PENCIL

-AGENDA-
Hybrid Board Meeting
August 20, 2025 | 4:00-5:30pm
In-Person at Fall-Hamilton Elementary School
510 Wedgewood Ave. Nashville, TN 37203
or via Zoom

FULL GOVERNING BOARD MEMBERS:

Brittany Adams-Davis, **Kfir Alexandroni (Treasurer)**, Lamar Allen, Anupam Bhakta, Liberty Berman, Brent Binns, Lillian Blackshear, Herbert Brown, Elizabeth Garza Bumpas, Patrick Carnell, Leslie Cowell, Kenneth Crapse, Shohreh Daraei, Cory Dell, Josh DePriest, Josh Derryberry, Kirsten Dodson, John Doerge, Christina Feagins, Jose Ferreira, Todd Figler, Nicole Flynn, Derrick Free, Jessie Garcia Knowles, Sharon Gentry, Kia Goodwin, Jeff Gregg, Taneisha Harvey, **Jacqueline Hayes (Secretary)**, Brandon Hill, **Kaitlyn Jones (Chair)**, Minh Le, Emmanuel LeGrair, Devin Lintzenich, Johari Matthews, Blake McDaniel, James McIntyre, Norman Merrifield, Kelly Mitchell, Hasina Mohyuddin, P. Danielle Nellis, Stephanie Nesbitt, Will Parrott, Katlin Pendleton, Sam Reed, Nicole Robinson-Hamilton, Yanet Rodriguez, Karen Schillinger, **Nicole Sims (Vice Chair)**, Jennifer Wade, Juan Williams, **Robyn Williams (Immediate Past Chair)**

EX OFFICIO BOARD MEMBERS:

Sue Spickard, Adrienne Battle, Mason Bellamy, John O. Akerele, Jennifer Tillotson

Welcome and Introductions	15 minutes	Kaitlyn Jones

- Welcome from Principal and Vice Principal of Fall-Hamilton Elementary School, Dr. Karen Bacigalupo and Chelsea Gonzalez
- Donor Thank You cards & Teacher Thank You cards at your table
- Welcome new board members – brief introductions at your table
    - Prompt at table and in Zoom chat: *How do you explain PENCIL to friends and colleagues? What opportunities do you see for our future?*

Review of Minutes	5 minutes	Jacqueline Hayes

- **Approve minutes from the May board meeting**
- Executive Committee actions since our May meeting

Treasurer's Report	15 minutes	Kfir Alexandroni

- Final FY25 financial statements
- YTD financial statements through July 31, 2025
- **Approve use of FY25 surplus allocation**
    - FYI: Bylaws require Board of Directors approval on any contracts over $50,000

Facility	10 minutes	Kaitlyn Jones & Nicole Sims

We will secure and sustain a long-term facility that meets our operational needs while investing in program delivery systems that increase the number and frequency of classroom resources for Metro educators.

- Contract, Capital Campaign, and timeline updates
- Board next steps
    - Strategy

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Cultural Cohesion — 15 minutes — Leslie Cowell & Emmanuel LeGrair

We will invest in the growth, satisfaction, and leadership of our staff and board by aligning internal culture with values and expanding opportunities for development, recognition, and influence.

- Status on FY25 Board Investments – celebrate 100% participation with an (apple cider) toast (Leslie)
- Reminders for Back-to-School Breakfast on 8/22 (Emmanuel)
  - Special thanks to co-chairs
- Conflict of Interest Policy and Statements (Leslie)
- PENCIL Connect (Leslie)
- Board buddies and staff mentorship (Leslie)

CEO Thoughts — 10 minutes — Christiane Buggs

- Strategic Plan one pager review
- For Your Information...
  - MNPS tutoring contract
  - STEAM kits
  - KinderBox expansion & refills
  - General Updates

Committee Work — 20 minutes — Committee co-chairs

- Review FY26 workplans in committees (in-person)
- (If you're joining remotely, you may exit the meeting and join us in-person next time!)

-Optional Tour of Fall Hamilton Elementary School with Dr. Karen Bacigalupo and Chelsea Gonzalez-

ENGAGEMENT OPPORTUNITIES

August 22nd – 7:00am - Back to School Breakfast at Belmont University Curb Center
October 2nd – 5:30-7:30pm – Major Donor Appreciation Reception at R.C. Mathews Contractor
October 30th – 7:00am – Principal for a Day – First Bell through morning, followed by luncheon
November 19th – Board Meeting – 4:00- 5:30pm at PENCIL and via Zoom
February 18th – Board Meeting – 4:00- 5:30pm at an MNPS school
May 13th – Board Meeting - 4:00- 5:30pm at PENCIL and via Zoom

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-Minutes-
Board Meeting Agenda
May 14th, 2025 – 4:00-5:30pm
Hybrid Meeting In-Person at PENCIL or via Zoom

Board Members: Robyn Williams (Chair), Kaitlyn Jones (Vice Chair), Kason Davis (Secretary), Jose Ferreira (Treasurer), Chuck Abbott, Brittany Adams-Davis, Kfir Alexandroni, Lamar Allen, Libby Berman, Brent Binns, Lillian Blackshear, Herbert Brown, Elizabeth Garza Bumpas, Britney Cline, Melissa Cornejo-Nell, Leslie Cowell, Kenneth Crapse, Josh DePriest, Kirsten Dodson, John Doerge, Christina Feagins, Todd Figler, Nicole Flynn, Jessie Garcia Knowles, Sharon Gentry, Kia Goodwin, Jeff Gregg, Lila Hall, Taneisha Harvey, Jacqueline Hayes, Herman Hicks, Brandon Hill, Colleen Hoy, Meredith Jones Long, Minh Le, Emmanuel LeGrair, Devin Lintzenich, Johari Matthews, Blake McDaniel, James McIntyre, Norman Merrifield, Hasina Mohyuddin, P. Danielle Nellis, Will Parrott, Sam Reed, Kendrick Robinson, Nicole Robinson-Hamilton, Yanet Rodriguez, Nicole Sims, Rachael Terrell, Jennifer Wade, Juan Williams

Ex Officio: Adrienne Battle, Shay Coplin, Chris Henson, Watechia Lawless, Katlin Pendleton, Sue Spickard, Jennifer Tillotson, and John Seyi Akerle

Welcome — **Robyn Williams** — **5 minutes**

- Welcome - Robyn's last board meeting
- FY25 Board Pledges: Friendly reminder to please fulfill by June 15! Please contact Sky if have any questions about board pledges
- Donor thank you postcards

Review of Minutes — **Kason Davis** — **5 minutes**

- **Approve minutes from the February board meeting**
- **Sharon Gentry and Meredith Jones Long seconded to approve Feb. 2025 board minutes**

Treasurer's Report — **Jose Ferreira (Susan Lagos gave report in Jose's stead) 10 minutes**

- YTD financial statements through March 31, 2025
- Executive Committee budget related votes:
  - FY25 withdrawal from investment portfolio a 4% withdrawal as budgeted ($48,876)
  - FY26 proposed budget to the Board for approval
  - $125,000 of FY25 expected surplus to be Board Designated for FY26 operations
- Christiane asks Board – what questions do you have? Question from Sharon Gentry: what's the worst-case scenario with grants. Christiane: We anticipate receiving state dollars because we've met all grant requirements. Gentry: Are we monitoring what could have financial

impact on us should policies change? Christiane: We're hopeful because we'll receive the MNPS dollars and the Metro City Government dollars.

