**BOARD OF EDUCATION**

**CONTRACT/AMENDMENT/GRANT SUMMARY**

**FROM:** METROPOLITAN BOARD OF PUBLIC EDUCATION  
**TO:** Richard M. Riebeling, Director Metropolitan Department of Finance

<table>
<thead>
<tr>
<th>Contract/Grant Number: 2-474614-06</th>
<th>Contractor: KIPP Nashville</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date: August 1, 2015</td>
<td>Address: 3410 Knight Road, Nashville, TN 37207</td>
</tr>
<tr>
<td>End Date: June 30, 2025</td>
<td></td>
</tr>
</tbody>
</table>

**PURPOSE OF CONTRACT:** Charter school agreement for grades K-4 (Conversion of Kirkpatrick)

**DOES THIS CONTRACT/AMENDMENT REQUIRE FUNDS AUTHORIZATION BY THE MBPE?**  
**YES**  
Board Approval Date: 5-26-15

**IS THIS CONTRACT WITH A FEDERAL, STATE, OR PUBLIC AGENCY: INTERGOVERNMENTAL CONTRACT?**  
**NO**

**IS THIS A REVENUE CONTRACT (BOARD OF EDUCATION WILL RECEIVE FUNDS)?**  
**NO**

**GRANT SUMMARY (IF APPLICABLE)**

<table>
<thead>
<tr>
<th>Grant Name: ___________________________</th>
<th>Amount expected to receive: $________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business unit to which it will be deposited: ___________________________</td>
<td>Are matching funds required? YES/NO</td>
</tr>
<tr>
<td>If yes, amount of obligation: $________</td>
<td>If yes, specify fund that is being obligated: ______________</td>
</tr>
</tbody>
</table>

**IF CONTRACT:**  
Amount obligated for current fiscal year: $ depends on enrollment

**IF AMENDMENT:**  
Additional funding obligated: $ ____________

Account number: 80150045.531001.2320910  
Fund number: 35135  

**MNPS Contact:** Carol Swan  
Phone Number: 259-8598  
Contract Agent: Brad Wyatt  
Phone Number: 259-8543

Revised 2/19/2014
Charter School Agreement

This Charter Agreement is entered into by and between the Metropolitan Board of Public Education for Nashville and Davidson County (the Chartering Authority, LEA or MNPS) and KIPP Nashville, 3410 Knight Dr., Nashville, TN 37207 (the Sponsor or Charter School, those terms being used interchangeably herein; provided that references herein to “Charter School” shall not include other schools operated by the Sponsor). Chartering Authority and Sponsor are collectively the Parties to this Charter Agreement. This Charter Agreement shall be binding upon the Governing Body selected by the Sponsor to operate the public charter school proposed in the Sponsor’s Application, dated April 1, 2014, which Governing Body is the Board of Directors of KIPP Nashville.

This contract consists of the following documents:
- This document
- Exhibit 1: Approved charter school application
- Exhibit 2: Performance management frameworks – academic, organizational, and financial
- Exhibit 3: Pre-opening workbook and checklist

Recitals:

WHEREAS, the State of Tennessee enacted the Tennessee Public Charter Schools Act of 2002 (TENN. Code Ann. §49-13-101 et seq.) effective July 4, 2002 (the Act) authorizing the establishment of independent, publicly supported schools known as charter schools; and

WHEREAS, the purposes of the Act include providing “options relative to the governance and improvement of high priority schools, the delivery of instruction for those students with special needs, improving learning for all students and closing achievement gaps;” and

WHEREAS, charter schools “provide [one] alternative means within the public school system for ensuring accomplishment of the necessary outcomes of education by allowing the establishment and maintenance of public charter schools that operate within a school district structure but are allowed maximum flexibility to achieve their goals;” and

WHEREAS, the Act empowers the Chartering Authority to ensure that only those charter schools open and remain open that are meeting the best interests of the pupils, the school district or the community, and the Act enables the Chartering Authority to do this through rigorous authorization processes, ongoing monitoring of the academic, organizational and financial performance of charter schools, and, when necessary, through the revocation or non-renewal of charters;

WHEREAS, TCA 49-13-106(3) provides for conversion of a school to a charter school by a charter school sponsor;
WHEREAS, the MNPS Board of Public Education approved the application for KIPP Academy Nashville Primary to operate under its stated application priority for conversions of traditional schools designated as in “target” status as of fall 2014 based on the three-year composite measure on the MNPS Academic Performance Framework;

WHEREAS, the MNPS Board of Public Education has approved the Sponsor’s application and has agreed to formally grant the Sponsor a charter to operate the Kirkpatrick Elementary School, within the Chartering Authority’s local school district in accordance with the Tennessee Charter Schools Act (TCA 49-13) and pursuant to the terms and conditions set forth in the Sponsor’s Application and this Charter Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. General Terms

1.1 Applicable Law. This Charter Agreement and the Charter School’s operations shall be governed by and construed in accordance with the laws of the state of Tennessee and applicable federal laws of the United States. Though the Governing Body may, pursuant to Tenn. Code Ann. § 49-13-105, seek waivers from the Chartering Authority or the commissioner of education from Tennessee laws or rules of the State Board of Education that inhibit the Charter School’s mission, the Parties understand that waivers may not be provided from the types of laws and rules specifically listed in T.C.A. § 49-13-105, from any provisions of Title 49, Chapter 13 (the Tennessee Public Charter Schools Act) or those included in the Act by reference, or from other laws specifically applicable to charter schools (such as those related to benefits or retirement of charter school employees contained in Title 8, Chapter 27, Part 3). Nothing in this section shall require staff members who work in a regional or national capacity and are not teachers at a school located in Tennessee to comply with the requirements of Title 8, Chapter 27, Part 3.

