintain property insurance against all risks of loss to any tenant improvements or betterments. Insurance shall be for full replacement cost with no coinsurance penalty provision.

Lessee shall:

(a) Prior to commencement of Lease, furnish Metro 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 expiration of Lease.

(d) Maintain such insurance from the time Lease commences until Lease is terminated.

(e) Place such insurance with insurer 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, including, without limitation, arising out of this Lease, Permitted Use, 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. 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.

(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.

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. CONFLICT OF INTEREST.

Lessee declares that as of the effective date of this Lease, neither the Mayor nor any member of the Metropolitan Council, nor the director of any department of the Metropolitan Government, nor any other Metropolitan Governmental official or employee is directly or indirectly interested in this Lease and, furthermore, Lessee pledges that it will notify the administrator of Lessor in writing should any of the above-referenced persons become either directly or indirectly interested in this Lease. In addition, Lessee declares that as of the effective date of this Lease, neither it nor any of the principals therein have given or donated, or promised to give or donate, either directly or indirectly, to any official or employee of the Metropolitan Government or to anyone else for its benefit, any sum of money or other thing of value or aid or assist in obtaining this lease. Furthermore, Lessee pledges that neither it nor any officer or employee of the Metropolitan Government, or to anyone else for his benefit, has given any sum of money or other thing of value for aid or assistance in obtaining any amendment or modification to this Lease.

SECTION 16. PERSONNEL POLICY.

Lessee makes oath that, by its employment standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal, or laying-off of any individual due to his age, race, creed, color, national origin, gender or disability.
SECTION 17. DEFAULT AND TERMINATION.

(a) Notice of Default. Upon actual notice of Lessee’s default, Lessor shall deliver written notice of default to Lessee, wherein, if such default remains uncured for 30 days or Lessee has not attempted to cure within said 30 day period after the receipt of such notice, then this Lease shall terminate (“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 in a timely and proper manner and is unable to cure such failure within the time provided in Section 17(a), or such period of time as specified by Lessor, taking into consideration the gravity and nature of the default, or if Lessee shall violate any of the terms of this Lease;

(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’ or

(iii) Lessee abandons or discontinues conducting its operation on the Premises.

(c) Should this Lease be terminated as provided by Section 17(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 17 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, 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 or creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(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 for Governmental Purpose: (i) This Lease may be terminated should Lessor or superior governmental authority decide to use the Premises for a Superior Governmental Purpose; (ii) 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), Lessee is thereby unable to operate its school in substantially the same manner a previously operated, Lessee may, at Lessee’s option, to be exercised in writing only within thirty (30) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within thirty (30) 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 rent shall be equitably adjusted, and in the event of any temporary taking of one year or less, rent shall abate proportionately for the period of such taking to the extent any portion of the Premises’ is untenanted 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 ward for loss of or damage to Lessee’s trade fixtures and removable personal property and for relocation expenses from such condemning authority. 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. In the event that this Lease is not terminated by reason of such condemnation, Lessee shall pay any amount in excess of such severance damages required to complete such repair.

(g) Termination for Contract Revocation or Termination. Notwithstanding anything set forth herein to the contrary, this Lease shall terminate automatically if the Lessee’s Agreement with Metropolitan Nashville Public Schools, Contract No. (insert Charter contract Number) is terminated or revoked as of the effective date of such termination or revocation.
(h) **Termination Upon Notice.** Notwithstanding anything set forth herein to the contrary, Lessor or lessee may terminate this Lease upon not less than sixty (60) days written notice for any reason.

**SECTION 18. 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 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 compensation hereunder shall not cease or be abated during any repair period. Should the damages to the area be so extensive as to render it untenable, the compensation for such area shall cease, on a pro-rata basis, until such time it shall again be put in repair, 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 19. NOTICES, PAYMENT OF RENT 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 rents shall also be paid to the same address. Until any such change is made, notices to Lessor shall be delivered as follows:

<table>
<thead>
<tr>
<th>LESSOR:</th>
<th>METROPOLITAN NASHVILLE PUBLIC SCHOOLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTN:</td>
<td>JOE EDGENS</td>
</tr>
<tr>
<td></td>
<td>2601 BRANSFORD AVENUE</td>
</tr>
<tr>
<td></td>
<td>NASHVILLE, TN 37204</td>
</tr>
<tr>
<td></td>
<td>(615) 259-8516</td>
</tr>
</tbody>
</table>

N/A. Rents shall be paid to the same address, but shall be directed to Glenda Gregory in the Business Office.
Notices to Lessee shall be delivered as follows:

**LESSEE:**  Pencil Foundation

**ATTN:**  Laura Ross  
Financial Director  
421 Great Circle Road  
Nashville, TN  37228

**SECTION 20. 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.

(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.