- Pendleton: Revenue: projecting higher – expenses were going up almost equal – trying to understand the personnel costs – tutors are included in this line
- Christiane gives recap about 3rd grade retention law
- **Board Vote on FY26 budget**
  - **Susan gives report on budget – explanations**
  - **Budget passes**

Board Engagement **Jacqueline Hayes & Herbert Brown** **10 minutes**

Building a diverse and engaged community of public education advocates

- Farewell and thank you to Board Members Transitioning Off
- **Vote to approve slate of new candidates**
  - New slate passes/approved
- Board orientation & mixer – June 26th

Development, Marketing, and PR **Kendrick Robinson & Nicole Sims** **10 minutes**

Growing deeper and more philanthropic relationships while using first person storytelling

***A Little Night of Music* results (3 min)**

Overall:

- Jake Owen and Karley Scott Collins very engaged performers
- Positive guest feedback; fun new VIP lounge; student performances a highlight

Fundraising:

- Overall, we grossed $330,000 against a goal of $357,500
- We underspent by about $10K
- Yielding a total net of $282,919 for PENCIL operations! So – 94% of our goal for net

Observations:

- Surprising number of first-time attendees, many new to PENCIL
- Sold fewer tickets and ticket packages; but exceeded sponsorship goal
- Saw same rate of participation in auction and giving moment as last year, but at lower dollar amounts
- Coming off an anniversary year, so did not expect to repeat last year's results (*note to Kendrick/Nicole:* 2024 gross was $96K above goal; so a $100K decrease from last year to this year)
- Big thanks to our event chairs Juan Williams, Courtney Ross, Kabir Sandhu; and auction chairs Ethan Goldish and Rebecca Mejia

Back to School Breakfast, presented by Nissan – Friday, August 22 at Belmont Curb Center (5 min)

Pleased to announce our 2025 Breakfast Chairs: Chuck Abbott (Gray Line TN), Emmanuel LeGrair (R.H. Boyd), and Joya Dinwiddie (Regions, and on our Emerging Leaders Board)

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Mark your calendars and please make every effort to join us; love to see strong Board representation at this event!
How can Board members support?

- Our annual tradition: you can sign up to host a table, personally OR with your company as a sponsor
- Come on up and write your name & how many tables you wish to host (we'll have a whiteboard); those online, drop your name in the chat; PENCIL staff will follow up with each of you
- (As people are signing up):
    - This is a GREAT way to introduce colleagues, friends, associates to PENCIL's work
    - Each table host has a goal to raise $1,000 per table
    - Staff will provide a toolkit and templates to make it easy and uplifting
    - You can do this on a personal fundraising page we set up with you or your guests can contribute onsite
    - The Breakfast will anchor our Back to School Campaign, so we'll share other calls to action beyond the event if you prefer to engage that way
    - Thank you!

FY26 Board Pledge (2 min)
We sincerely value your personal support as Board leaders
Keeping our suggested investment level the same as this year - $1,200; give at a level meaningful to you; we never want giving to be a barrier to board service
On a roll – we have achieved 100% participation for at least the last 8 years, woo!
Please complete pledge forms by July 31 – QR code on the screen if you want to fill this out today; also a print copy in your board package (pp11-12)
Encourage you to talk to Christiane or our incoming Chair Kaitlyn Jones if you have any questions or concerns

Strategic Growth | **Kenny Crapse, P. Danielle Nellis, & Jennifer Wade** | **35 minutes**

Investing in growth areas that demonstrate a clear, positive impact on student success

- #PENCIL2030 strategic plan presentation
- PENCIL staff presentation

Facilities | **Kfir Alexandroni & Kirsten Dodson** | **5 minutes**

Creating a workplan to assure facilities meet PENCIL Box expansion needs

- Lipscomb design students presented to PENCIL staff recommendations for LEED certification
- Board and staff members did a walk-through of the facility and agreed on the new location in the building
- Contracted with Pizzuti Solutions to act as a project manager for Phase 1

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MNPS Engagement and Support **Leslie Cowell & Devin Lintzenich** **5 minutes**

Bob Kucher directed folks to the bullet points and volunteer opportunities.

Using technology to link school needs with community volunteers

- ***Please note that numbers are still coming in for the end of the fiscal year!
- **PENCIL Box**: Distributions are close to $2M for FY25. Even though individual shopping trips are up versus FY24, teachers seem to be taking a little bit less product.
- **STEAM Lending Library**: In the current academic year, there were 13,782 students served with over 100 kits checked out for the elementary school tier.
- **Partnership**: Overall volunteerism is trending higher in FY25 than FY24, even though the dataset is still awaiting a lot of information from the Academies of Nashville and other community partners as we finish out this FY.
- There are several volunteer opportunities to participate in during the end of the school year! If you want to engage, please see below for some fun springtime opportunities:
  - Male Spanish Speaking Volunteers Needed for Literacy and Mentorship Support at Wright Middle School on May 15th
  - Field Day at DuPont Tyler Middle School on May 16th
  - Celebration Day at Isaac Litton Middle School (Multiple Shifts Available)
- We are pleased to share that PENCIL partner Marc Pearson with Stantec was awarded the highest community investment growth award during the Academies of Nashville Awards!
  - PENCIL partners Roger Torbert (Nashville Zoo) and Artetta West (NES) were finalists in the Student Choice Business Partner of the Year!
- PENCIL is excited to support Deloitte with AoN's Student of the Year awards.

CEO Thoughts **Christiane Buggs** **5 minutes**

- Data dashboard review
  - Christiane says it will be sent to board via email.
  - TDOE grant ending
  - $950,000 (fundraising and MNPS) for PENCIL to oversee tutoring
- Connected Literacy update

Consent Agenda Items

ENGAGEMENT OPPORTUNITIES

Robyn offered final words:

Thursday, June 26th – Board Orientation & Mixer

August 22 – Back to School Breakfast

Pledge Forms – Fill it out!