As required by TCA §49-13-110, this Charter Agreement includes all components of the Sponsor’s Application, which is incorporated herein by reference and attached hereto as Exhibit 1.

In accordance with the terms of the Sponsor’s Application, the charter school will operate the Kindergarten and 1st Grade of Kirkpatrick Elementary School during the 2015-16 academic year, and an additional grade of Kirkpatrick Elementary School each year thereafter, until the academic year 2018-19 at which time the Charter School will consist of all five grades (K-4) of the current Kirkpatrick Elementary School.

By signing this agreement, the Chartering Authority approves any waivers requested in the Sponsor’s Application or provided in this Charter Agreement.
1.2 Effective Date. This Agreement shall be effective immediately following signature by Sponsor and the Chartering Authority and filing in the office of the Metropolitan Clerk. The Agreement shall expire on June 30 of the tenth year after the date of opening the Charter School for instruction, unless earlier termination or renewed pursuant to the terms of this Agreement.

1.3 Pre-Opening Process. Upon approval by the Metropolitan Nashville Board of Public Education the Pre-Opening process will be sent to the sponsor outlining specific actions that must be put in place during the planning year and completed prior to opening with students. If the pre-opening process is substantially incomplete at the time of inspection, MNPS may decide not to open the school until the Charter School has completed all pre-opening steps under TCA 49-13-111 and TCA 49-13-113.

1.4 Charter School Performance. The operation of the Charter School by the Governing Body shall be subject to the terms and conditions of this Charter Agreement and the Act. Decisions by the Chartering Authority regarding renewal or revocation of the Charter Agreement shall be based upon applicable laws and rules, this Agreement and/or the academic, organizational and financial Performance Frameworks incorporated into this Agreement as Exhibit 2.

The Chartering Authority shall have broad oversight authority over the Charter School and may take all reasonable steps necessary to oversee the Charter School’s academic, organizational and financial performance, including compliance with this Agreement and applicable law. This oversight authority includes the right to visit, examine, and inspect the school and its records, and to interview Charter School employees, Governing Body members, students, and families.

The Parties agree that the most critical performance measures are the academic measures, which may include student achievement, student growth measures (including annual measurable objectives), readiness for successive school levels (middle, high, or post-secondary) and employment, as well as mission specific academic goals defined in the Frameworks.

The Performance Frameworks supersede all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into the Performance Frameworks. The specific terms, form, and requirements of the Performance Frameworks are maintained and disseminated by the Chartering Authority and will be binding on the Charter School.

The Chartering Authority shall at least annually monitor and periodically report on the Charter School’s progress in relation to the indicators, measures, metrics, and targets set out in the Performance Frameworks. Such reporting shall become part of
the Charter School’s annual report to the Chartering Authority and the state commissioner of education.

The Chartering Authority shall also conduct an interim review at the end of the fifth year after the effective date of the Agreement, pursuant to T.C.A. § 49-13-121.

The Performance Frameworks may be modified by the Chartering Authority as required to align with changes to applicable state or federal accountability requirements. Such changes to the Performance Frameworks shall apply to the Charter School as required by law. In the event that any such modifications or amendments are required, the Chartering Authority will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the Performance Frameworks as initially established in the most recent charter agreement.

Changes to the Performance Frameworks that are not required by state or federal law will not become binding upon the Charter School without the Charter School’s consent, except at the time of charter renewal or amendment.

1.5 Location. The Charter School is located at 1000 Sevier Street, Nashville, TN 37206 (current location of Kirkpatrick Elementary). If the school is located at a site controlled by the Chartering Authority; the use of such site shall be subject to and governed by a Facilities Agreement between the Parties.

1.6 Employment Status.
A. Except for the sharing arrangement outlined in section 1.7 or any future agreements, all teachers and other staff of the charter school shall be employed by the Charter School, not the Chartering Authority.
B. Nothing in this agreement shall prevent the Charter School from contracting with any other non-profit organization to provide employees for the Charter School.

1.7 Personnel Sharing.
A. For the 2015-2016 school year Charter School will the share the following employees:
   1. One (1) PE Teacher: 62.5% to Charter School and 37.5% to MNPS
   2. One (1) Music Teacher: 62.5% to Charter School and 37.5% to MNPS
   3. One (1) Family Engagement Person: 75% to Charter School and 25% to MNPS
For each employee above, MNPS will pay to Charter School its percentage of each shared employee’s salary/benefits.

2. Charter School and Chartering Authority Organizational Responsibilities

2.1 Student Enrollment and Retention. The Charter School shall enroll students according
MNPS Contract# 2-474614-06

to TCA §49-13-113, and, unless otherwise agreed, through the Chartering Authority’s application process. The Charter School shall not discriminate with respect to admissions on the basis of race, ethnicity, religion, national origin, English language proficiency, academic or athletic ability, gender identity, sexual orientation or the need for special education and related services as set forth in the Application and the Act.

Any students residing in the Kirkpatrick Elementary School zone as it exists on the date of execution of this agreement, shall be entitled to submit a “Kirkpatrick Application” and to attend the Charter School; or in the alternative, they shall be entitled to enroll in another MNPS school according to established policies and procedures including the annual optional schools selection process, open enrollment, or other enrollment process for which they are eligible. Students who move into the Kirkpatrick Elementary School zone following completion of the annual enrollment process shall have a 14 day window to submit a “Kirkpatrick Application” to the Charter School or to request another school assignment in accordance with established procedures.