**SECTION 21. SEVERABILITY.**

If a court of competent jurisdiction holds that one or more clauses, sections or provisions of this Lease are unlawful, invalid or unenforceable, the parties hereto agree that all remaining clauses, sections and provisions shall continue in full force and effect.

**SECTION 22. FORCE MAJEURE.**

Neither Lessor nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

**SECTION 23. 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 24. 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 25. 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 26. APPLICABLE LAW AND VENUE.

The parties agree that this Lease is executed in and is to be performed in the State of Tennessee, and that all provisions of this Lease and any dispute arising hereunder shall be governed by the laws of the State of Tennessee. Any dispute arising out of this Lease shall be litigated in the courts of Davidson County, Tennessee.

SECTION 27. NO AGENCY.

Anything herein to the contrary notwithstanding, Lessee is not the agent of Lessor. The parties hereto are neither partners nor joint venturers and neither shall the parties hold themselves out to be partners or joint venturers. The parties shall hold the status of Lessor and Lessee only.

SECTION 28. 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. 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 29. 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 through originally agreed to and incorporated here upon its filing with the Metropolitan Clerk.
SECTION 30. COMPLIANCE WITH LAWS.

Lessee agrees to comply with all federal, state and local laws in the performance of this Lease, including, but not limited to all fire, building and life safety codes and The Americans with Disabilities Act (“ADA”).

SECTION 31. NO PARTNERSHIP.

This Lease is not intended to create a partnership or joint venture between Lessor and Lessee, or to create a principal-and-agent relationship between them.

SECTION 32. WAIVER.

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

SECTION 33. 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.

The Lessee fully understands that this Lease is not binding except and until all appropriate Lessor official signatures have been fully obtained, approval of this agreement by the Metropolitan Nashville Board of Public Education 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:

Director of Purchasing, MBPE: __________________________

RECOMMENDED:

Executive Staff Member, MBPE
Department: __________________________

Director of Federal Programs

APPROVED AS TO AVAILABILITY OF FUNDS:
ACCOUNT NUMBER: __________________________

Chief Financial Officer, MBPE

Chairman of the Board, MBPE

Director of Finance

APPROVED AS TO INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

________________________________________

Date Filed: __________________

LESSEE

BY: _____________________________
Title: ____________________________

Sworn to and subscribed to before me, a Notary Public, this _____________ day of ________________ , 20___, by ______________________________, the ____________________________ of Contractor and duly authorized to execute this instrument on Contractor’s behalf.

________________________________________
Notary Public
My Commission Expires _____________
Special Adoption of Textbooks:

- First Language English Coursebook – Cambridge University Press 2010
- Cambridge IGCSE Biology Coursebook, 2010, 2nd Ed.
- Cambridge IGCSE Biology Workbook, 2010, 2nd Ed.
- IGCSE Core and Extended Mathematics, Cambridge University Press
- Essential Mathematics for Cambridge, IGCSE Extended, Oxford University Press
- Core Practice Book
- Extended Practice Book
Committees and Appointments

A committee is a Board committee only if its existence and charge come from the Board and its work is intended to support the Board’s work, whether or not Board members serve on the committee. The only Board committees are those listed in this policy. Unless otherwise indicated, a committee ceases to exist as soon as its task is complete. Board may create committees as needed.

Board committees:

Board Committees
Advocacy
Budget and Finance
Capital Needs
Director’s Evaluation
Executive Committee
Governance
Nondiscrimination Procurement Program
Student Assignment Task Force
Teaching and Learning

Board Appointments:

Administrative Appointments
Administrative Retirement
Athletic Council
Charter Schools
Insurance Trust
Negotiations
Sick Leave Bank

Local, State, and National Appointments
Alignment Nashville
Council of the Great City Schools Liaison
Metro Board of Parks and Recreation
Nashville Alliance for Public Education
NSBA Council of Urban Boards (CUBE)
PENCIL Foundation
TSBA Legislative Network Representative
TSBA Ambassador

Adopted: 4/22/03
Amended: 8/12/03
8/8/06
9/26/06
9/25/07
3/23/10
8/13/13

Monitoring Method: Annual Board self-assessment
Monitoring Method: Annually in December
Policy Type: End Results for Children

Provide an excellent teacher in every class, for every student, every year;
Ensure that school leadership is focused on high student achievement and cultivating an environment that produces excellence for a diverse student body

Academic Achievement

Upon or before the conclusion of the 2017-18 academic year, more than 70 percent of MNPS students shall be rated proficient or advanced on the State of Tennessee’s standardized assessments.