7

PENCIL
Balance Sheet - Board
As of 6/30/2025
(In Whole Numbers)

	Unrestricted	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Assets					
Current Assets					
Cash & Cash Equivalents	273,557	8,773	3,699,855	198	3,982,383
Accounts & Pledges Receivable	265,642	0	2,732,281	0	2,997,924
Inventories	490,958	0	0	0	490,958
Investments	0	1,118,124	0	561,402	1,679,525
Prepaid Expenses	106,383	0	0	0	106,383
Other Current Assets	0	0	0	0	0
Total Current Assets	1,136,541	1,126,897	6,432,137	561,600	9,257,173
Long-term Assets					
Property & Equipment	145,765	0	0	0	145,765
Endowment at CFMT	0	59,253	0	0	59,253
Total Long-term Assets	145,765	59,253	0	0	205,018
Total Assets	1,282,306	1,186,149	6,432,137	561,600	9,462,191
Liabilities					
Short-term Liabilities					
Accounts Payable	24,216	0	4,656,955	0	4,681,170
Deferred Revenue	0	0	0	0	0
Payroll Liabilities	46,007	0	17,262	0	63,269
Other Short-term Liabilities	0	0	0	0	0
Total Short-term Liabilities	70,223	0	4,674,217	0	4,744,439
Long-term Liabilities					
Notes Payable	0	0	0	0	0
Total Long-term Liabilities	0	0	0	0	0
Total Liabilities	70,223	0	4,674,217	0	4,744,439
Net Assets					
Beginning Net Assets	812,656	1,006,705	642,644	546,672	3,008,678
Current YTD Net Income	399,427	179,444	1,115,276	14,927	1,709,074
Total Net Assets	1,212,083	1,186,149	1,757,920	561,600	4,717,752
Total Liabilities and Net Assets	1,282,306	1,186,149	6,432,137	561,600	9,462,191

8

PENCIL
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(In Whole Numbers)

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PENCIL

Statement of Revenues and Expenditures - Unposted Transactions Included In Report

10 - Unrestricted

From 6/1/2025 Through 6/30/2025

(In Whole Numbers)

	Current Period Actual	Current Period Budget - Original	Current Period Budget Variance - Original	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Total Budget - Original	Total Budget Forecast
Revenues								
Government Grants	74,633	96,011	(21,378)	692,086	632,420	59,666	632,420	712,420
United Way	5,083	5,083	0	61,000	61,000	0	61,000	61,000
Individual Giving	12,292	3,838	8,454	392,470	287,393	105,077	287,393	346,393
Board Giving	3,847	1,556	2,291	54,623	70,105	(15,483)	70,105	62,105
Foundation & Corporate Gifts	15,926	32,833	(16,907)	915,008	900,475	14,533	900,475	835,243
Project Revenue (T4T, etc.)	0	0	0	131,807	115,000	16,807	115,000	115,000
Special Events	4,138	0	4,138	460,417	479,600	(19,183)	479,600	491,100
Interest & Investment Income	50,222	48,876	1,346	61,875	48,876	12,999	48,876	53,876
Earned Revenue	88	2,500	(2,412)	21,073	44,750	(23,677)	44,750	26,500
Miscellaneous Revenues	(27)	0	(27)	4,707	0	4,707	0	0
Total Revenues	166,202	190,698	(24,496)	2,795,065	2,639,619	155,446	2,639,619	2,703,637
Expenses								
Personnel	161,572	163,864	2,292	1,668,677	1,713,426	44,750	1,713,426	1,787,126
Equipment	3,329	2,858	(471)	63,389	64,945	1,556	64,945	60,995
Travel	744	435	(309)	6,914	5,500	(1,414)	5,500	5,500
Professional Services	19,044	15,940	(3,104)	282,084	281,615	(469)	281,615	282,215
Program Expenses	8,582	7,650	(932)	147,131	163,250	16,119	163,250	150,250
Supplies	988	315	(673)	3,932	3,780	(152)	3,780	3,780
Facility Expenses	4,791	4,213	(578)	44,886	47,976	3,090	47,976	47,976
Communications	1,892	1,390	(502)	25,540	30,674	5,134	30,674	30,674
Commercial Insurance	1,582	0	(1,582)	18,820	18,750	(70)	18,750	18,750
Staff Dev. & Community Events	401	543	143	29,506	35,478	5,972	35,478	35,478
Donor Cultivation	8	1,200	1,192	1,451	3,550	2,099	3,550	3,550
Event Expenses	274	400	126	81,840	96,638	14,798	96,638	96,638
Fees & Bank Charges	801	850	49	21,361	30,235	8,874	30,235	30,235
Miscellaneous Expenses	0	0	0	106	0	(106)	0	0
Total Expenses	204,007	199,658	(4,349)	2,395,638	2,495,817	100,179	2,495,817	2,553,167
Revenues Over/(Under) Expenses	(37,805)	(8,961)	(28,844)	399,427	143,802	255,624	143,802	150,470

9

10

PENCIL
Balance Sheet - Board
As of 7/31/2025
(In Whole Numbers)

	Unrestricted	Board Designated	Temporarily Restricted	Permanently Restricted	Total
Assets					
Current Assets					
Cash & Cash Equivalents	716,506	13,251	3,452,390	198	4,182,345
Accounts & Pledges Receivable	42,130	0	2,635,929	0	2,678,059
Inventories	847,535	0	0	0	847,535
Investments	0	1,134,069	0	561,402	1,695,470
Prepaid Expenses	42,291	0	(39)	0	42,252
Other Current Assets	0	0	0	0	0
Total Current Assets	1,648,461	1,147,320	6,088,280	561,600	9,445,661
Long-term Assets					
Property & Equipment	97,671	0	0	0	97,671
Endowment at CFMT	0	65,658	0	0	65,658
Total Long-term Assets	97,671	65,658	0	0	163,329
Total Assets	1,746,132	1,212,978	6,088,280	561,600	9,608,989
Liabilities					
Short-term Liabilities					
Accounts Payable	24,956	0	4,643,910	0	4,668,866
Deferred Revenue	0	0	0	0	0
Payroll Liabilities	15,161	0	18,496	0	33,657
Other Short-term Liabilities	0	0	0	0	0
Total Short-term Liabilities	40,117	0	4,662,406	0	4,702,523
Long-term Liabilities					
Notes Payable	0	0	0	0	0
Total Long-term Liabilities	0	0	0	0	0
Total Liabilities	40,117	0	4,662,406	0	4,702,523
Net Assets					
Beginning Net Assets	1,522,575	1,192,554	1,783,126	561,600	5,059,855
Current YTD Net Income	183,439	20,423	(357,252)	0	(153,389)
Total Net Assets	1,706,014	1,212,978	1,425,875	561,600	4,906,466
Total Liabilities and Net Assets	1,746,132	1,212,978	6,088,280	561,600	9,608,989