The Charter School may enroll students from outside the Kirkpatrick Elementary School zone through the regular charter school enrollment process and according to the enrollment priorities established in the Sponsor’s Application, provided that all students residing in the Kirkpatrick Elementary School zone as it exists on the date of execution of this agreement, shall be entitled to submit a “Kirkpatrick Application” and to attend the Charter School.

The Charter School may enroll students up to a total maximum of 500. Increases in total enrollment numbers greater than 5% or 25 students, whichever is less, constitute material change in this Charter Agreement, and are not permitted unless formal amendment to this Charter Agreement is secured in advance according to the provisions outlined in TCA §49-13-110(b), unless such increases are generated by students newly residing in the Kirkpatrick Elementary School zone after the completion of the annual enrollment process. Reductions in enrollment greater than 15% or 50 students, whichever is less, must be reported to the Office of Innovation and evaluated to determine if they are material under the charter agreement. Reductions in enrollment in successive years or changes that affect the life of the charter are considered material and require a charter amendment.

“If the number of applications exceeds the capacity of a program, class, grade level or building, enrollment shall occur according to the preferences in T.C.A. 49-13-113(b)(2)(A). “If enrollment within a group of preferences set out in subdivision (b)(2) (A) exceeds the planned capacity of the school, enrollment within that group shall be determined on the basis of a lottery” that complies with the quoted statutes, unless such increases are generated by students newly residing in the Kirkpatrick Elementary School zone after the completion of the annual enrollment process.
The Charter School may not “counsel out” or discourage students from attending the Charter School for any reason, including but not limited to failure to comply with letters of commitment or similar proposed contracts between students and parents and the Charter School.

<table>
<thead>
<tr>
<th>Year</th>
<th>Grade Level</th>
<th>Total Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16</td>
<td>K-1</td>
<td>200</td>
</tr>
<tr>
<td>2016-17</td>
<td>K-2</td>
<td>300</td>
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<tr>
<td>2017-18</td>
<td>K-3</td>
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<td>2018-19</td>
<td>K-4</td>
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<td>2019-20</td>
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<tr>
<td>2023-24</td>
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</tr>
<tr>
<td>2024-25</td>
<td>K-4</td>
<td>500</td>
</tr>
</tbody>
</table>

2.2. **Academic Program.** The Charter School shall operate the academic program in accordance with the charter agreement and academic state and federal law, including providing the same equivalent time of instruction as other public schools and complying with assessment and accountability laws and rules (T.C.A. §49-13-105).

2.2.1 **Assessments.** The charter school must use the required state assessments.

2.3. **Exceptional Education.** Special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act (ADA), or any applicable provisions of state law, shall be provided in accordance with applicable state and federal law, this Agreement and the Chartering Authority’s policy. The Chartering Authority is the local education agency (LEA) for purposes of compliance with the Individuals with Disabilities Education Act (IDEA). The Chartering Authority, pursuant to state law, addresses the needs of services for students with disabilities and gifted services in its Exceptional Education division.

2.3.1 **Responsibility of the Chartering Authority.** The Chartering Authority is responsible for ensuring that the requirements of federal and state special education law and regulations are met in the Charter School, and that special education and related services are provided in the Charter School in the same manner as they are provided in the Chartering Authority’s direct-run schools. Additionally, the Chartering Authority will
oversee procedural compliance with federal and state law and regulations concerning accommodation of and education of students with disabilities.

The Chartering Authority shall collaborate with the Charter School in the same manner in which it works with its other schools in the identification and referral process, and in conducting initial evaluations for exceptional education. The Chartering Authority shall notify the Charter School if an enrolling student has an existing IEP and the Chartering Authority shall provide the Charter School with such records within 10 business days of receipt of a request by the Charter School for the records.

2.3.2 **Responsibility of the Charter School.** The Charter School shall have an effective educational model for the delivery of exceptional education services that complies with federal and state law. Once a student has been identified as eligible for exceptional education services, the Charter School assumes responsibility for the provision of services, development and implementation of individualized education programs (IEPs), etc. Exceptional education services at the Charter School will be delivered by individuals or agencies licensed and/or qualified to provide exceptional education services required by the Tennessee Public Charter Schools Act and the IDEA. Charter School staff may participate in any Chartering Authority professional development related to exceptional education or the provision of services pursuant to Section 504. Whenever possible and appropriate consistent with a child’s IEP, Charter School will deliver special education services in an inclusion setting. The Charter School may also enter into a separate fee for services agreement with a third party provider of educational services (Contract Services Provider), provided that such third party provider complies with all applicable laws and the requirements imposed on contractors by this Charter Agreement.

The Charter School, or Contract Service Provider, shall have a qualified exceptional education coordinator who will be responsible for monitoring individual case management of all exceptional education students and for arranging the provision of services required by their IEP. Charter School, or Contract Service Provider, shall maintain a file documenting Charter School’s compliance with exceptional education requirements.