Upon or before the conclusion of the 2017-18 academic year, more than 50 percent of MNPS high-school students shall score 21 or higher on the ACT assessment of college readiness or the equivalent on the SAT assessment.

Ultimately, 100 percent of MNPS students should be prepared for a career or college, and life, and meet or exceed performance standards in all academic areas, including:

- Reading
- Writing
- Listening
- Speaking
- Mathematics
- Science
- Social Science
- Career and Technical Education
- Foreign Language
- Visual and Performing Arts
- Health and Physical Education
- Technology

Measurement of the students’ performance occurs through various assessments, some of which are listed below. The Board expects a report, in final form, on the following assessments from the administration as soon as possible after the release of the data:

2.1 TCAP
2.2 District Assessments
2.3 End of Course
2.4 TCAP Writing
2.5 Advanced Placement
2.6 ACT/SAT/College Entrance
2.7 Graduation/Drop Out Rates

Adopted: 4/22/03
Amended: 5/25/04
1/11/05
Resolution[Draft]

Metropolitan Nashville Davidson County
Board of Public Education
Nashville, Tennessee

High stakes standardized tests, as defined for purposes of this resolution, are tests developed for mass consumption by testing companies that are implemented by school districts and bear important consequences for both the student and the teacher.

WHEREAS, the future of a prosperous Davidson County relies on a high-quality public education system that prepares all students for college, careers, and citizenship; and

WHEREAS, MNPS has spent growing amounts of money, time, energy, and resources on high-stakes standardized testing, while using results of tests to make decisions which affect students, educators, and schools; and

WHEREAS, an over emphasis on high-stakes tests narrows the curriculum, limits teachers’ ability to provide valuable learning opportunities in the classroom, allows for-profit test publishers to drive instruction rather than trained educators, and discourages a broad range of educational experiences; and

WHEREAS, it is widely recognized that standardized testing is an inadequate and often unreliable measure of both student learning and educator effectiveness; and

WHEREAS, high-stakes standardized testing places undue stress on students and has negative effects for students from all backgrounds, including low socioeconomic students, English Language Learners, and Exceptional Education students; and

WHEREAS, imposing relentless test preparation and boring memorization of facts to “enhance” test performance is doing little more than stealing the love of learning from our students and discouraging creativity; and

NOW, BE IT THEREFORE RESOLVED, the Board of Education calls on the Director of Schools to study the number of tests administered to students and the number of hours of practice students endure in preparation for high-stakes tests throughout Metro Schools; to reduce these tests to a minimum; and to abolish high stakes, standardized tests for K-2nd grades.

BE IT FURTHER RESOLVED, the Board of Education, calls on the governor, state legislature, and administrators of MNPS to examine public school accountability systems used to evaluate student achievement, and to develop a system based on multiple forms of assessments that accurately reflect a wide range of acquisition of student knowledge.
This resolution shall take effect immediately for the benefit of all students in Metropolitan Nashville Public Schools.

Adopted this day, Tuesday, August 13, 2013

________________________________ _______________________________
Chair      Vice-Chair

________________________________ ________________________________
________________________________ ________________________________
________________________________ ________________________________
________________________________ ________________________________

______________________________
Director of Schools
August 8, 2013

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

Re: Charges Supporting the Dismissal of David Richard

Dear Board Members:

I am writing to recommend the dismissal of David Richard from employment as a tenured teacher with the Metropolitan Nashville Public Schools, pursuant to T.C.A. § 49-5-511. I have charged him with violating TCAP security procedures, which is grounds for dismissal of a tenured teacher under T.C.A. § 49-1-607.

These charges were set forth in my letter to David Richard on August 8, 2013, a copy of which is attached. I am asking you to certify these charges by voting that if proven true, these charges warrant Mr. Richard’s dismissal. Should you certify these charges, I will inform Mr. Richard of your action and formally advise him of the right to request a hearing before an impartial hearing officer.

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

Accordingly, it is my recommendation that David Richard be dismissed from employment with the Metropolitan Nashville Public Schools.

Sincerely,

[Signature]

Jesse B. Register, Ed.D.