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Statement of Revenues and Expenditures - Unposted Transactions Included In Report

10 - Unrestricted

From 7/1/2025 Through 7/31/2025

(In Whole Numbers)

11

	Current Period Actual
Revenues	
United Way	5,083
Individual Giving	7,604
Board Giving	29,135
Foundation & Corporate Gifts	188,263
Project Revenue (T4T, etc.)	106,000
Special Events	22,241
Interest & Investment Income	1,295
Earned Revenue	1,250
Miscellaneous Revenues	150
Total Revenues	361,021
Expenses	
Personnel	92,114
Equipment	13,603
Travel	223
Professional Services	17,484
Program Expenses	42,915
Supplies	216
Facility Expenses	1,147
Communications	2,875
Commercial Insurance	403
Staff Dev. & Community Events	1,839
Donor Cultivation	124
Event Expenses	3,747
Fees & Bank Charges	873
Miscellaneous Expenses	19
Total Expenses	177,582
Revenues Over/(Under) Expenses	183,439

CONTRACT BETWEEN THE
METROPOLITAN NASHVILLE PUBLIC SCHOOLS AND
PENCIL FOUNDATION
FOR THE PURCHASE OF GOODS AND/OR SERVICES

1.1. Heading

This contract (Contract) is entered into by and between The Metropolitan Nashville Public Schools (MNPS) and PENCIL Foundation (Contractor), 7199 Cockrill Bend Blvd., Nashville, TN 37209. This Contract consists of the following documents:

- Any properly executed amendment to this Contract, (most recent with first priority),
- This document, including Exhibits,
  .1. Exhibit A: Duties and Responsibilities
- Purchase Orders (and PO changes),

In the event of conflicting provisions, all documents shall be prioritized in the order listed above.

1.2. Duties and Responsibilities of Goods and/or Services Contractor

Contractor agrees to provide and MNPS agrees to purchase the following goods and/or services:

PENCIL Foundation will provide high-impact tutoring services to approximately 1,000 elementary students for the 2025-2026 school year.

Goods and/or services defined in this Contract will be requested by Purchase Order and supplied on an as needed basis only.

Nothing in this Contract shall be construed as a minimum guarantee of goods and/or services to be ordered from Contractor.

1.3. Contractor Qualifications

Contractor represents that it has in effect all licenses, permissions, certifications, and otherwise all legal qualifications to perform under this Contract.

1.4. Delivery and Installation

All deliveries shall be made pursuant to a written Purchase Order issued by Metropolitan Nashville Public Schools

MNPS assumes no liability for any goods or services delivered without a Purchase Order.

All deliveries provided in the performance of this Contract are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, to the site and during the times defined by MNPS.

If installation is required, it shall be completed by the date specified on the Purchase Order unless otherwise stated in the Contract.

2. CONTRACT TERM

2.1. Term

The Contract Term will begin on September 10, 2025 and end on September 9, 2026.

This Contract may be extended by written Amendment executed by all parties and their signatories hereto.

However, in no event shall the term of this Contract exceed sixty (60) months without approval of Procurement, Administration, Legal, and the Metropolitan Nashville Public Schools Board.

3. COMPENSATION

3.1. Payment Methodology and Total Compensation Amount

MNPS will compensate Contractor in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, Contractor shall be paid for delivered/performed products and/or services properly authorized by MNPS in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by MNPS.

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

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

3.2. Escalation/De-escalation

If this contract allows for annual escalation or de-escalation adjustments, such adjustments must comply with the terms outlined in Exhibit A. Requests for annual price adjustments must be submitted to the Director of Procurement at least ninety (90) days prior to the contract's annual renewal date. If approved, the adjustment will take effect on the anniversary of the Contract Term.

3.3. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

3.4. Invoicing

3.4.1. The Contractor shall submit all invoices no later than ninety (90) days after the delivery or performance of goods and/or services.

3.4.2. Invoices may be submitted via email to: AccountsPayable@mnps.org.

3.4.3. MNPS will issue payment within fifteen (15) days after receipt of both (a) the goods and/or services and (b) a properly submitted invoice. A properly submitted invoice must include, at a minimum, the following information:

3.4.3.1. The MNPS purchase order number,

3.4.3.2. Only one (1) MNPS purchase order number per invoice,

3.4.3.3. Pricing and quantities that do not exceed the amounts listed on the MNPS purchase order,

3.4.3.4. Invoice number and date,

3.4.3.5. Item description, quantity received, unit price, extended price (matching the purchase order), and

3.4.3.6. Remittance address.

3.4.4. Invoices that are incomplete, incorrect, or do not meet the above requirements will be rejected. A corrected invoice must be submitted in order for payment to be processed.

3.4.5. MNPS will make reasonable efforts to process payments within thirty (30) days of receiving a correct invoice, but in any event, payment shall be made no later than sixty (60) days after receipt.

3.4.6. Payment of an invoice by MNPS does not waive its right to revoke acceptance of non-conforming goods or services, particularly in cases where non-conformance was not immediately apparent. MNPS may revoke acceptance within a reasonable time after discovering the non-conformity and before any substantial change in the condition of the goods or services caused by MNPS.

3.5. Travel Expenses

If applicable, Contractor shall adhere to MNPS travel procedure 2.804.1p for travel related expenses incurred during the performance of the contracted services. Contractor shall be reimbursed for actual out-of-pocket travel expenses that are authorized within the limits of the MNPS travel procedure 2.804.1p.

3.6. Subcontractor/Subconsultant Payments

When payment is received from MNPS, Contractor shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts due for work covered by such payment. In the event MNPS becomes informed that Contractor has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, MNPS shall have the right, but not the duty, to issue future checks and payments to Contractor of amounts otherwise due hereunder naming Contractor and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by MNPS, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit MNPS to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

4. INSURANCE REQUIREMENTS

4.1. General Insurance Requirements

During the term of this Contract, for any and all awards, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below.

Proof of insurance shall be required naming the METROPOLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 as additional insured on the general liability policy and identifying either the project name, Purchase Order, or Contract number on the ACORD document.

A certificate of insurance, in a form satisfactory to MNPS, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

Contractor shall also assure that any subcontractors of Contractor who perform work under this Contract maintain the insurance coverages and limits as are required of Contractor.

MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A.; 29-20-101, et seq., and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.

4.2. Commercial Liability Insurance
Commercial General Liability Insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to MNPS. There shall be no endorsement or modification to make insurance excess over other available insurance.

4.3. General Liability Insurance
General Liability Insurance in the amount of one million ($1,000,000.00) dollars.

4.4. Automobile Liability Insurance
Automobile Liability Insurance in the amount of one million ($1,000,000.00) dollars (if Contractor will be coming on-site or making deliveries)

4.5. Sexual Abuse and Molestation Insurance
Sexual Abuse and Molestation Insurance in the amount of one million ($1,000,000) dollars.