2.3.3 **Costs for Exceptional Education.** The Chartering Authority is financially responsible for child find including student identification and initial assessment expenses. Once a student has been determined eligible for special education services and has an individualized education program (IEP), all costs associated with providing educational services to students with disabilities are the responsibility of the Charter School. The Charter School shall bear the financial responsibility for reevaluations and the provision of all services consistent with IEP’s. The Charter School’s financial obligation begins once a student has an IEP.
The Chartering Authority will pass Federal funding to the Charter School based on the per pupil allocation received from the department of education. Funding is available on a reimbursement basis at the end of the first semester for all eligible students enrolled and served at the end of the first attendance period. The allocation for the second semester will be based on the number of eligible students enrolled and served on the December 1 census of eligible exceptional students. In addition, when the Chartering Authority submits requests to the state department of education for high cost students, the Chartering Authority will include students at the Charter School in its count. The Chartering Authority will pay a pro rata share of any high costs reimbursement received from the state for such students at the Charter School.

2.3.4 Compliance. No student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student’s request for, or actual need for, exceptional education services or accommodations pursuant to Section 504.

The Charter School shall promptly report to the Chartering Authority any and all alleged infractions, complaints, and other non-compliance issues relating to special education.

The Charter School shall indemnify the Chartering Authority for any costs, attorney fees, and/or financial penalties imposed on MNPS by state and/or federal authorities arising out of actions or omissions of Charter School relating to special education. Charter School shall not indemnify Chartering Authority for costs, attorney fees and/or financial penalties imposed on Chartering Authority resulting from Chartering Authority’s reckless misconduct or gross negligent act or omissions.

2.4 English Language Learners. The Charter School shall address the needs of English Language Learner (ELL) students pursuant to applicable federal and state laws and regulations (including Title III of the Elementary and Secondary Act (ESEA). The Charter School agrees to maintain and consistently implement a policy to identify students in need of ELL services, to provide services in an equitable manner to ensure access to the school’s educational program (including the provision to appropriate accommodations), and to facilitate exit from ELL services according to individual student capacity.

2.5 Student Discipline/Due Process. The Charter School is responsible for administering its discipline policy in a manner that ensures students’ due process rights are satisfied, including the provision of appropriate informal or formal hearings. The Charter School shall promptly notify the Chartering Authority of students expelled. The Chartering Authority shall provide expelled charter school students access to the Chartering Authority’s alternative school programs in the same manner as it provides access to any student within the LEA.
2.6 **Student Information Reporting.** While ensuring compliance with federal and state law regarding student records, the Charter School shall report student information as follows:

- Enrollment projections for the coming year no later than February 15.
- Daily attendance using the Chartering Authority’s Student Management System (PowerSchool SMS).
- Student enrollment for determining average daily membership by the date required by the department of education.
- The charter school shall monitor their student population with respect to student withdrawals, suspensions, transfers and expulsions. A quarterly dashboard is due to the Chartering Authority.

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Withdrawal</th>
<th>Transfer</th>
<th>Suspension</th>
<th>Expulsion</th>
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<td>Q4</td>
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3. **Staffing**

3.1 **Teacher licensing and Professional Development.**

A. The Charter School shall ensure that teachers are licensed pursuant to state statutes and state board of education rules, and meet applicable federal qualifications including highly qualified, exceptional education certified and ESL certified.

B. During the conversion years and if seats are available; teachers will have access to any MNPS offered professional development without cost, including responsive classroom professional development. This does not apply to professional development related to exceptional education (see section 2.3.2) which allows Charter School staff to participate in any MNPS professional development related to exceptional education or the provision of services pursuant to Section 504 throughout the term of the agreement.

3.2 **Background Checks.** All current employees of the Charter School who have or will have contact with children at the Charter School within the scope of the individuals’ employment, and employees of contractors or sub-contractors of the Charter School who have contact with children within the scope of the individual’s employment, shall complete criminal background checks as required by state law.
4. **Facility**

   **A.** The Charter School shall ensure the Charter School’s grounds and facilities comply with applicable health and safety laws, including the Americans with Disabilities Act, state fire marshal codes and state and local zoning and land use codes.

   **B.** **Equipment.** Kirkpatrick Elementary is fully equipped with MNPS network access and equipment. All MNPS equipment currently housed at the school shall remain at the school for the use of the students and faculty of Kirkpatrick Elementary School, including but not limited to those in the Charter School. MNPS shall retain ownership of all equipment and network resources currently housed at the school. Between the execution of this Agreement and June 30, 2018, MNPS shall maintain all equipment and network resources currently housed at the school. Between the execution of this agreement and June 30, 2018, MNPS shall maintain all currently operating or newly introduced district equipment, systems, or upgrades at Kirkpatrick Elementary School. The Charter School may make additions or upgrades at Kirkpatrick Elementary School that exceed district-sponsored initiatives at its own expense if it so desires. After July 1, 2018, the Charter School shall assume responsibility for maintenance, upgrades, and replacement of equipment, including equipment owned by MNPS, as needed for full execution of the Charter School’s academic program. MNPS shall, however, continue to retain responsibility for maintenance of SMS and Easy IEP access or then operating systems for Charter School personnel.

   **C.** The Charter School may not commence instruction prior to completion of applicable inspections and receipt of a completed Pre-Opening Checklist (attached as Exhibit 3) from the Chartering Authority.

   **D.** **Janitorial.** During the conversion years MNPS will provide janitorial services (including night crew and day porters). Post conversion the Charter School will be responsible for all janitorial services.

5. **Food Service.**

   If the Charter School offers food services on its own or through a contract, the Charter School may apply directly to the State Department of Education, and if approved, operate school nutrition programs with reimbursement from the United States Department of Agriculture, under supervision by the state department of education.
6. Transportation

A. If the Charter School elects to provide transportation for its students, the Chartering Authority shall provide to the Charter School the funds that would otherwise have been spent to provide transportation as provided in TCA § 49-13-114. In order to receive these funds, the Charter School must comply with state laws and state board of education rules regarding student transportation. Transporting students in buses that have not been approved for operation by the department of safety may be grounds for non-renewal or revocation of this agreement.