JBR/mrb

cc: Susan Thompson, Chief Officer, MNPS Human Capital
Dr. Antoinette Williams, Principal, GraMar Middle School
Kathryn Sinback, Department of Law
Personnel File (certificated)

Enclosure: August 8, 2013 letter to David Richard
August 8, 2013

Mr. David Richard

Re: Notice of Charges for Dismissal – David Richard

Dear Mr. Richard:

This is to inform you that I am recommending that you be dismissed from employment as a tenured teacher with the Metropolitan Nashville Public Schools (MNPS). The basis for your dismissal is failing to follow the security guidelines for administration of the Tennessee comprehensive assessment program (TCAP) test.

1. On April 25, 2013, several students observed you providing math assistance to three students during the administration of the TCAP test while the students still had their TCAP answer booklets on their desks.

2. Prior to providing math assistance to these three students, you were observed reviewing an absent student’s TCAP test booklet.

3. The TCAP security guidelines require that administrators “Prohibit coaching students in any way during State assessments. Ensure students respond to test items without assistance from anyone.” State Test Security Guideline #14.

4. The TCAP security guidelines further require that administrators “Prohibit reading test items and passages by anyone other than the students being tested, unless indicated in test instructions or accommodations. Secure assessment materials (including pilot or field test materials) shall not be read, reviewed, or analyzed at any time before, or after test administration.” State Test Security Guideline #15.

5. You were advised of these TCAP security procedures on October 3, 2012. You executed a Security Agreement on that date attesting that you agreed to follow all of the TCAP security procedures. You were further advised of the penalties for noncompliance with security guidelines for state-mandated tests, including dismissal of tenured employees.

6. Your actions on April 25, 2013, violated the TCAP security procedures referenced in #3 and #4 above.
7. Pursuant to T.C.A. § 49-1-607, noncompliance with security guidelines for TCAP tests “will be grounds for dismissal, including dismissal of tenured employees.”

8. Therefore, I am recommending that you be dismissed from your employment as a tenured teacher with the Metropolitan Nashville Public Schools.

Sincerely,

Jesse B. Register, Ed.D.

JBR/mrb

cc: Susan Thompson, Chief Officer, MNPS Human Capital
Dr. Antoinette Williams, Principal, GraMar Middle School
Kathryn Sinback, Department of Law
Personnel File (certificated)
Memorandum

To: Jesse Register, Ed. D., Director of Schools
From: Alvin Jones, Executive Director, Student Services
Date: 8/13/13
Re: Compulsory Attendance Waiver Request

This request for exemption from compulsory school attendance to enroll in a G.E.D. program has been reviewed. It meets the guidelines for exemption as approved by the State Board OF Education and MNPS policy. I recommend approval of this request.

<table>
<thead>
<tr>
<th>NAME</th>
<th>AGE</th>
<th>SCHOOL</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.A.</td>
<td>17</td>
<td>Hillwood High</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>August 12, 2013</strong></td>
<td><strong>Monday</strong></td>
<td>10:00 AM - 10:30 AM College Access for Students Announcement -- Nashville State Community College--- Southeast Campus</td>
</tr>
<tr>
<td><strong>August 13, 2013</strong></td>
<td><strong>Tuesday</strong></td>
<td>3:30 PM - 4:45 PM Budget and Finance Committee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5:00 PM - 5:30 PM Regular Board Meeting -- Boardroom</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regular Board Meeting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Every Second Tuesday at 5:00pm</td>
</tr>
<tr>
<td><strong>August 16, 2013</strong></td>
<td><strong>Friday</strong></td>
<td>11:30 AM - 1:00 PM Board Luncheon with Dr. Register</td>
</tr>
<tr>
<td><strong>August 17, 2013</strong></td>
<td><strong>Saturday</strong></td>
<td>9:00 AM - 9:30 AM Parent University -- Trevecca Nazarene</td>
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<tr>
<td></td>
<td></td>
<td>9-2pm</td>
</tr>
<tr>
<td><strong>August 27, 2013</strong></td>
<td><strong>Tuesday</strong></td>
<td>8:00 AM - 9:45 AM Copy: 3rd Qtr Investment Committee Meeting -- 700 Second Ave S, Howard Office Building 1st Floor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5:00 PM - 5:30 PM Work Session -- Boardroom</td>
</tr>
<tr>
<td><strong>September 10, 2013</strong></td>
<td><strong>Tuesday</strong></td>
<td>5:00 PM - 5:30 PM Regular Board Meeting -- Boardroom</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Regular Board Meeting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Every Second Tuesday at 5:00pm</td>
</tr>
<tr>
<td><strong>September 23, 2013</strong></td>
<td><strong>Monday</strong></td>
<td>4:30 PM - 5:00 PM First Choice Festival -- TN State Fairgrounds</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4:30 – 7pm</td>
</tr>
<tr>
<td>Time</td>
<td>Event Description</td>
<td></td>
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<tr>
<td>--------------</td>
<td>--------------------------</td>
<td></td>
</tr>
<tr>
<td>5:00 PM - 5:30 PM</td>
<td>Work Session -- Boardroom</td>
<td></td>
</tr>
</tbody>
</table>
### Sales Tax Collections - General Purpose Fund
**As of July 20, 2013**