4.6. Cyber/Privacy Insurance

4.6.1. In the amount of one million ($1,000,000) dollars if providing coverage for LESS than twenty-five (25) MNPS schools.

4.6.2. In the amount of two million ($2,000,000) dollars if providing coverage for Twenty-five (25) or MORE MNPS schools.

4.7. Worker's Compensation Insurance
If applicable, Contractor shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

5. NOTICES
The terms of this Contract shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees.

Except for the Contractor's right to receive payment under this Contract, neither the Contract nor any of the Contractor's rights or obligations may be assigned or transferred, in whole or in part, without prior written consent from MNPS. Any assignment or transfer shall not relieve the Contractor of its obligations under this Contract.

Notice of any assignment of payment rights must be submitted to **Procurement@mnps.org** (preferred) or mailed to:

MNPS Procurement Department
2601 Bransford Avenue
Nashville, TN 37204

Requests for funds assignment must include full contact details (contact name, organization, address, phone number, and email) for follow-up communication. MNPS reserves the right, to the extent permitted by law, to approve or deny any such request at its sole discretion.

5.1. All other notices to MNPS shall be mailed or hand delivered to:

Department:	Procurement
Attention:	Director of Procurement
Address:	2601 Bransford Avenue, Nashville, TN 37204
Phone:	(615) 259-8400
E-mail:	procurement@mnps.org

5.2. Notices to Contractor shall be sent to:

Contractor:	Pencil Foundation
Attention:	Chief Administrative Officer
Address:	7199 Cockrill Bend Blvd., Nashville, TN 37209
Phone:	615-242-3167
E-mail:	

5.3. Agent of the Contractor

Contractor hereby designates the following individual or entity as its authorized agent for service of process and agrees to waive any objection to such service if process is delivered to this designated agent:

Designated Agent:

Attention:

Address:

Phone:

Email:

6. TERMINATION

6.1. Termination for Breach

Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the other party shall have the right to immediately terminate the Contract if the breaching party has not cured the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach. It shall also be considered a breach of this Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days.

6.2. Termination for Convenience

MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and goods or services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any goods or service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS's exercise of its right to terminate for convenience.

6.3. Termination for Funding

In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources to allow for payment of the Work, MNPS may exercise one of the following alternatives:

6.3.1. Terminate this Contract effective upon a date specified in a Termination Notice; or

6.3.2. Continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding.

Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract.

7. STANDARD TERMS AND CONDITIONS

7.1. Piggyback Clause

MNPS reserves the right to extend the terms, conditions, and prices of this contract to other educational and governmental organizations subject to the policies of their governing bodies (such as State, Local and/or Public Agencies). Each of the piggyback institutions will issue their own purchasing documents for the goods/ services. Contractor agrees that MNPS shall bear no responsibility or liability for any agreements between Contractor and the other Institution(s) who desire to exercise this option.

7.2. Taxes

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

7.3. Warranty

Contractor warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, MNPS may, at its option, request that Contractor repair or replace any defective goods, by written notice to Contractor. In that event, Contractor shall repair or replace the defective goods, as required by MNPS, at Contractor's expense, within thirty (30) days of written notice. Alternatively, MNPS may return the defective goods, at Contractor's expense, for a full refund.

Exercise of either option shall not relieve Contractor of any liability to MNPS for damages sustained by virtue of Contractor's breach of warranty.

7.4. License

Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant MNPS a license to use any software provided for the purposes for which the software was obtained, or proprietary material set forth in MNPS's solicitation documents and/or Contractor's response to the solicitation.

7.5. Terms of Service

In the event of any conflict between the terms of this Contract and the Contractor's standard Terms of Service ("TOS"), any terms posted on Contractor's website or application, or any terms for which a user is required to click "accept" on-line in order to log into Contractor's application, the terms of this Contract shall govern.

7.6. TN Open Records Act

MNPS is a public agency of the State of Tennessee and is subject to the Tennessee Open Records Act, Tenn. Code Ann. §10-7-501, et seq. and as such is subject to public inspection for applicable records.

7.7. Maintenance of Records

Contractor shall maintain documentation for all charges to MNPS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

7.8. MNPS Right to Inspect

MNPS shall have the right to inspect any facility or project site, upon reasonable notice to Contractor, where the products/services provided under this Contract are to be produced/performed.

7.9. MNPS Property

Any MNPS property, including but not limited to books, records and equipment, that is in Contractor's possession, shall be maintained by Contractor in good condition and repair, and shall be returned to MNPS by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be MNPS property.

7.10. Partnership/Joint Venture

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

7.11. Criminal Background Checks

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

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

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

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

7.12. Indemnification and Hold Harmless

Contractor shall indemnify, hold harmless, and have a duty to defend MNPS, its officers, agents and employees from:

7.12.1. 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 Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract.

7.12.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including it sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

7.12.3. MNPS will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

7.12.4. Contractor recognizes that MNPS has obligations pursuant to T.C.A. 49-6-817. Contractor shall notify all employees in MNPS facilities of the Tennessee Code requirements. Should the Contractor or Contractors agents cause MNPS to fail to meet the requirements of T.C.A. 49-6-817 through negligent or reckless acts, the Contractor shall indemnify MNPS for any loss pursuant to those actions including any fines issued or loss of funding.

7.13. Attorney Fees

Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Contract, and, in the event MNPS prevails, Contractor shall pay all expenses of such action including MNPS's attorney fees and costs at all stages of the litigation.

7.14. School District Statutory Immunity

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

7.15. Copyright, Trademark, Service Mark, or Patent Infringement

Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MNPS to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent.

Contractor shall further indemnify and hold harmless MNPS against any award of damages and costs made against MNPS by a final judgment of a court of last resort in any such suit. MNPS shall provide Contractor immediate notice in writing of the existence of such claim, and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. MNPS reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MNPS unless approved by the Metropolitan Department of Law Settlement Committee and, where required, the School Board.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may, at its option and expense:

7.15.1. Procure for MNPS the right to continue using the products or services, or

7.15.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MNPS, so that they become non-infringing, or

7.15.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto, provided, however, that Contractor will not exercise option 3. until Contractor and MNPS have determined that options 1. and 2. are impractical.

Contractor shall have no liability to MNPS, however, if any such infringement or claim thereof is based upon or arises out of:

7.15.4. The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, or

7.15.5. The use of the products or services in a manner for which the products or services were neither designated nor contemplated, or

7.15.6. The claimed infringement in which MNPS has any direct or indirect interest by license or otherwise, separate from that granted herein.