B. As provided in TCA 49-13-114, transportation shall be provided by agreement with the LEA in the same manner it would be provided if the students were enrolled in any other school in the district. MNPS will continue to provide transportation for the students whose IEP requires it and that MNPS currently provides transportation for. KIPP will incur costs if they choose to provide additional routes or change any pick-up/drop off times. Any special education funding specifically designated for IEP transportation, KIPP will transfer to MNPS to cover the transportation costs. If KIPP needs to add routes or change times, KIPP will negotiate costs with MNPS, consider another vendor who can provide those services or elect to provide transportation themselves. Students who enroll in the Charter School but who reside outside the Kirkpatrick Elementary zone shall not receive transportation from the district, consistent with other open enrollment assignments in the district. Should the Charter School elect to provide transportation for out of zone students, it may do so provided the transportation plans are non-discriminatory and that no additional funds shall be allocated by the district for such purpose.

7. Insurance

The Charter School shall maintain the following insurance:

- General Liability/Automobile Liability Policy: must be equal to or greater than $5,000,000. This insurance shall be primary insurance. Any insurance or self-insurance programs covering the Metropolitan Government, its officials, employees, and volunteers shall be in excess of this insurance and shall not contribute to it. The first one million dollars must be with a company licensed to do business in the state of Tennessee. The remaining $4,000,000 can be covered under an excess liability policy (also known as an “umbrella” policy). The policy must name Metropolitan Government as an additional
insured. The policy must cover contractual liability. Automobile coverage shall cover vehicles owned, hired, and non-owned.

- Professional Liability Policies: Directors and Officers Policy equal to or greater than $5,000,000. Teachers Professional Liability Policy equal to or greater than $1,000,000.
- Workers Compensation and Employers Liability Policy: The amount of coverage required for Workers Compensation is determined by statute. Sponsor must comply with state statutes. Employers Liability must be a minimum of $100,000.
- Property and Boiler Insurance Policy: If the Charter School purchases the property that will be used by the Charter School, it shall purchase “all risks” property and boiler insurance. Insurance shall be for the full replacement cost of the property and contents with no coinsurance penalty provision.
- Sexual Abuse: $1,000,000 required coverage

Certificates of insurance, in a form satisfactory to the Chartering Authority, evidencing coverage shall be provided to the Chartering Authority prior to opening of this Charter School. Throughout the term of this Charter Agreement, Sponsor shall provide updated certificates of insurance upon expiration of the current certificates.

8. Governance

8.1 The Charter School’s Articles of Incorporation, a Certificate of Incorporation evidencing its incorporation as a nonprofit and evidence of its exemption from federal taxation under IRC § 501(c)(3), its Bylaws and amendments or modifications thereto shall be made part of this Agreement.


The Charter School shall comply with all applicable provisions of the Tennessee Open Meetings Act, including with regard to the scheduling of Governing Body meetings, meeting agendas, public notice of meetings, and records of those meetings. At the start of each school year the Charter School shall provide to the Chartering Authority a schedule of Governing meetings for that school year.

As required by T.C.A. § 49-13-111(g), the Governing Body shall be subject to the conflict of interest provisions contained in T.C.A. § 12-4-101 and 102.

8.2 Complaints. The Governing Body shall be the first avenue for response in case of any complaints or grievances filed against the Charter School or its employees and volunteers. The Governing Body will ensure that the Charter School establishes policies and procedures for employees and will make those policies available to students, parents/guardians, employees and any other persons who request it. If grievances
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persist following the actions of the Governing Body, those complaints will be investigated and resolved by the Chartering Authority. Investigation and sanctions by the Chartering Authority are limited to alleged violations of laws or the Charter Agreement.

The Charter School shall notify the Chartering Authority immediately if at any time the Charter School receives notice or is informed that it is a party to a lawsuit.

8.3 The Charter School shall report the following to the Chartering Authority within five (5) days of change:
- The names and contact information of individuals who leave or join the Governing Body;
- Names and contact information of any individuals who, during the prior quarter, resign from or are hired to a leadership position in the Charter School, including any administrative position; and
- Any change to the Charter School’s corporate legal status or any change in its standing with the Tennessee Secretary of State’s Office.

8.4 By signing and submitting an application, the sponsor requests a waiver of all education statutes and rules of the state board or Department of Education and the MNPS Board of Public Education, except those listed in T.C.A. § 49-13-105 or included by reference (such as statutes and rules related to licensing of charter school teachers) in Title 49, Chapter 13 (the Tennessee Public Charter Schools Act). The approval of this charter school contract by the MNPS BOE shall include the approval of these waivers by the Commissioner of Education, and such automatic waivers shall be reflected in the contract.

9. Finance

9.1. State and Local Funds. The Chartering Authority shall allocate one hundred percent (100%) of state and local funds to the Charter School on a per pupil expenditure as provided in T.C.A. § 49-13-112 and as calculated by the formula provided by the Tennessee State Department of Education. The Chartering Authority shall allocate funds to the Sponsor after each and according to ten (10) attendance reporting intervals. The Chartering Authority may withhold funds to cover the costs of participation in the LEA’s benefits and retirement plans by the Charter School’s employees, pursuant to T.C.A. §§ 49-13-112 and 119.