<table>
<thead>
<tr>
<th>MONTH</th>
<th>TOTAL 2011-2012 COLLECTIONS</th>
<th>2012-2013 Projection</th>
<th>TOTAL 2012-2013 COLLECTIONS</th>
<th>$ Change For Month - FY13</th>
<th>$ Change For Month - FY12</th>
<th>% Change For Month - FY12</th>
<th>% Increase / Decrease Year-To-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September</td>
<td>$15,397,715.39</td>
<td>$15,975,899.14</td>
<td>$15,329,184.16</td>
<td>($646,714.98)</td>
<td>($68,531.23)</td>
<td>-0.45%</td>
<td>-0.45%</td>
</tr>
<tr>
<td>October</td>
<td>15,197,480.15</td>
<td>15,768,145.07</td>
<td>15,985,102.21</td>
<td>$216,957.14</td>
<td>$787,622.06</td>
<td>4.93%</td>
<td>2.30%</td>
</tr>
<tr>
<td>November</td>
<td>13,568,507.56</td>
<td>14,078,004.61</td>
<td>16,307,521.66</td>
<td>$2,229,517.05</td>
<td>$2,739,014.10</td>
<td>16.80%</td>
<td>7.26%</td>
</tr>
<tr>
<td>December</td>
<td>15,066,205.63</td>
<td>15,631,941.19</td>
<td>16,262,111.76</td>
<td>$2,229,517.05</td>
<td>$2,739,014.10</td>
<td>16.80%</td>
<td>7.26%</td>
</tr>
<tr>
<td>January</td>
<td>14,591,358.40</td>
<td>15,139,263.47</td>
<td>15,985,102.21</td>
<td>$630,170.57</td>
<td>$1,195,906.13</td>
<td>7.35%</td>
<td>7.29%</td>
</tr>
<tr>
<td>February</td>
<td>19,853,642.48</td>
<td>20,599,146.15</td>
<td>20,719,904.55</td>
<td>$120,758.40</td>
<td>$866,262.07</td>
<td>4.18%</td>
<td>7.78%</td>
</tr>
<tr>
<td>March</td>
<td>13,522,623.55</td>
<td>14,030,397.65</td>
<td>15,256,973.25</td>
<td>($27,577.86)</td>
<td>$1,734,349.70</td>
<td>11.37%</td>
<td>8.25%</td>
</tr>
<tr>
<td>April</td>
<td>14,255,652.10</td>
<td>14,790,951.40</td>
<td>14,763,373.54</td>
<td>($27,577.86)</td>
<td>$507,721.44</td>
<td>3.44%</td>
<td>7.1%</td>
</tr>
<tr>
<td>May</td>
<td>16,828,870.81</td>
<td>17,460,794.40</td>
<td>17,784,775.75</td>
<td>$323,981.35</td>
<td>$955,904.94</td>
<td>5.37%</td>
<td>7.43%</td>
</tr>
<tr>
<td>June</td>
<td>15,932,479.31</td>
<td>16,530,743.43</td>
<td>16,641,748.39</td>
<td>$111,004.96</td>
<td>$709,269.08</td>
<td>4.26%</td>
<td>7.11%</td>
</tr>
<tr>
<td>July</td>
<td>16,564,549.66</td>
<td>17,186,548.00</td>
<td>16,841,414.63</td>
<td>($345,133.37)</td>
<td>$276,864.97</td>
<td>1.64%</td>
<td>6.61%</td>
</tr>
<tr>
<td>August</td>
<td>17,493,678.40</td>
<td>18,150,565.49</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1.64%</td>
<td>6.61%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$188,272,763.44</strong></td>
<td><strong>$195,342,400.00</strong></td>
<td><strong>$182,868,074.26</strong></td>
<td><strong>$5,676,239.75</strong></td>
<td><strong>$12,088,989.22</strong></td>
<td><strong>6.61%</strong></td>
<td></td>
</tr>
</tbody>
</table>

- **FY13 Budget**: 195,342,400
- **FY12 Collections**: 188,272,763
- **Change between years**: 7,069,637
- **% Chg**: 3.7549970%