7.16. Confidentiality, Student Records

Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § s1232g and the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S.C. § 6501-6506, any and all records and information, in whatever form or format received, pertaining to MNPS's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplemental educational services, social security or public benefits, or information as to race, ethnicity, or disability.

With regard to any reports, studies, or other works developed in the course of this Contract, or as a result thereof, Contractor shall not publish Confidential Information or any other information which identifies students, employees, or officers of MNPS by full name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Contractor shall provide to MNPS for its review any proposed publication, brochure, or advertisement in which MNPS is named not less than thirty (30) calendar days prior to submission for publication and Contractor shall remove MNPS's name or information identifying MNPS from the publication if MNPS requests removal. Contractor shall not issue, publish, or divulge any materials developed or used in the performance of this Contract or make any statement to the media relating to this Contract without the prior consent of MNPS.

7.17. Waiver

No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

7.18. Contingent Fees

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

7.19. Gratuities and Kickbacks

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

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

7.20. Non-Discrimination

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

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

Accordingly, all Proposers entering into contracts with MNPS shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

7.21. Americans with Disabilities Act

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

7.22. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

7.23. Boycott of Israel Act

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

7.24. Debarment and Suspension

Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

7.24.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

7.24.2. Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

7.24.3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in the prior section of this certification; and

7.24.4. Has not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

7.24.5. Contractor shall provide immediate written notice to MNPS if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

7.25. Force Majeure

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

7.26. Compliance with Laws

Contractor agrees to comply with any applicable federal, state and local laws and regulations.

7.27. Governing Law/Venue

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the Parties arising from this Contract shall be filed, maintained, and resolved in the Circuit or Chancery Courts of Davidson County, Tennessee. Contractor explicitly waives its right to remove any actions filed in the courts of Davidson County, Tennessee, to federal court.

7.28. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

7.29. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

7.30. Severability

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

7.31. Effective Date

This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Nashville Public Schools and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

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FY26 Workplan
Capital Campaign Committee

Committee Members: Lillian Blackshear, Chair; Norman Merrifield, Chair; Brandon Hill, Todd Figler, Sam Reed, Max Goodall, Committee Member

PENCIL Staff Liaisons: Christiane Buggs (CEO), Holly Hoffman (Grants and Content Manager) and Halmat Qazi (Partnership Manager)

Strategic Target: *We will plan and execute a multi-year fundraising campaign to secure capital investment in a long-term PENCIL facility, including an expanded warehouse and infrastructure upgrades.*

FY26 Goals:

1) Conduct an abbreviated feasibility study to assess interest, capacity, and readiness of the community to support a campaign
2) Retain a fundraising consultant to increase capacity of development team and guide CEO and board leadership on budget, donor prospects, campaign collateral, and donor visits
3) Ensure 100% board giving to campaign and help each member be a confident and informed advocate for the project

Proposed Monthly Agenda:

1. NO September meeting
2. December ~
    a. Introduction to capital campaign timeline
    b. Review potential donor list
    c. Review advisory goals
    d. Launch of quiet phase
3. March ~
    a. Review facility updates
    b. Discuss advisory updates
    c. Plan for FY27 full campaign launch
4. June ~
    a. FY27 finance review
        i. Assign goals for FY27
        ii. Assign new co-chairs

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Schedule of FY26 Meetings

- December 10 at Noon at Jigsaw in Germantown
- March 11 at Noon at Jigsaw in Germantown
- June 10 at Noon at Jigsaw in Germantown

At each meeting, we will:

1. Discuss progress on our tasks
2. Track and report on goal attainment
3. Discuss our next meeting to ensure no changes are necessary

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FY26 Workplan
Cultural Cohesion Committee

Committee Members: Anupam Bhakta, Hasina Mohyuddin, Jennifer Wade, Johari Matthews, John Doerge, Juan Williams, Leslie Cowell (Chair), Sharon Gentry, Shohreh Daraei

PENCIL Staff Liaisons: Bob Kucher (Chief of Partnerships), Alayna Cate (Director of Partnerships) and Sal Hernandez (Partnership Manager)

Strategic Target: *We will invest in the growth and leadership of our staff, board, and service-learning groups by aligning internal culture with PENCIL's values and expanding opportunities for development, recognition, and influence.*

FY26 Goals:

1) Support a diverse cohort of professionals through PENCIL's Emerging Leaders Board focusing on volunteerism and fundraising
2) Collaborate with board- and service-training interns to bring their impact and/or projects into alignment with PENCIL's values and goals
3) Recruit and equip board members to host lunch-and-learns to expose their professional/personal networks to PENCIL's mission
4) Design and pilot opportunities for board members to mentor PENCIL staff in their professional development

Proposed Monthly Agenda:

1. **September ~ an introduction to this committee, board mentors, ELB**
    a. Introduction to committee
        i. Introduction of each committee member
        ii. Review committee goals
        iii. Brief overview org chart and staff roles
    b. Discuss board members as staff mentors
        i. Determine how we can pilot a board-staff mentorship opportunity
        ii. Brainstorm any skills board members can offer mentorship in
    c. PENCIL Emerging Leaders Board
        i. Discuss potential for ELB members to join committees
            a) Review list of preferred committees for the 34 members who signed up
        ii. Determine guidelines for this integration

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d. Set all future meeting dates/locations

2. **December ~ lunch and learns**
   a. Review PENCIL's intention for this and past experiences
      i. View examples from previous PENCIL lunch and learns
      ii. Discuss the goals/outcomes of these
   b. Create a plan to recruit board members to host lunch and learns at their organization/company
      i. What needs to be created or offered to make board members successful?
      ii. Can this be truly board-led or do staff need to support?
      iii. Establish success metrics (i.e. how often should these happen, what are the outcomes we can track?)
   c. Develop follow-up items or actions needed in order to start these by the 3rd quarter of FY26
      i. Who is going to create materials?
      ii. ...ask board members to participate?
      iii. ...track metrics of success?
   d. REVIEW: Staff mentorship check-in

3. **March ~ establish calendar and strategy for supporting service-training members/interns**
   a. Categorize and define each service-training, internship, or young leaders group supporting PENCIL
      i. MNPS Career-Based Learning students
      ii. PENCIL Emerging Leaders Board (ELB)
      iii. Young Leaders Council (YLC) interns
      iv. VU Owen Graduate Fellows
      v. VU Ingram Scholars
      vi. VU Students Consulting for Nonprofit Organizations (SCNO)
      vii. Belmont Interns
      viii. Other?
   b. Determine how PENCIL should/does thoughtfully support each group
   c. REVIEW: Lunch and learn check-in
   d. REVIEW: Staff mentorship check-in

4. **June ~ Plan for FY27**
   a. Reflect on FY26 – open conversation around this committee's work
      i. What went well? Could be improved?