9.2 Fee for Services Agreement. The Parties may enter into a separate fee for services agreement, for the provision of services not already identified in this agreement by the Chartering Authority to the Charter School (e.g., computer network services, food services, exceptional education providers, ERO/School
net professional development service). Failure of the Charter School to enter such an agreement shall not be grounds for revocation or non-renewal of this Agreement.

9.3 **Tuition.** The Charter School shall not charge tuition, except to students residing outside the LEA enrolling in the Charter School pursuant to the enrollment requirements of T.C.A. § 49-13-113 and the Chartering Authority’s out of district transfer policy (and said policy’s tuition limit).

9.4 **Charter School Debt.** The Charter School is solely responsible for all debt it incurs, and the Chartering Authority shall not be contractually bound on Charter School’s account to any third party. The Chartering Authority shall not be liable for the Charter School’s unpaid debts if the Charter School does not have sufficient funds to pay all of its debts in the event that it ceases operations.

The Charter School shall notify the Chartering Authority immediately of a default on any obligation owed to the Chartering Authority, which shall include debts for which payments are past due by sixty (60) business days or more. If debts are incurred in the provision of employee benefits pursuant to T.C.A. § 49-13-119, the Chartering Authority may withhold the amount owed from the monthly payment until such debts are satisfied. Any other debts owed to the Chartering Authority must be satisfied prior to the release of the last annual payment.

9.5 **Financial Management.** The Charter School shall control and be responsible for financial management and performance of the Charter school including budgeting and expenditures. Before receiving Basic Education Program (BEP) through the Chartering Authority, the Charter School must demonstrate (if not already demonstrated in the application) the existence of appropriate governance and managerial procedures and financial controls including:

- Accounting methods complying with T.C.A. § 49-13-111(m);
- A checking account
- Adequate payroll procedures
- An organizational chart;
- Procedures for the creation and review of monthly and quarterly financial report, including identification of the individual responsible for preparing such financial reports in the following fiscal year;
- Internal control procedures for cash receipts, disbursements and purchases; and
- Maintenance of asset inventory lists and financial procedures for federal grants in accordance with applicable federal law.
Should the Charter School fail to comply with the above requirements, the Chartering Authority reserves the right to require more frequent reports as indicated in the Performance Management policies.

The Charter School shall comply with T.C.A. §§ 49-13-111, 120, and 124 regarding completion and submission of annual financial reports and audits to the Chartering Authority and the state. In addition, the Charter School shall submit quarterly financial reports to the Chartering Authority and any other financial and/or operational reports pursuant to T.C.A. § 49-13-111.

9.6 Financial Records. All financial records of the Charter School pertaining to the management and operation of the School are subject to inspection and production as required for fulfillment of the Chartering Authority’s fiduciary responsibilities.

10 Amendments

Pursuant to T.C.A. § 49-13-110, petitions to amend this Agreement shall follow the timelines established in T.C.A. §49-13-108 for approval or denial by the Chartering Authority and appeal to the state board of education. An amendment shall not become effective, and the Charter School may not take action or implement the change requested in the amendment until the amendment is approved by the Chartering Authority.

Not all changes to school operation constitute material changes to the Agreement that require an amendment. However, the following changes are considered material and require an amendment:

- Changes in any Material Term of this Charter Agreement
- Changes in the Charter School’s mission;
- Changes in school location (change of site and/or adding or deleting sites);
- Changes in signing authority for the school;
- Changes in enrollment beyond the maximum limit established in this Agreement – increases of more than 5% or 25 students, whichever is less; or reductions of more than 50 students or 15%, whichever is less and
- Changes in school calendar that reduce the calendar at all in the first year of operation, by more than ten (10) calendar days in subsequent years, in the absence of timely notification of parents or below the requirement to provide at least the same equivalent time of instruction as required in regular public schools in T.C.A. § 49-13-105.
Educational program matters not specifically identified in this Agreement shall remain within the Charter School’s authority and discretion.

The following changes do not require an amendment, but the Charter School must notify the Chartering Authority of any of the following within thirty (30) days:

- Changes to the budget submitted in the attached Application, subject to the requirements of state and federal law,
- Changes in the mailing address, phone or fax number, or web address of the Charter School;
- Changes in the members and duties of the Governing Body, and
- Changes in the school leader or, if applicable, the chief executive of the charter management organization.

11 Renewal, Revocation, Closure and Dissolution

11.1 Renewal. Pursuant to T.C.A. § 49-13-121, the Charter School may apply for renewal of this Charter Agreement by application submitted no later than April 1 of the year preceding the year in which this agreement expires and in accordance with MNPS renewal policies. The Agreement may be renewed without modification, except for the incorporation by attachment of the approved renewal application. The Parties may also amend the Agreement as part of the renewal process. Any proposed amendments to the Agreement that are rejected by one of the Parties shall constitute a denial of the renewal application, and the application may be appealed to the state board of education within ten (10) days of the decision to deny.

The Chartering Authority may elect not to renew this Charter Agreement pursuant to T.C.A. § 49-13-121, for any of the applicable reasons in T.C. A. § 49-13-122, including a material violation of any of the conditions, standards or procedures set forth in this Agreement.

11.2 Revocation. During the term of this Agreement, the Chartering Authority may, but is not required to, provide notice to the Charter School of non-compliance with applicable laws, rules, or this agreement. The Chartering Authority may also, but is not required to, give the Charter School an opportunity to cure the non-compliance prior to instituting revocation proceedings pursuant to T.C.A. § 49-13-121 and 122.

The Chartering Authority may, but is not required, follow a progressive system of notification and calls for corrective action on the part of the Charter School.
The Chartering Authority may revoke this Charter Agreement for any reason set forth in T.C.A. § 49-13-122, including a material violation of any of the conditions, standards, or procedures set forth in this Agreement.

If the Chartering Authority determines that any grounds for revocation exist, it may revoke this Charter Agreement according to the procedures set forth in T.C.A. § 49-13-122.

11.3 Closure and Dissolution. In the event that the Charter School is required to cease operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of the charter, the Charter School shall cooperate with the Chartering Authority to ensure orderly closure of the charter School including, but not limited to:

- Timely notification of parents and teachers of the closure decision;
- Securing student records and transporting them to the chartering authority;
- Assisting in placing students in appropriate schools;
- Managing all financial records consistent with the Chartering Authority’s school closure requirements and policies; and
- Disposal of school assets in accordance with the Act and this Agreement. “School Assets” shall be defined to include only those assets directly related to the operation of schools within MNPS, and shall not include any other assets the Governing body may hold in other regions.

Dissolution of the Charter School following revocation or non-renewal shall comply with T.C.A. § 49-13-110(c). The Charter School shall be responsible for winding down operations, including payment of any and all debts, obligations, or liabilities incurred at any time by the Charter School. Under no circumstances shall the Chartering Authority be responsible for such obligations.

12. Indemnification and Hold Harmless

The Chartering Authority and Charter School each shall give prompt written notice to the other of the assertion of any claim or the commencement of any litigation for which indemnification is sought and shall cooperate with each other in the defense of the claim or litigation.

The Charter School shall indemnify and hold harmless the Chartering Authority, its officers, agents and employees from:
MNPS Contract# 2-474614-06

- 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 the Charter School, its officers, employees, and/or agents, including its sub- or independent contractors, in connection with the performance of this Charter Agreement, and,
- Any claims, damages, penalties, costs and attorney fees arising from any failure of the Sponsor, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws.

13. **Contract Construction**

13.1. **Waiver.** The failure of either Party to insist on strict performance of any term or condition of this Operating Agreement shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

13.2 **Non-assignability.** No right or interest in this Agreement shall be assigned by anyone on behalf of the Charter School, and delegation of any contractual duty of the Charter School shall not be made without prior written approval of the Chartering Authority. A violation of this provision shall be grounds for immediate termination of this Operating Agreement and revocation of the Charter.

Should the Charter School propose to enter into a contract with another non-profit entity to manage the School, the Charter School agrees to submit all information requested by the Chartering Authority regarding the management arrangement, including a copy of the proposed contract and a description of the management company, with identification of its principals and their backgrounds. The Charter School shall not enter into a management contract without written approval from the Chartering Authority.

13.3 **Agreement.** The Parties intend this Agreement, including all attachments and exhibits, to represent a final and complete expression of their agreement, which shall be considered the Agreement. All prior representations, understandings and discussions are merged herein, and no course of prior dealings between Parties shall supplement or explain any terms used in this document. The Parties recognize that amendments to this Agreement may be executed from time to time hereafter.

13.4 **Survival of Representations and Warranties.** All representations and warranties hereunder shall be deemed to be material and relied upon the Parties
with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement.

13.5 **Severability.** The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of the Agreement shall remain in effect unless otherwise terminated by one or both of the Parties.

13.6 **Authority.** The individual officers, agents and employees of the parties hereto who execute this Agreement do hereby individually represent and warrant that they have full power and authority to execute this Agreement.

13.7 **Notice.** Any notice required or permitted under this Operating Agreement shall be in writing, sent via electronic or other means, and shall be effective immediately upon personal delivery, subject to verification of service or acknowledgement of receipt, or three (3) business days after mailing when sent by certified mail, postage prepaid.

13.8 **Notices and Designation of Agent for Service of Process.** Notice of assignment of any rights to money due to Contractor under this Contract MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204, with a copy to the recipient for MBPE notices listed below.

**A.** All other notices to MBPE shall be mailed or hand delivered to:
Dept: Purchasing
Attn: Brad Wyatt/Contracting Officer
Addr: 2601 Bransford Avenue
      Nashville, TN 37204
Phone: (615) 259-8543
E-mail addr: brad.wyatt@mnps.org

**B.** Notices to Contractor shall be sent to:
Contractor: KIPP Nashville
Attn: Randy Dowell
Addr: 123 Douglas Ave, Nashville, TN 37207
Phone: 615-226-4484
E-mail addr: rdowell@kippacademynashville.org
MNPS Contract# 2-474614-06

a. Contractor’s Federal Tax I.D. Number: ____________________________
MNPS Contract# 2-474614-06

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

Director of Purchasing MBPE:

RECOMMENDED:
Executive Staff Member, MBPE

APPROVED AS TO AVAILABILITY OF FUNDS:
ACCOUNT NUMBER

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM AND LEGALITY:

FILED IN THE OFFICE OF THE METROPOLITAN
CLERK:

Date Filed: 6/19/2015

21 | MNPS Charter School Agreement 2014
MNPS Contract# 2-474614-06

Contractor:

Name: Randy Dewell
Title: Executive Director
Date: 6/16/2015
**Certificate of Liability Insurance**

**Client #: 16780**

**KIPPAC**

**ACORD™**

**Certificate of Liability Insurance**

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

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

**Producer**

The Crichton Group
3011 Armory Drive Suite 250
615-383-9761
Nashville, TN 37204

**Contact**

NAME: 615 383-9761
PHONE: 615 383-9761
ADDRESS:
EMAIL:

**Insurer(S) Affording Coverage**

Cincinnati Insurance Company 10677

**Coverages**

**Certificate Number: BCP0002296**

**Revision Number: 07/15/2014 - 07/15/2015**

$1Mll; $5,000. Ded.