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ii. Any items feel incomplete or need to continue into new FY?

b. Determine new goals and leadership for FY27
   i. Draft committee goals based on above conversation
   ii. Approach/assign new co-chairs or make a plan to do so
c. REVIEW: Lunch and learn check-in
d. REVIEW: Staff mentorship check-in
e. REVIEW: Service-groups check-in

Schedule of FY26 Meetings

- September 24 at 1 pm at Lipscomb
- December TBD
- March TBD
- June TBD

At each meeting, we will:

1. Discuss progress on our tasks
2. Track and report on goal attainment
3. Discuss our next meeting to ensure no changes are necessary

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FY26 Workplan
Finance Committee

Committee Members: Kenny Crapse, Chair, Will Parrott, Katlin Pendleton, Josh DePriest, Cory Dell, Kfir Alexandroni, Kelly Mitchell, Mon-Kisha Porter, Committe Member

PENCIL Staff Liaisons: Susan Lagos (Director of Finance), Suzy Welch (Accounting & Operations Manager) and Robert Moxley (Community Engagement Manager)

Strategic Target: *We will maintain robust practices in financial oversight and compliance that underpin our ability to grow purposefully and sustainability in our staffing, fundraising, and fiscal sponsorship models.*

FY26 Goals:

1) Establish monthly, quarterly, and annual cadences to monitor our financial health and budget, and support PENCIL's annual audit process
2) Guide staff on identifying and implementing a new accounting software better aligned with PENCIL's future needs
3) Advise on adoption of a new payroll software that integrates with new accounting software
4) Clarify the value, criteria, and process for fiscal sponsorships that support MNPS strategic initiatives

Proposed Monthly Agenda:

1. September ~ an introduction to the committee and FY26 budget review
    a. Introduction to committees
        i. Introduction of committee members
        ii. Discuss software migration to SAGE & accounting supports throughout transition
2. December ~ software migration complete
    a. Introduction to Innovation Fund pros and cons
    b. Finalize migration of software
3. March ~ fiscal sponsorship best practices review
4. June ~ Plan for FY27 budget
    a. FY27 finance review
        i. Assign goals for FY27 to committee
        ii. Assign new co-chairs

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Public Education Needs Community Involvement and Leadership

Schedule of FY26 Meetings

- September 20 at 4
- December 15 at 4
- March 23 at 4
- June 22 at 4

At each meeting, we will:

1. Discuss progress on our tasks
2. Track and report on goal attainment
3. Discuss our next meeting to ensure no changes are necessary

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FY26 Workplan
Marketing & PR Committee

Committee Members: Minh Le, Chair; Christina Feagins, Chair, Karen Schillinger, Patrick Carnell, Manny LeGrair, Blake McDaniel, Yanet Rodriguez, Jessie Garcia Knowles, Nicole Flynn, Lamar Allen, Joshua Derryberry

PENCIL Staff Liaisons: Christiane Buggs (CEO), Joseph Neill (Director of Events & Marketing) and Taylor Woodard (Partnership Manager)

Strategic Target: *We will specify and amplify PENCIL's unique value to our business partners and public schools through an increased focus on brand awareness that drives increased engagement, investment, and recognition across the community.*

FY26 Goals:
1) Reimagine PENCIL's elevator pitch describing our impact and offerings and use it to empower board peers to amplify PENCIL's brand
2) Design marketing campaign that elevates low-barrier community activation possibilities
3) Elevate PENCIL staff members as thought leaders for community resourcing of schools
4) Use special events as storytelling opportunities to meaningfully convey our impact on young people and educators

Proposed Monthly Agenda:
1. September ~ an introduction to the committee and board marketing goals
    a. Introduction to committees
        i. Introduction of Committee members
        ii. Review elevator pitches
        iii. Brainstorm ways to activate PENCIL board members as ambassadors
2. December ~ review marketing for events
    a. Review activation goals for board members
    b. Discuss event goals and the role(s) board members can play
3. March ~ ALNM prep
    a. Discuss needs for ALNM
        i. Review support needs
    b. Review marketing for board members to share
        i. Email template
        ii. Sentence stem development
4. June ~ Plan for FY27

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a. FY27 marketing & public relations committee prep
   i. Assign goals for FY27 to continue elevating our brand
   ii. Assign new co-chairs

Schedule of FY26 Full Board Meeting:

- August 22, 2025
- November
- February
- May

Schedule of FY26 Marketing Committee Meetings:

- September 9, 2025 at 6pm
- December 9, 2025 at 6pm
- March 17, 2026 at 6pm
- *June 9, 2025 at 6pm (week of staff retreat & board orientation)

Schedule of FY26 Executive Committee Meetings:

- October
- January
- March
- June
- July

At each meeting, we will:

1. Discuss progress on our tasks
2. Track and report on goal attainment
3. Discuss our next meeting to ensure no changes are necessary

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Public Education Needs Community Involvement and Leadership

FY26 Workplan
DG PENCIL Box & Facility Committee

Committee Members: Kirsten Dodson, Chair; Herbert Brown, Chair; Kfir Alexandroni, Derrick Free, Brent Binns, Taneisha Harvey, Liberty Berman, Brittany Adams-Davis, Robyn Williams, Stephanie Nesbitt, Jeff Parker, Committee Member

PENCIL Staff Liaisons: Christiane Buggs (CEO), Joel Wright (Director of PENCIL Box Programs), Skylar Coakley (Individual Giving Manager)

Strategic Target: *We will secure and sustain a long-term facility that meets our operational needs while investing in program delivery systems that increase the number and frequency of classroom resources for Metro educators.*

FY26 Goals:

1) Finalize a long-term, low-cost leasing agreement with the City of Nashville for an MNPS-owned building
2) Develop and manage a budget for renovations, including construction of an expanded warehouse, and timeline targeting a summer 2027 move-in
3) Support new Pack4Success manager to grow DG PENCIL Box earned revenue stream
4) Design a sponsorship model for pop-up shops to ensure their sustainability

Proposed Monthly Agenda:

1. September ~ an introduction to the committee and proposed new facility
    a. Introduction to committees
        i. Introduction of Committee members
        ii. Walk through Robert Lillard building
        iii. Review signed contract
        iv. Ask committee members to attend council and/or school board meetings in support of the contract being adopted
    b. December ~ renovations
        i. Review budget for renovations and recommend for approval by Executive Committee
2. March ~ Pack 4 Success as a revenue generator and pop-up shops as a marketing tool
    a. Discuss Pack 4 Success progress
        i. Review Pack 4 Success initiative and goals
        ii. Review pop-up shop goals and set goals for teacher service and marketing of shops.
    b. Review renovation changes
3. June ~ Plan for FY27
    a. FY27 facility committee prep

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i. Review goals for FY27 move in
ii. Assign new co-chairs