**Description of Operations / Locations / Vehicles**

- **Workers Compensation**
- **Employers' Liability**
- **Any Proprietor / Partner / Executive Officer / Member Excluded**

**Mandatory in *N/A**

If yes, describe under DESCRIPTION OF OPERATIONS below

**Certificate Holder**

Metro Nashville Public Schools
2601 Bransford Ave
Nashville, TN 37204-2811

**Cancellation**

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

**Authorized Representative**

R. Until

© 1988-2010 ACORD Corporation. All rights reserved.
**ACORD** Certificate of Liability Insurance

**KIPPACA**

**Producers:**
- The Crichton Group
  - 3011 Armory Drive Suite 250
  - 615-383-9761
  - Nashville, TN 37204

**Insured:**
- KIPP Nashville dba KIPP Academy
  - Nashville
  - P.O. Box 78126
  - Nashville, TN 37207-5155

**Insurer(s) Affording Coverage:**
- Cincinnati Insurance Company: 10677
- Eastern Alliance Insurance Group: 10724

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**Description of Operations / Locations / Vehicles:**
- Nashville Public Schools
- 2601 Bransford Ave
- Nashville, TN 37204-2811

**Certificate Holder:**
- Metro Nashville Public Schools

**Cancellation:**

- Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**
- [Signature]

**DOCUMENTATION:**
- ACORD 25 (2010/05)
- © 1988-2010 ACORD CORPORATION. All rights reserved.

**Notes:**
- **Supplemental Name**
  - KIPP Nashville dba KIPP Nashville College Prep
  - KIPP Nashville dba KIPP Nashville Collegiate HS

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as (See Attached Descriptions)
issued by the carrier(s).
Metro Nashville Public Schools is included as an additional insured under General Liability coverage when
required to add as an additional insured by written contract or agreement (Contractual Liability per General
Liability Form GA101 12/04). Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).
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| Sally Palmer | Sally.Palmer@nashville.gov |
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<th>Timestamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>Envelope Summary Events</td>
<td>Hashed/Encrypted</td>
</tr>
<tr>
<td>Certified Delivered</td>
<td>Security Checked</td>
</tr>
<tr>
<td>Signing Complete</td>
<td>Security Checked</td>
</tr>
<tr>
<td>Completed</td>
<td>Security Checked</td>
</tr>
<tr>
<td>6/19/2015 8:53:01 AM CT</td>
<td>6/19/2015 8:53:28 AM CT</td>
</tr>
<tr>
<td>Security Checked</td>
<td>Security Checked</td>
</tr>
<tr>
<td>6/19/2015 8:53:38 AM CT</td>
<td>6/19/2015 8:53:38 AM CT</td>
</tr>
</tbody>
</table>

### Electronic Record and Signature Disclosure
CONSUMER DISCLOSURE
From time to time, Metro Nashville Public Schools (we, us or Company) may be required by law

to provide to you certain written notices or disclosures. Described below are the terms and
conditions for providing to you such notices and disclosures electronically through your
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through your DocuSign user account for a limited period of time (usually 30 days) after such
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disclosure in paper format and withdraw your consent to receive notices and disclosures
electronically is described below.

Consequences of changing your mind
If you elect to receive required notices and disclosures only in paper format, it will slow the
speed at which we can complete certain steps in transactions with you and delivering services to
you because we will need first to send the required notices or disclosures to you in paper format,
and then wait until we receive back from you your acknowledgment of your receipt of such
paper notices or disclosures. To indicate to us that you are changing your mind, you must
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DocuSign account. This will indicate to us that you have withdrawn your consent to receive
required notices and disclosures electronically from us and you will no longer be able to use your
DocuSign Express user account to receive required notices and consents electronically from us or
to sign electronically documents from us.

All notices and disclosures will be sent to you electronically
Unless you tell us otherwise in accordance with the procedures described herein, we will provide
electronically to you through your DocuSign user account all required notices, disclosures,
authorizations, acknowledgements, and other documents that are required to be provided or
made available to you during the course of our relationship with you. To reduce the chance of
you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required
notices and disclosures to you by the same method and to the same address that you have given
us. Thus, you can receive all the disclosures and notices electronically or in paper format through
the paper mail delivery system. If you do not agree with this process, please let us know as
described below. Please also see the paragraph immediately above that describes the
consequences of your electing not to receive delivery of the notices and disclosures
electronically from us.
How to contact Metro Nashville Public Schools:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: gary.appenfelder@mnps.org

To advise Metro Nashville Public Schools of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gary.appenfelder@mnps.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.
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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gary.appenfelder@mnps.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to gary.appenfelder@mnps.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

<table>
<thead>
<tr>
<th>Operating Systems:</th>
<th>Windows2000? or WindowsXP?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Browsers (for SENDERs):</td>
<td>Internet Explorer 6.0? or above</td>
</tr>
<tr>
<td>Browsers (for SIGNERS):</td>
<td>Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)</td>
</tr>
<tr>
<td>Email:</td>
<td>Access to a valid email account</td>
</tr>
<tr>
<td>Screen Resolution:</td>
<td>800 x 600 minimum</td>
</tr>
<tr>
<td>Enabled Security Settings:</td>
<td>• Allow per session cookies</td>
</tr>
<tr>
<td></td>
<td>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</td>
</tr>
</tbody>
</table>

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.
Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
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- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

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