Schedule of FY26 Meetings

September 11 at 3pm
December 11 at 3pm
March 5 at 3pm
June 11 at 3pm

At each meeting, we will:

1. Discuss progress on our tasks
2. Track and report on goal attainment
3. Discuss our next meeting to ensure no changes are necessary

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Public Education Needs Community Involvement and Leadership

FY26 Workplan
Strategy & Sustainability Committee

Committee Members: P. Danielle Nellis (co-chair), Elizabeth Garza Bumpas (co-chair), Kia Goodwin, James McIntyre, Devin Lintzenich, Jose Ferreira, Jeff Gregg, Nicole Robinson-Hamilton, Brandon Hill

PENCIL Staff Liaisons: Kelly Rolf, Meena Swaminathan, and Juan Williams

Strategic Target: *We will assure PENCIL's long-term impact and stability through proactive relationship building with local, state, and federal decision-makers, and other Nashville nonprofit organizations; we will strengthen data systems, and use a comprehensive dashboard to track and communicate progress to all stakeholders*

FY26 Goals:
1) Articulate realistic benchmarks for each year of the PENCIL 2030 plan
2) Review and update a dashboard that monitors organizational health, sourcing data from programs, finance, fundraising, and marketing
3) Consider what developing a broad understanding of and response plan should MNPS be significantly impacted by federal budget or policy shifts might look like
4) Convene peer nonprofit board leaders at least once/annually to build stronger relationships between our organizations
5) Engage Nashville stakeholders ahead of our relocation to new facility

Proposed Monthly Agenda:
1. September ~ Introductions and review of strategic plan in its entirety
    a. Introduction to committee
        i. Introduction of Committee members
        ii. Review metrics document and decide on next steps
        iii. Discuss potential barriers to new facility acquisition
2. December ~ Data dashboard and civics
    a. Review and update data dashboard
        i. Review data dashboard and reporting structure
        ii. Discuss how to monitor board progress
        iii. Discuss facility contract updates and community questions
    b. Schedule civics review(s) at city, state and federal level
        i. School board meetings
        ii. Council meetings
        iii. (potentially) State legislature

c. Schedule attendance at District 1 community meetings

3. March ~ Non-profit connectivity

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a. Plan non-profit board meeting
    i. Assign roles to ensure Alignment, MNPS, NPEF and the Chamber of Commerce members are able to come together
    ii. Set date, time and location
    iii. Set goal and program for the event
    iv. Determine who/how invites are shared with other boards

4. June ~ Set benchmarks for FY27 – FY30
    a. Review FY30 goals for each committee
        i. Provide recommendations for other committees

Schedule of FY26 Meetings
Meetings at 1:30pm-2:30pm CST – priority is in-person at PENCIL or with a board host, always with a virtual option:

- Weds., September 17
- Weds., December 10
- Weds., March 25, 2026
- Weds., June 10, 2026
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At each meeting, we will:

1. Discuss progress on our tasks
2. Track and report on goal attainment
3. Discuss our next meeting to ensure no changes are necessary

PENCIL 2030

PENCIL is uniquely positioned as ***an independent and trusted bridge*** between Metro Nashville Public Schools and the broader community – connecting individuals, businesses, and civic partners to schools through equitable, transformational partnerships that respond to both long-standing inequities and emerging needs.

PENCIL enables MNPS schools, students, and teachers to access resources, relationships, and opportunities that promote student success while protecting its ability to ***remain adaptive, inclusive, and mission focused*** in a changing educational landscape.

We envision that by 2030, PENCIL will be the anchor public education nonprofit in Nashville, achieving financial well-being and sustainable growth; operational alignment and organizational health; and transformational partnerships and collaborations.

PENCIL will be guided by the following strategic priorities in Year 1 (FY26):

DG PENCIL Box and Long-Term Facility

We will secure and sustain a long-term facility that meets our operational needs while investing in program delivery systems that increase the number and frequency of classroom resources for Metro educators.

FY26 Goals

1. **Finalize a long-term, low-cost leasing agreement with the City of Nashville for an MNPS-owned building**
2. **Develop and manage a budget for renovations, including construction of an expanded warehouse, and timeline targeting a summer 2027 move-in**
3. **Support new Pack4Success manager to grow DG PENCIL Box earned revenue stream**
4. **Design a sponsorship model for pop-up shops to ensure their sustainability**

Strategic Alignment

We will assure PENCIL's long-term impact and stability through proactive relationship building with local, state, and federal decision-makers, and other Nashville nonprofit organizations; we will strengthen data systems and use a comprehensive dashboard to track and communicate progress to all stakeholders.

FY26 Goals

1. **Articulate realistic benchmarks for each year of the PENCIL 2030 plan**
2. **Review and update a dashboard that monitors organizational health, sourcing data from programs, finance, fundraising, and marketing**
3. **Develop a broad understanding of and response plan should MNPS be significantly impacted by federal budget or policy shifts**
4. **Convene peer nonprofit board leaders at least once/annually to build stronger relationships between our organizations**
5. **Engage Metro District 1 stakeholders ahead of our relocation to new facility**

Marketing and Public Relations

We will specify and amplify PENCIL's unique value to our business partners and public schools by focusing on brand awareness that drives increased engagement, investment, and recognition across the community.

FY26 Goals

1. Reimagine PENCIL's elevator pitch describing our impact and offerings and use it to empower board peers to amplify PENCIL's brand
2. Design marketing campaign that elevates low-barrier community activation possibilities
3. Elevate PENCIL staff members as thought leaders for community resourcing of schools
4. Use special events as storytelling opportunities to meaningfully convey our impact on young people and educators

Cultural Cohesion

We will invest in the growth, satisfaction, and leadership of our staff and board by aligning internal culture with values and expanding opportunities for development, recognition, and influence.

FY26 Goals

1. Recruit and retain a diverse cohort of professionals to support volunteerism and fundraising through the Emerging Leaders Board
2. Collaborate with board- and service-training interns to bring their annual projects/studies into alignment with PENCIL's volunteer expansion goals
3. Recruit and equip board members to host lunch-and-learns to expose their professional/personal networks to PENCIL's work
4. Design and pilot opportunities for board members to mentor staff in their professional development

Finance

We will maintain robust practices in financial oversight and compliance that underpin our ability to grow purposefully and sustainably in our staffing, fundraising, and fiscal sponsorship models.

FY26 Goals

1. Establish monthly, quarterly, and annual cadences to monitor our financial health and budget and support PENCIL's annual audit process
2. Guide staff on identifying and implementing a new accounting software better aligned with PENCIL's future needs
3. Advise on adoption of a new payroll software that integrates with new accounting software
4. Clarify the value, criteria, and process for fiscal sponsorships that support MNPS strategic initiatives